PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, APRIL 27, 2026
6:00 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING

AGENDA

I. Call to Order

II. Roll Call

III. Moment of Silence

IV. Pledge of Allegiance

V. Public Appearances

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.
SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.

A. Scheduled

B. Unscheduled

VI. Reports and Announcements

A. Mayor's Announcements

1. Proclamation For Mental Health Awareness Week

B. Council Members' Announcements

C. City Manager's Announcements

VII. Consent Agenda

*A. Approval of Minutes — There are no minutes to approve.

*B. Consideration and Approval of a Proposal from MCT Mobile Concepts Technology for the Purchase of Thirteen (13) Panasonic Toughbook Mobile Data Computers, Associated Accessories, and Warranties, in an amount not to exceed

$50,000, utilizing Arizona State Contract No. CTR068894 (NASPO Cooperative Purchasing Agreement). This project was presented and approved in the FY2025-2026 Capital Improvement Plan (CIP).

*C. Adopt Ordinance No. 26-1000, amending Ordinance No. 24-971 and replacing its Exhibit 1 associated with the approval of the Zoning Map Amendment (Rezone), Case No. RZPAD2024-001, Eloy Valley Specific Plan PAD First Amendment – Sawtooth – EDF Renewables.

*D. Authorization to enter into an agreement with Danson Construction, LLC, Phoenix, Arizona, in an amount not to exceed $106,000 for exterior building renovations at the Troy Thomas Center.

*E. Consideration and possible action of Resolution No. 26-1657 authorizing staff to submit the ballot measure to the Pinal County Election Department pertaining to the City of Eloy submitting to the qualified elector thereof a question with respect to ratification and approval of the adoption of the Eloy General Plan as the new general plan for the City of Eloy.

VIII. Business: Possible Discussion and/or Action on the Following:

A.	Discussion and Consideration of Accepting a Proposal Submitted by Ellison-Mills Based on a Cooperative Purchasing Contract with Pinal County (Contract #233828ROQ) for an Amount Not to Exceed $200,000 for the Construction of Phase II of the Houser Road Water Line Extension Project; and Authorizing the Mayor to Sign the Necessary Contract Documents. This Project was presented and approved as part of the FY 2025-2026 Capital Improvement Program (CIP).	Mackenzie Letcher
B.	Adopt Resolution 26-1656 authorizing the Mayor and Council for the sale and execution and delivery of water and wastewater system revenue obligations, series 2026, and water and wastewater system revenue refunding obligations, series 2026, and authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing and refinancing a portion of the water and wastewater system of the city; delegating to the mayor of the city, the city manager and the finance director of the city certain authority with respect to the purposes hereof; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.	Brian Wright

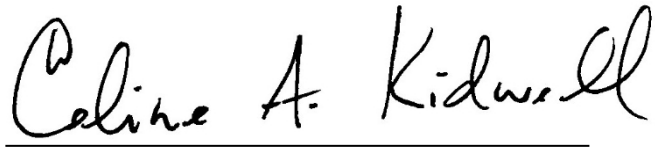
IX. Executive Session

Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

X. Adjournment

POSTED BY AT ELOY CITY HALL, ELOY POST OFFICE, AND CITY WEBSITE: www.eloyaz.gov

THE FACILITY WILL BE OPEN TO THE PUBLIC 30 MINUTES PRIOR TO THE START OF THE MEETING AND SEATING WILL BE AVAILABLE FOR "REASONABLY ANTICIPATED ATTENDANCE."



Celine A. Kidwell, CMC, FCRM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT MICHELLE HALL, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: V.A.
Date: 4/27/2026

Date submitted: 01/16/2026

Action: Other

Subject: Scheduled

Date requested: 4/27/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: V.B.
Date: 4/27/2026

Date submitted: 01/16/2026

Action: Other

Subject: Unscheduled

Date requested: 4/27/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY, ARIZONA

Office of the Mayor

PROCLAMATION

Mental Health Awareness Month

May 2026

WHEREAS, mental health is essential to the overall well-being of individuals, families, and our community; and

WHEREAS, one in five Americans experiences a mental health condition each year, and awareness, understanding, and access to care are critical to improving lives; and

WHEREAS, reducing stigma and encouraging open conversations about mental health helps ensure that those in need feel supported and empowered to seek help; and

WHEREAS, the City of Eloy is committed to supporting resources and partnerships that promote mental wellness and access to care for all residents; and

WHEREAS, we proudly recognize the opening of **Luke's House for Behavioral Health** in Eloy, with a ribbon cutting on May 1st, marking an important step forward in expanding local behavioral health services and support in our community;

NOW, THEREFORE, *I,* **Andrew Sutton, Mayor**, *do hereby proclaim* ***the Month of May*** *as the* **Mental Health Awareness Month** *in* **Eloy, Arizona**, *and encourage all citizens to take time to support mental health, check in on one another, and help build a stronger, healthier community.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Official Seal to be affixed this ___ day of April, 2026.*

Andrew Sutton
Mayor, City of Eloy, Arizona

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.A.
Date: 4/27/2026

Date submitted: 01/16/2026	**Action:** Formal	**Subject: Approval of Minutes — There are no minutes to approve.**
Date requested: 4/27/2026		

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.B.
Date: 4/27/2026

Date submitted: 04/09/2026 **Date requested:** 4/27/2026	**Action:** Formal	**Subject: Consideration and Approval of a Proposal from MCT Mobile Concepts Technology for the Purchase of Thirteen (13) Panasonic Toughbook Mobile Data Computers, Associated Accessories, and Warranties, in an amount not to exceed $50,000, utilizing Arizona State Contract No. CTR068894 (NASPO Cooperative Purchasing Agreement). This project was presented and approved in the FY2025-2026 Capital Improvement Plan (CIP).**

TO: Mayor and City Council

FROM: Brian Jerome, Captain

RECOMMENDATION:
Council authorize the acceptance of a proposal from MCT Mobile Concepts Technology for the purchase of thirteen (13) Panasonic Toughbook Mobile Data Computers, associated accessories, and warranties, using pricing per Arizona State Contract No. CTR068894, awarded through the NASPO ValuePoint Cooperative Purchasing Program for computer equipment and related services, at a cost not to exceed $50,000.00 and authorize the Mayor or designee to sign all documents necessary to accept the proposal.

DISCUSSION:
The Eloy Police Department requests City Council approval to accept a proposal from MCT Mobile Concepts Technology, an authorized reseller under Arizona State Contract No. CTR068894, to purchase thirteen (13) ruggedized Panasonic Toughbook Mobile Data Computers. The Department has identified the need to transition from a vehicle-assigned Mobile Data Computer (MDC) model to an officer-assigned model. Currently, MDCs are assigned to patrol vehicles, resulting in several operational challenges.

- MDCs remain powered on for extended periods of time (sometimes 24 hours per day), accelerating wear and reducing lifespan.
- Officers are unable to maintain continuous access to critical systems when not assigned to a specific vehicle.

- Officers occasionally require MDC access during periods of overtime beyond their scheduled shift, limiting efficiency.
- Shared equipment results in inconsistent care and accountability.

Transitioning to an officer-assigned MDC model will significantly improve operational efficiency, accountability, and equipment longevity. Officers will have consistent access to critical law enforcement systems, including Computer Aided Dispatch (CAD), Records Management System (RMS), and reporting writing platforms, enabling them to remain connected and productive in the field.

This purchase, combined with the Department's existing MDC inventory, will provide sufficient units to assign one MDC to each sworn officer. This approach is consistent with modern policing practices and supports the Department's broader technology and efficiency initiatives.

Additionally, individually assigned MDCs are expected to be better maintained by assigned personnel, reducing long-term maintenance and replacement costs.

The Department has also planned for the ongoing operational costs associated with this transition. Each MDC requires a cellular data connection at a monthly cost of $39.99 through Verizon. These recurring costs have been incorporated into the FY 2026-2027 telecommunications budget, ensuring there will be no un-budgeted fiscal impact.

This proposed purchase is based on a quote submitted by MCT Mobile Concepts Technology, an authorized reseller under Arizona State Contract No. CTR068894, awarded through the NASPO ValuePoint Cooperative Purchasing Program for computer equipment and related services. Use of this cooperative contract satisfies the City's competitive procurement requirements and eliminates the need for a separate formal solicitation process.

This equipment includes ruggedized Panasonic Toughbook laptops, batteries, and associated services and warranties specifically configured for law enforcement use.

FISCAL IMPACT:
The total cost of the purchase is $49,999.52, including estimated sales tax. Funding for this purchase is included in the approved Capital Improvement Project (CIP) budget for Fiscal Year 2025-2026 for Mobile Data Computer purchase and expansion. Ongoing cellular service costs associated with these devices have been accounted for in the FY 2026-2027 telecommunications budget.

Approved as to Form:



Stephen R. Cooper, City Attorney

Sales Quote

Quote: Q-30419
Account: c9613
Contract: NASPO - Panasonic Arizona: Master Agreement No. 23019 Contract #: CTR068894

Quote Date: 3/27/2026, 4:45 PM
Valid Until: 3/31/2026
Terms: Net 30
PO:

*Send POs to sales@mobileconceptstech.com for processing

Sales Rep: Tanner Funke
Email: tanner.funke@ruggedsolutionsamerica.com
Phone: (512) 585-5216
Fax: 281-259-6615

Billing Information
Eloy Police Department (AZ)
630 N Main St
Eloy Police Department
Eloy, AZ 85131
US

Shipping Information
Eloy Police Department (AZ)
630 N Main St
Eloy Police Department
Eloy, AZ 85131
US

Qty	SKU	Product Description	Unit Price	Total Price
13	FZ-55JV-35BM	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:GPS/ Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support	$3,279.59	$42,634.67
25	FZ-VZSU1HU	Primary battery MK-1-MK3	$117.75	$2,943.75

Freight	$0.00
Freight Type	Best Way
Estimated Sales Tax	$4,421.10
Total	$49,999.52

Important Tariff Notice
Due to the evolving tariff landscape, manufacturer-imposed tariff surcharges may impact quoted prices without notice. In some cases, we are not made aware of new surcharges until the order is placed. If that happens, we will notify you promptly and help determine appropriate next steps.

Orders placed before tariffs take effect will be honored at the quoted price whenever possible, even if delivery is later. We are actively monitoring the situation and doing everything possible to protect our customers from unexpected costs. Please reach out with any questions.

Terms & Conditions

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- Mobile Concepts Technology reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold “AS IS”
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Mobile Concepts Technology within 2 days of receipt of goods. All goods shipped at the buyer’s risk
- All product and services on this invoice will remain the property of Mobile Concepts Technology and will be fully encumbered until full payment has been remitted
- Terms orders are based on payment being made via Check, ACH, or Wire. If a Credit Card is presented as payment for a Net Terms Invoice, an administrative fee of 3.5% plus $25 will be added to the corrected invoice.

By submitting a signed copy of this sales quote, you can turn it into an official Purchase Order. Ensure that the details in this document meet your specific requirements before signing - no sales order will be generated without that all-important signature!

Account Eloy Police Department (AZ)

Quote # Q-30419

Quote Total $49,999.52

Quote Valid Until 3/31/2026

Signature

Date 4/27/2026

Printed Name Andrew Sutton

Title Mayor

Purchase Order #

Terms Net 30 terms

Billing Contact Information

Contact Name Captain Brian Jerome

Email bjerome@eloyaz.gov

Phone 520-464-3458

Contract Amendment

CONTRACT NO.: CTR068894 Computer Equipment, Peripherals & Related Services	PAGE 1	AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15TH AVE., STE. 402 Phoenix, AZ 85007
AMENDMENT NO.: Two (2)	OF 1	

CONTRACTOR:	**STATE AGENCY:**
Panasonic Connect North America Two Riverfront Plaza Newark, NJ 07102	AZ Department of Administration (ADOA) State Procurement Office 1802 West Jackson Street Number 100 Phoenix, AZ 85007
CONTACT: Amanda Beauchamp **PHONE:** (864) 316-5986 **EMAIL:** amanda.beauchamp@us.panasonic.com	**CONTACT:** Eric Bell **PHONE:** (602) 542-8921 **EMAIL:** eric.bell@azdoa.gov

Computer Hardware and Support

Pursuant to Uniform Terms and Conditions, Section 5, Contract Changes, sub-section 5.1 Amendments, the above referenced contract shall be amended as follows:

1. Per above Uniform Terms and Conditions, Section 5 Contract Changes, sub-section 5.1 Amendments, this contract is extended until 06/30/2026.
2. Law and Order Technology LLC shall be added as a Partner on the contract.

All other terms, conditions and provisions remain unchanged.

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

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NASPO ValuePoint Master Agreement No.: 23019

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Panasonic Connect North America, Division of Panasonic Corporation of North America, whose designated business address is Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. That Contractor changed its name from Panasonic Corporation of North America (PNA), doing business as Panasonic System Solutions Company of North America (PSSNA) to Panasonic Connect North America, Division of Panasonic Corporation of North America during negotiations; and

5. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

   a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

   b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

   c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a

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reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

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1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

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6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Solomon Surles III, Government Contracts Manager.

Solomon Surles III, Government Contracts Manager
Panasonic Connect North America, Division of Panasonic Corporation of North America
Two Riverfront Plaza, 9th Floor
Newark, NJ 07102-5490
Email: Solomon.SurlesIII@us.panasonic.com
Phone: 775.895.2401

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

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1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: DocuSigned by: Richard Elliot 549B07E1FBB7432...

Signature: Richard Elliot

Title: SVP Finance and Business Operations Date: 7/19/2023

2. State Agency

With delegated authority

Print name: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Signature: Elizabeth M. Randa

Title: Acquisition Management Specialist Date: 7/19/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: DocuSigned by: Andy Doran 68D02A26D7604BA...

Signature: Andy Doran

Title: IT Acquisitions Supervisor Date: 7/19/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

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bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

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in Paragraph 5.a. “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor’s process for accepting the return of equipment or other products at the end of the product’s life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor’s own product line, and are not intended to represent more than a third of any Contractor’s total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer’s general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

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Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees

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associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. **Laws and Regulations.**

Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as

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may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

2. The place and requested time of delivery;

3. A billing address;

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4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity via standard shipping as follows:

1. For large or custom builds, shipping is 30-45 days after receipt of order (ARO)

2. For in-stock products, shipping is 3-5 days ARO. If deployment services are required, shipping is 3-5 days after such services are rendered.

If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any

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portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. Upon delivery, the Purchasing Entity shall have 30 days to inspect. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance. The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and

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Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

20. **Title of Product.**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licensor in a duly executed contract.

b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.

c. The Contractor grants the Purchasing Entity a perpetual, non-exclusive, royalty free the license in Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services, excluding software, that are purchased through this Master Agreement.

d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

21. **Warranty.**

The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

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23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the

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required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable statutory State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Should any of the described policies be cancelled before the expiration date thereof or not renewed, Contractor will provide to a Participating Entity notice within five (5) business days.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's Commercial General liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

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30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

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b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Section Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders

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placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any third-party claims or causes of action, including reasonable attorney's fees, to the extent arising from Contractor's intentional, willful, or grossly negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any third-party action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, reasonable attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Use of the Deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the Deliverables or the System in combination, operation, or use with other

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products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) $5,000,000. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

1. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, transfer with any sale of tangible media or Product, perform, and display the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

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39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep

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one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, restrictions on the movement of people or goods imposed by public health order or by a declared state of emergency, or war, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon thirty (30) days' notice to Contractor for an opportunity to remediate or minimize the impact of such event on Contractor's performance, after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

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3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and

2. Terminate this Master Agreement and any related contracts or portions thereof; and

3. Impose liquidated damages as provided in this Master Agreement; and

4. Suspend Contractor from being able to respond to future bid solicitations; and

5. Suspend Contractor's performance; and

6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or

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requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

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d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

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the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

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develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all third-party claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

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19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

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Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

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Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

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4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

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not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

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Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

Awarded Bands:

X Band 1: Personal Computing Devices (Windows)
X Band 2: Personal Computing Devices (Non-Windows)
____ Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	0.0%
1	1B-1	Fully Rugged TOUGHBOOK Computer	16.0%
1	1B-2	Semi-Rugged TOUGHBOOK Computer	13.0%
1	1B-3	TOUGHBOOK Tablet	12.0%
1	1B-4	TOUGHBOOK Handheld	9.0%
1	1B-5	Accessory	11.0%
1	1B-6	Peripheral: Professional Video	5.0%
1	1B-7	Peripheral: Professional Audio	10.0%
1	1B-8	Peripheral: Display	22.0%
1	1B-9	Peripheral: Display Accessory	10.0%
1	1B-10	Peripheral: Projector (Large Venue, Installation)	48.0%
1	1B-11	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
1	1T	Band 1 - Third Party Product Minimum Discount	2.0%
1	1T-1	Absolute Software/Licenses	0.0%
1	1T-2	Agora Peripherals and Related Accessories	11.0%
1	1T-3	Airgain Peripherals and Related Accessories	11.0%
1	1T-4	Brother Peripherals and Related Accessories	11.0%
1	1T-5	CradlePoint Peripherals and Related Accessories	11.0%
1	1T-6	Crossmatch Software/Licenses	0.0%
1	1T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
1	1T-8	Havis Peripherals and Related Accessories	11.0%
1	1T-9	Ikey Peripherals and Related Accessories	11.0%
1	1T-10	Lind Peripherals and Related Accessories	11.0%
1	1T-11	Nuance Peripherals/Accessories	11.0%
1	1T-12	Nuance Software/Licenses	0.0%
1	1T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessori	11.0%
2	2B	Band 2 - Minimum Discount	0.0%
2	2B-1	TOUGHBOOK Tablet	12.0%
2	2B-2	TOUGHBOOK Handheld	9.0%
2	2B-3	Accessory	11.0%
2	2B-4	Peripheral: Professional Video	5.0%
2	2B-5	Peripheral: Professional Audio	10.0%
2	2B-6	Peripheral: Display	22.0%

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Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
2	2B-7	Peripheral: Display Accessory	10.0%
2	2B-8	Peripheral: Projector (Large Venue, Installation)	48.0%
2	2B-9	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
2	2T	Band 2 - Third Party Product Minimum Discount	2.0%
2	2T-1	Absolute Software/Licenses	0.0%
2	2T-2	Agora Peripherals and Related Accessories	11.0%
2	2T-3	Airgain Peripherals and Related Accessories	11.0%
2	2T-4	Brother Peripherals and Related Accessories	11.0%
2	2T-5	CradlePoint Peripherals and Related Accessories	11.0%
2	2T-6	Crossmatch Software/Licenses	0.0%
2	2T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
2	2T-8	Havis Peripherals and Related Accessories	11.0%
2	2T-9	Ikey Peripherals and Related Accessories	11.0%
2	2T-10	Lind Peripherals and Related Accessories	11.0%
2	2T-11	Nuance Peripherals/Accessories	11.0%
2	2T-12	Nuance Software/Licenses	0.0%
2	2T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessori	11.0%
	S	Installation	0.0%
	S	Extended Warranty	0.0%
	S	Training	0.0%
	S	Complimentary software	0.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**0.0%**
1	1B-1	Fully Rugged TOUGHBOOK Computer	16.0%
1	1B-2	Semi-Rugged TOUGHBOOK Computer	13.0%
1	1B-3	TOUGHBOOK Tablet	12.0%
1	1B-4	TOUGHBOOK Handheld	9.0%
1	1B-5	Accessory	11.0%
1	1B-6	Peripheral: Professional Video	5.0%
1	1B-7	Peripheral: Professional Audio	10.0%
1	1B-8	Peripheral: Display	22.0%
1	1B-9	Peripheral: Display Accessory	10.0%
1	1B-10	Peripheral: Projector (Large Venue, Installation)	48.0%
1	1B-11	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**2.0%**
1	1T-1	Absolute Software/Licenses	0.0%
1	1T-2	Agora Peripherals and Related Accessories	11.0%
1	1T-3	Airgain Peripherals and Related Accessories	11.0%
1	1T-4	Brother Peripherals and Related Accessories	11.0%
1	1T-5	CradlePoint Peripherals and Related Accessories	11.0%
1	1T-6	Crossmatch Software/Licenses	0.0%
1	1T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
1	1T-8	Havis Peripherals and Related Accessories	11.0%
1	1T-9	Ikey Peripherals and Related Accessories	11.0%
1	1T-10	Lind Peripherals and Related Accessories	11.0%
1	1T-11	Nuance Peripherals/Accessories	11.0%
1	1T-12	Nuance Software/Licenses	0.0%
1	1T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessorie	11.0%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**0.0%**
2	2B-1	TOUGHBOOK Tablet	12.0%
2	2B-2	TOUGHBOOK Handheld	9.0%
2	2B-3	Accessory	11.0%
2	2B-4	Peripheral: Professional Video	5.0%
2	2B-5	Peripheral: Professional Audio	10.0%
2	2B-6	Peripheral: Display	22.0%
2	2B-7	Peripheral: Display Accessory	10.0%
2	2B-8	Peripheral: Projector (Large Venue, Installation)	48.0%
2	2B-9	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**2.0%**

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Exhibit D: Price Schedule

Discount Structure

Band 2: Personal Computer Equipment (Non-Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
2	2T-1	Absolute Software/Licenses	0.0%
2	2T-2	Agora Peripherals and Related Accessories	11.0%
2	2T-3	Airgain Peripherals and Related Accessories	11.0%
2	2T-4	Brother Peripherals and Related Accessories	11.0%
2	2T-5	CradlePoint Peripherals and Related Accessories	11.0%
2	2T-6	Crossmatch Software/Licenses	0.0%
2	2T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
2	2T-8	Havis Peripherals and Related Accessories	11.0%
2	2T-9	Ikey Peripherals and Related Accessories	11.0%
2	2T-10	Lind Peripherals and Related Accessories	11.0%
2	2T-11	Nuance Peripherals/Accessories	11.0%
2	2T-12	Nuance Software/Licenses	0.0%
2	2T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessorie	11.0%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Panasonic's volume discount applies to fully ruggedized TOUGHBOOK computers and tablets. It is calculated not on purchase price but on the quantity of the same model of TOUGHBOOK equipment purchased by each specific end-user customer per transaction.

An end-user customer purchasing 50 to 99 units of the same TOUGHBOOK model will receive a 2-percent discount off contract pricing.

An end-user customer purchasing 100 units or more will receive a 4-percent discount off contract pricing.

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Cumulative discounts are not available at this time; however, in the instance that a State defines standardization of a Panasonic equipment model for use across the State, and multiple State entities or local entities within the State subsequently purchase the equipment model per State standardization, Panasonic may work with the State to provide additional discounts to the end-user purchasers.

3. Other Discount(s)

Additional discount(s) available.

Panasonic offers promotional pricing in which deeper discounts—an additional percentage off contract pricing—are available on specified products based on inventory and sales. Such promotional pricing is offered for a defined period (e.g., quarterly, defined as approximately 3 months).

Panasonic also provides piggyback pricing to local entities within States that have signed a NASPO Participating Addendum.

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Exhibit D: Price Schedule

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S	Installation	0.0%
S	Extended Warranty	0.0%
S	Training	0.0%
S	Complimentary software	0.0%

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Exhibit D: Price Schedule

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

Optional: Lease Rates

0% Financing
Short-term rental available

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
X	Other (specify):	Pansonic sales are indirect, executed through its authorized reseller partners; therefore, prompt payment discounts do not apply to Panasonic. However, reseller partners may individually provide this discount to the end-user customer.

Fully Rugged and Semi-Rugged Toughbooks, Laptops, Tablets, ProAV, Displays, Projectors, Accessories and Services, and Third Party

As of Mar 2026

	Manufacturer SKU	Manufacturer Name	Product Name	Product Description	Unit of Measure	MSRP	Discount off MSRP	Contract Price
1B-1	CF-330Z-2DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,684.87	16%	$ 5,615.29
1B-1	CF-339Z-1CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,242.73	16%	$ 5,243.89
1B-1	CF-330Z-1XBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,640.34	16%	$ 5,577.89
1B-1	CF-338Z-1ZBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,821.86	16%	$ 4,890.36
1B-1	CF-33YZ-0PBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,805.89	16%	$ 4,876.95
1B-1	CF-33YZ-05BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,656.55	16%	$ 4,751.50
1B-1	CF-33YZ-0MBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,760.30	16%	$ 4,838.65
1B-1	CF-330Z-1KBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,702.46	16%	$ 6,470.07
1B-1	CF-338Z-0KBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 7,103.32	16%	$ 5,966.79
1B-1	CF-338Q-01BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,514.43	16%	$ 4,632.12
1B-1	CF-330Z-1EBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,904.20	16%	$ 6,639.53
1B-1	CF-339Z-0WBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,569.78	16%	$ 4,678.62
1B-1	CF-339Z-1DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 6,953.14	16%	$ 5,840.64
1B-1	CF-339Z-1RBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 7,414.26	16%	$ 6,227.98
1B-1	CF-339Z-1SBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 7,020.96	16%	$ 5,897.61
1B-1	CF-339W-01BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,471.72	16%	$ 5,436.24
1B-1	CF-339Z-1NBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 7,049.78	16%	$ 5,921.82
1B-1	CF-330Z-1JBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,298.64	16%	$ 5,290.86
1B-1	CF-339Z-1MBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 6,558.27	16%	$ 5,508.95
1B-1	CF-33YZ-1HBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,731.35	16%	$ 3,974.33
1B-1	CF-33YA-06BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,765.34	16%	$ 5,682.89
1B-1	CF-338C-03BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 7,057.73	16%	$ 5,928.49
1B-1	CF-33YA-05BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,319.41	16%	$ 5,308.30
1B-1	CF-33YA-04BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,273.82	16%	$ 5,270.01
1B-1	CF-338C-04BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 7,549.24	16%	$ 6,341.36
1B-1	CF-330Z-1FBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,126.06	16%	$ 5,985.89
1B-1	CF-33YZ-0TBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,810.92	16%	$ 5,721.17
1B-1	CF-33YZ-0UBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,148.06	16%	$ 5,164.37
1B-1	CF-33YZ-0VBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,148.06	16%	$ 5,164.37
1B-1	CF-339C-03BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 7,212.83	16%	$ 6,058.78
1B-1	CF-339C-04BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,751.71	16%	$ 5,671.44
1B-1	CF-339A-04BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,800.13	16%	$ 4,872.11
1B-1	CF-330C-02BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 7,212.83	16%	$ 6,058.78
1B-1	CF-339A-05BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,313.65	16%	$ 5,303.47
1B-1	CF-339A-06BM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,428.93	16%	$ 5,400.30
1B-1	CF-33YZ-0ABM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,027.75	16%	$ 4,223.31
1B-1	CF-338Z-0DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,325.18	16%	$ 5,313.15
1B-1	CF-338Z-0EBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,630.67	16%	$ 5,569.76
1B-1	CF-33YZ-0BBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,541.27	16%	$ 4,654.67
1B-1	CF-338Z-0FBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,440.46	16%	$ 5,409.99
1B-1	CF-33YZ-0NBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,846.76	16%	$ 4,911.28
1B-1	CF-33YZ-0QBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,333.24	16%	$ 4,479.92
1B-1	CF-33YZ-0RBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 5,143.03	16%	$ 4,320.15
1B-1	CF-33YZ-0CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16G	EACH	$ 6,032.78	16%	$ 5,067.54
1B-1	CF-338Z-0LBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 7,594.83	16%	$ 6,379.66
1B-1	CF-338Z-0JBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,931.97	16%	$ 5,822.85
1B-1	CF-338Z-0HBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,931.97	16%	$ 5,822.85
1B-1	CF-338Z-0GBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32G	EACH	$ 6,816.69	16%	$ 5,726.02
1B-1	CF-330Z-2CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 8,616.10	16%	$ 7,237.52
1B-1	CF-330Z-2BBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,998.83	16%	$ 6,719.02
1B-1	CF-330Z-2ABM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,286.83	16%	$ 6,120.94
1B-1	CF-33YZ039BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,096.95	16%	$ 4,281.44
1B-1	CF-339Z01RBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,068.13	16%	$ 4,257.23
1B-1	CF-33YW07YBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,413.97	16%	$ 4,547.73
1B-1	CF-33YW06XBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,367.86	16%	$ 4,509.00
1B-1	CF-339W045BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,480.83	16%	$ 5,443.90
1B-1	CF-339W03MBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,926.23	16%	$ 5,818.03
1B-1	CF-339Y16XBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,183.41	16%	$ 4,354.06
1B-1	CF-33YZ00DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,855.38	16%	$ 4,078.52
1B-1	CF-338Z00QBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,079.66	16%	$ 4,266.91
1B-1	CF-338Z009BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,898.67	16%	$ 4,954.88
1B-1	CF-338Z00ABM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,199.97	16%	$ 5,207.97
1B-1	CF-338Z007BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,862.83	16%	$ 5,764.78
1B-1	CF-338Z006BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,817.24	16%	$ 5,726.48
1B-1	CF-33YZ014BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 6,401.71	16%	$ 5,377.44
1B-1	CF-338Z008BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,593.18	16%	$ 4,698.27
1B-1	CF-339W01EBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,434.72	16%	$ 5,405.16
1B-1	CF-338CAFEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,325.73	16%	$ 5,313.61
1B-1	CF-33YAACEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,924.55	16%	$ 4,136.62
1B-1	CF-33YCAAEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,132.06	16%	$ 4,310.93
1B-1	CF-338CACEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,708.46	16%	$ 4,795.11
1B-1	CF-33YAAAEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,809.27	16%	$ 4,039.79
1B-1	CF-33YCAAMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,623.57	16%	$ 4,723.80
1B-1	CF-33YAAAMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,300.78	16%	$ 4,452.66
1B-1	CF-338DAAMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,395.94	16%	$ 5,372.59
1B-1	CF-338CAAMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,084.69	16%	$ 5,111.14
1B-1	CF-338DAKMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,174.08	16%	$ 6,026.23
1B-1	CF-338DADMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,511.22	16%	$ 5,469.42
1B-1	CF-338CACMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,199.97	16%	$ 5,207.97
1B-1	CF-338DAFMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 7,128.50	16%	$ 5,987.94
1B-1	CF-33YZ004BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,416.06	16%	$ 4,549.49
1B-1	CF-33YAAFMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,033.34	16%	$ 5,068.01
1B-1	CF-338DACMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,511.22	16%	$ 5,469.42
1B-1	CF-33YZ002BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 6,078.92	16%	$ 5,106.29
1B-1	CF-33YZ003BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,416.06	16%	$ 4,549.49
1B-1	CF-33YZ017BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,738.85	16%	$ 4,820.63
1B-1	CF-33YZ013BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 6,356.12	16%	$ 5,339.14
1B-1	CF-33YZ015BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,738.85	16%	$ 4,820.63
1B-1	CF-330Z012BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,480.83	16%	$ 5,443.90
1B-1	CF-33YAAKEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,587.41	16%	$ 4,693.42
1B-1	CF-33YAAFEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,541.82	16%	$ 4,655.13
1B-1	CF-33YCAKEBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,910.20	16%	$ 4,964.57
1B-1	CF-338Z005BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,371.32	16%	$ 5,351.91
1B-1	CF-338Z00CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,742.52	16%	$ 4,823.72
1B-1	CF-33YAAAXBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,295.75	16%	$ 3,608.43
1B-1	CF-33YZ001BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,601.24	16%	$ 3,865.04
1B-1	CF-33YZ00WBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,587.94	16%	$ 4,693.87
1B-1	CF-33YZ011BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,437.55	16%	$ 4,567.54
1B-1	CF-338Z01BBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,194.94	16%	$ 4,363.75
1B-1	CF-338Z01HBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,552.30	16%	$ 4,663.93
1B-1	CF-33YZ00TBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,073.89	16%	$ 4,262.07
1B-1	CF-338Z01DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,169.58	16%	$ 5,182.45
1B-1	CF-338Z01ABM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,385.15	16%	$ 4,523.53
1B-1	CF-33YZ012BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,247.34	16%	$ 4,407.77
1B-1	CF-33YZ00UBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 4,411.03	16%	$ 3,705.27
1B-1	CF-33YZ00XBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Int	EACH	$ 5,633.52	16%	$ 4,732.16
1B-1	CF-338Z01FBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 6,215.16	16%	$ 5,220.73
1B-1	CF-33YZ010BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Int	EACH	$ 5,864.61	16%	$ 4,926.27
1B-1	CF-338Z01CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Inte	EACH	$ 5,437.02	16%	$ 4,567.10
1B-1	CF-33YZ00VBM	PANASONIC	FULL

1B-1	CF-FV4SDHMBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" QHD, 32GB, Intel Iris Xe, 512GB OPAL SSD, In	EACH	$	2,499.00	16%	$ 2,099.16
1B-1	FZ-40GZ-0WBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, AMD Rad	EACH	$	8,852.92	16%	$ 7,436.45
1B-1	FZ-40EZ-0BBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	6,182.88	16%	$ 5,193.62
1B-1	FZ-40EZ-0HBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	7,153.33	16%	$ 6,008.80
1B-1	FZ-40EZ-0JBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	6,574.83	16%	$ 5,522.86
1B-1	FZ-40EZ-0PBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 1T	EACH	$	6,555.14	16%	$ 5,506.32
1B-1	FZ-40GZ-0DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 51	EACH	$	6,971.01	16%	$ 5,855.65
1B-1	FZ-40GZ-0TBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 1TB OPAL	EACH	$	7,858.05	16%	$ 6,600.76
1B-1	FZ-40EZ-0ABM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	5,623.55	16%	$ 4,723.78
1B-1	FZ-40EZ-0EBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	6,594.00	16%	$ 5,538.96
1B-1	FZ-40EZ-0FBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	6,015.50	16%	$ 5,053.02
1B-1	FZ-40EZ-0KBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	6,773.05	16%	$ 5,689.36
1B-1	FZ-40EZ-0LBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	7,743.50	16%	$ 6,504.54
1B-1	FZ-40EZ-0MBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 51	EACH	$	7,165.00	16%	$ 6,018.60
1B-1	FZ-40EZ-0NBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 1T	EACH	$	5,995.81	16%	$ 5,036.48
1B-1	FZ-40EZ-0QBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 1T	EACH	$	7,145.31	16%	$ 6,002.06
1B-1	FZ-40GZ-0CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 51	EACH	$	6,411.68	16%	$ 5,385.81
1B-1	FZ-40GZ-0GBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 51	EACH	$	7,561.18	16%	$ 6,351.39
1B-1	FZ-40GZ-0RBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 51	EACH	$	7,382.13	16%	$ 6,200.99
1B-1	FZ-40GZ-0SBM	PANASONIC	FULLY RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 51	EACH	$	7,953.13	16%	$ 6,680.63
1B-1	FZ-40GZ-01BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	6,996.18	16%	$ 5,876.79
1B-1	FZ-40EZ00RBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,476.84	16%	$ 4,600.55
1B-1	FZ-40EAAAFBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,483.88	16%	$ 4,606.46
1B-1	FZ-40ECAAFBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	5,798.28	16%	$ 4,870.56
1B-1	FZ-40GCAAFBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	6,272.01	16%	$ 5,268.49
1B-1	FZ-40EZ003BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	6,454.33	16%	$ 5,421.64
1B-1	FZ-40EZ004BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,875.83	16%	$ 4,935.70
1B-1	FZ-40EZ009BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 1TB OPAL	EACH	$	5,795.14	16%	$ 4,867.92
1B-1	FZ-40EZ00CBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 1TB OPAL	EACH	$	6,109.54	16%	$ 5,132.01
1B-1	FZ-40GZ00JBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 1TB OPAL	EACH	$	6,583.27	16%	$ 5,529.95
1B-1	FZ-40GZ00EBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 1TB OPAL	EACH	$	6,023.94	16%	$ 5,060.11
1B-1	FZ-40GZ00SBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB(16+16), In	EACH	$	5,712.68	16%	$ 4,798.65
1B-1	FZ-40EZ00NBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,270.39	16%	$ 4,427.13
1B-1	FZ-40GBALHBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB(16+16), In	EACH	$	7,115.79	16%	$ 5,977.26
1B-1	FZ-40EZ00PBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,097.47	16%	$ 4,281.87
1B-1	FZ-40EAAAXBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	4,924.55	16%	$ 4,136.62
1B-1	FZ-40GCAAXBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	5,712.68	16%	$ 4,798.65
1B-1	FZ-40GCBAHBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 1TB OPAL	EACH	$	7,173.43	16%	$ 6,025.68
1B-1	FZ-40EZ001BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,316.50	16%	$ 4,465.86
1B-1	FZ-40EZ002BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	5,895.00	16%	$ 4,951.80
1B-1	FZ-40EZ005BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	6,074.05	16%	$ 5,102.20
1B-1	FZ-40EZ006BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	7,044.50	16%	$ 5,917.38
1B-1	FZ-40EZ007BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OF	EACH	$	6,466.00	16%	$ 5,431.44
1B-1	FZ-40EZ008BM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 1TB OPAL	EACH	$	5,235.81	16%	$ 4,398.08
1B-1	FZ-40EZ00ABM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 1TB OPAL	EACH	$	6,385.31	16%	$ 5,363.66
1B-1	FZ-40EZ00BBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	6,388.45	16%	$ 5,366.30
1B-1	FZ-40EZ00DBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 1TB OPAL	EACH	$	6,699.71	16%	$ 5,627.76
1B-1	FZ-40GZ00FBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	6,862.18	16%	$ 5,764.23
1B-1	FZ-40GZ00GBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	7,832.63	16%	$ 6,579.41
1B-1	FZ-40GZ00HBM	PANASONIC	FULLY RUGGED TOUGHBOOK	Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, 512GB OF	EACH	$	7,254.13	16%	$ 6,093.47
1B-5	ATS-200	PANASONIC	PRO AV ACCESSORY	2ch Auto Tracking Server - Requires Auto Tracking software purchased separately	EACH	$	4,510.79	11%	$ 4,014.60
1B-5	MPS-100	PANASONIC	PRO AV ACCESSORY	1U MPS Hardware for MPS device management, PTZ control & MS300 Visual Presets optional plugin	EACH	$	5,508.54	11%	$ 4,902.60
1B-5	MPS-100D	PANASONIC	PRO AV ACCESSORY	Desktop MPS Hardware for MPS device management, PTZ control & MS300 Visual Presets optional plugin	EACH	$	3,950.59	11%	$ 3,516.03
1B-5	MPS-400	PANASONIC	PRO AV ACCESSORY	1U MPS Hardware for SF500 Advanced Auto Framing optional plugin up to 4 cameras (or 6 cameras SF200 Aut	EACH	$	7,441.15	11%	$ 6,622.62
1B-5	MPS-400D	PANASONIC	PRO AV ACCESSORY	Desktop MPS Hardware for SF500 Advanced Auto Framing optional plugin up to 4 cameras (or 6 cameras SF20	EACH	$	5,887.95	11%	$ 5,240.28
1B-5	MPS-400S	PANASONIC	PRO AV ACCESSORY	Pallet Shipping Required - 4U MPS Hardware with SDI I/O Board for SF400 Video Mixer Plugin (or 4 cameras SF	EACH	$	10,832.12	11%	$ 9,640.59
1B-5	MPS-600	PANASONIC	PRO AV ACCESSORY	3U MPS Hardware for SF500 Advanced Auto Framing optional plugin up to 6 cameras (or 8 cameras SF200 Aut	EACH	$	12,378.21	11%	$ 11,016.61
1B-5	AG-BRD70P	PANASONIC	PRO AV ACCESSORY	Dual battery charger for AG-VBR118G, AG-VBR59P, AG-VBR89G	EACH	$	352.56	11%	$ 313.78
1B-5	AG-MC200G	PANASONIC	PRO AV ACCESSORY	HQ Unidirectional Mic Phantom powered	EACH	$	657.42	11%	$ 585.10
1B-5	AG-VBR118G	PANASONIC	PRO AV ACCESSORY	Battery used with AU-EVA1, AG-CX350/DVX200/UX90/UX180/PX270/PX230 (11800mAh).	EACH	$	629.81	11%	$ 560.53
1B-5	AG-VBR59P	PANASONIC	PRO AV ACCESSORY	Battery used with AU-EVA1, AG-CX350/DVX200/UX90/UX180/PX270/PX230 (5900 mAh).	EACH	$	298.01	11%	$ 265.23
1B-5	AG-VBR89G	PANASONIC	PRO AV ACCESSORY	Battery used with AU-EVA1, AG-CX350/DVX200/UX90/UX180/PX270/PX230 (8850mAh).	EACH	$	490.87	11%	$ 436.87
1B-5	AK-SFC391Z	PANASONIC	PRO AV ACCESSORY	ST 2110 FEATURE ACTIVATION FOR HC3900	EACH	$	7,434.39	11%	$ 6,616.61
1B-5	AT-CAN-322U-BJRK	PANASONIC	PRO AV ACCESSORY	BNC STAND-OFF PANEL 2 RU 32 RECEPTACLES	EACH	$	402.91	11%	$ 358.59
1B-5	AT-CAN-MICRO-M2F	PANASONIC	PRO AV ACCESSORY	MICRO BNC- FEMALE 1FT	EACH	$	58.71	11%	$ 52.25
1B-5	AT-KC10C1G	PANASONIC	PRO AV ACCESSORY	KAIROSCONTROL TWO STRIPE HARDWARE SWITCHER PANEL	EACH	$	36,562.47	11%	$ 32,540.60
1B-5	AT-KC10C2G	PANASONIC	PRO AV ACCESSORY	KAIROS CONTROL TWO STRIPE HARDWARE COMPACT SWITCHER PANEL	EACH	$	22,088.76	11%	$ 19,659.00
1B-5	AT-KC2000P	PANASONIC	PRO AV ACCESSORY	Kairos Core FLAGSHIP w 100G Nic for ST2110 & 100G for ST2022-7 (can add 4x SDI card)	EACH	$	148,973.84	11%	$ 132,586.72
1B-5	AT-KC2000PS1	PANASONIC	PRO AV ACCESSORY	Kairos Core FLAGSHIP w 2x 100G Nic for ST2110 & 2x 100G for ST2022-7 (can add 2x SDI card)	EACH	$	186,143.28	11%	$ 165,667.52
1B-5	AT-KC200P	PANASONIC	PRO AV ACCESSORY	Kairos Core with 100G Nic for ST2110 & 100G for ST2022-7 (can add 4x SDI card)	EACH	$	82,589.88	11%	$ 73,504.99
1B-5	AT-KC200PL1	PANASONIC	PRO AV ACCESSORY	Kairos Core with 3x SDI boards, upgradable to ST2110 (can add 1x SDI card)	EACH	$	62,007.58	11%	$ 55,186.75
1B-5	AT-KC20M1G	PANASONIC	PRO AV ACCESSORY	Kairos SDI Board for Core, 8in x 4out-3G/4in x 2out-12G	EACH	$	8,859.09	11%	$ 7,884.59
1B-5	AT-KC20M2G	PANASONIC	PRO AV ACCESSORY	HDMI Input Card - 4x Total Inputs. Supports 2x HDMI 2.1 and 2x HDMI 2.0 and 4K 60p at 12bit 4.4.4	EACH	$	6,469.41	11%	$ 5,757.77
1B-5	AT-KC20M3G	PANASONIC	PRO AV ACCESSORY	HDMI Output Card - 4x Total HDMI 2.1 Outputs. Supports 4K 60p at 12bit 4.4.4	EACH	$	6,469.41	11%	$ 5,757.77
1B-5	AT-SF001Z	PANASONIC	PRO AV ACCESSORY	KC100 4K UPGRADE OPTION KEY - EMAIL (NON REFUNDABLE)	EACH	$	10,092.16	11%	$ 8,982.02
1B-5	AT-SF002Z	PANASONIC	PRO AV ACCESSORY	KC100 I/O UPGRADE OPTION KEY - EMAIL (NON REFUNDABLE)	EACH	$	10,092.16	11%	$ 8,982.02
1B-5	AT-SF003Z	PANASONIC	PRO AV ACCESSORY	KC100 CANVAS OPTION KEY - EMAIL (NON REFUNDABLE)	EACH	$	10,092.16	11%	$ 8,982.02
1B-5	AT-SF005Z	PANASONIC	PRO AV ACCESSORY	KAIROS IP AUDIO MIXER OPTION KEY - EMAIL (NON REFUNDABLE)	EACH	$	3,064.20	11%	$ 2,727.14
1B-5	AT-SFC10Z	PANASONIC	PRO AV ACCESSORY	KAIROSCREATOR SET UP GUI AND SOFT PANEL LICENCE KEY - EMAIL (NON REFUNDABLE)	EACH	$	3,364.06	11%	$ 2,994.01
1B-5	AT-SFCM10Z	PANASONIC	PRO AV ACCESSORY	KAIROS CORE MANAGER	EACH	$	7,279.01	11%	$ 6,478.32
1B-5	AT-SFE01Z	PANASONIC	PRO AV ACCESSORY	KAIROS ROSS TALK ACTIVATION KEY - EMAIL DELIVERY (NON REFUNDABLE)	EACH	$	4,644.24	11%	$ 4,133.37
1B-5	AT-SFE02Z	PANASONIC	PRO AV ACCESSORY	KAIROS KST ROBOTICS LIC- INTANGIBLE	EACH	$	5,688.76	11%	$ 5,063.00
1B-5	AT-SFE03Z	PANASONIC	PRO AV ACCESSORY	KAIROS NMOS KEY - EMAIL (NON REFUNDABLE)	EACH	$	7,666.76	11%	$ 6,823.42
1B-5	AT-SFTC10Z	PANASONIC	PRO AV ACCESSORY	TOUCH CONTROL PANEL SW LICENSE EMAIL (NON REFUNDABLE)	EACH	$	668.81	11%	$ 595.24
1B-5	CZKI-DEL-R1U	PANASONIC	PRO AV ACCESSORY	1RU FINISHED METAL PLATE FOR DC MODULES CZARNOWSKI VERSION W/ FAN	EACH	$	2,027.34	11%	$ 1,804.33
1B-5	K-IC-1PLATFORM4KEY	PANASONIC	PRO AV ACCESSORY	SNP PLATFORM BASE - HARDWARE REV A - 4 APPLICATION PROCESSORS, CENTRAL ST2110/2022-6/2022-7 IN	EACH	$	54,114.64	11%	$ 48,162.03
1B-5	K-LT4610PTP	PANASONIC	PRO AV ACCESSORY	LEADER LT4610 SYNC GEN W/ SER03 PTP LICENSE INSTALLED	EACH	$	19,608.81	11%	$ 17,451.84
1B-5	K-LT4670PTP	PANASONIC	PRO AV ACCESSORY	LEADER LT4670 Sync Generator and PTP Clock w/ SER03 PTP License Installed	EACH	$	19,189.84	11%	$ 17,078.96
1B-5	K-MCP1600-C002E30N	PANASONIC	PRO AV ACCESSORY	MELLANOX PASSIVE COPPER CABLE, ETH 100GBE, 100GB/S, QSFP28, 2M, BLACK, 30AWG, CA-N	EACH	$	183.38	11%	$ 163.21
1B-5	K-SKARJ-ETHGPI-LNK	PANASONIC	PRO AV ACCESSORY	SKAARHOJ ETHERNET TO GPI LINK MODULE	EACH	$	1,355.11	11%	$ 1,206.05
1B-5	K-SKARJ-MASTERK1	PANASONIC	PRO AV ACCESSORY	SKAARHOJ MASTER KEY ONE W/BLUE PILL INSIDE - KAIROS PANEL OPTION W/ POWER SUPPLY	EACH	$	8,307.32	11%	$ 7,393.51
1B-5	K-SKARJ-WAVEBV2	PANASONIC	PRO AV ACCESSORY	SKAARHOJ WAVE BOARD FOR LIVE SWITCHING PRODUCTIONS	EACH	$	7,427.69	11%	$ 6,610.64
1B-5	SHAN-KC10C1	PANASONIC	PRO AV ACCESSORY	KAIROS PANEL HARD CASE 3I6018-8	EACH	$	2,024.13	11%	$ 1,801.48
1B-5	SHAN-VIEWSONIC-4K	PANASONIC	PRO AV ACCESSORY	32 VIEWSONIC 4K MONITOR SHIPPING CASE	EACH	$	1,082.05	11%	$ 963.02
1B-5	AG-CX20PJ	PANASONIC	PRO AV ACCESSORY	Professional compact hand-held P2 4K camcorder w/ XLR audio inputs	EACH	$	3,974.29	11%	$ 3,537.12
1B-5	AJ-CVF25GJ	PANASONIC	PRO AV ACCESSORY	HD COLOR VF. HIGH CONTRAST AND BRIGHTNESS. ROTATES TWO WAYS FOR LCD MONITOR VIEWING. COMP	EACH	$	7,047.74	11%	$ 6,272.49
1B-5	AJ-CVF70GJ	PANASONIC	PRO AV ACCESSORY	0.7-TYPE FULL HD OLED COLOR VIEWFINDER. COMPATIBLE WITH THE AJ SERIES SHOULDER MOUNT CAMCOR	EACH	$	10,920.21	11%	$ 9,718.99
1B-5	AJ-CX4000GJ	PANASONIC	PRO AV ACCESSORY	SHOULDER-MOUNT 4K/UHD B4 MOUNT CAMCORDER. HDR, BT2100 AND BT2020. AVC ULTRA P2 CODEC. INC	EACH	$	43,430.84	11%	$ 38,653.45
1B-5	AJ-MC900G	PANASONIC	PRO AV ACCESSORY	Stereo Microphone (5 - Pin)	EACH	$	2,386.46	11%	$ 2,123.95
1B-5	AJ-MH800G	PANASONIC	PRO AV ACCESSORY	Microphone Holder	EACH	$	554.72	11%	$ 493.70
1B-5	BD-1550NM25GSFP	PANASONIC	PRO AV ACCESSORY	1550 nM 25 Gbps SFP Module laser for UCU700 and UCX100	EACH	$	2,260.06	11%	$ 2,011.45
1B-5	CAN-R380S-REEL	PANASONIC	PRO AV ACCESSORY	CANARE - CABLE REEL FOR SMPTE FIBER STUDIO CAM	EACH	$	1,242.21	11%	$ 1,105.57
1B-5	CAN-SMPTE-100FT	PANASONIC	PRO AV ACCESSORY	100FT SMPTE CABLE - CANARE	EACH	$	1,563.25	11%	$ 1,391.29
1B-5	CAN-SMPTE-164FT	PANASONIC	PRO AV ACCESSORY	164FT SMPTE CABLE - CANARE	EACH	$	1,702.96	11%	$ 1,515.63
1B-5	CAN-SMPTE-300FT	PANASONIC	PRO AV ACCESSORY	300FT SMPTE CABLE - CANARE	EACH	$	2,066.45	11%	$ 1,839.14
1B-5	CAN-SMPTE-500FT	PANASONIC	PRO AV ACCESSORY	500FT SMPTE CABLE - CANARE	EACH	$	2,651.96	11%	$ 2,360.24
1B-5	CASEXA99	PANASONIC	PRO AV ACCESSORY	FUJI ROAD CASE 99X	EACH	$	2,388.12	11%	$ 2,125.43
1B-5	CZKI-TOEPLATE	PANASONIC	PRO AV ACCESSORY	STUDIO CAMERA TOE PLATES	EACH	$	311.85	11%	$ 277.55
1B-5	FKWA-100M-AMS	PANASONIC	PRO AV ACCESSORY	FKWA-100M-AMS 100 METER SMPTE 311 CABLE	EACH	$	1,868.24	11%	$ 1,662.73
1B-5	FKWA-15M-AMS	PANASONIC	PRO AV ACCESSORY	FKWA-15M-AMS 15 METER SMPTE 311 CABLE	EACH	$	1,283.58	11%	$ 1,142.39
1B-5	FKWA-200M-AMS	PANASONIC	PRO AV ACCESSORY	FKWA-200M-AMS 200 METER SMPTE 311 CABLE	EACH	$	2,580.80	11%	$ 2,296.91
1B-5	FKWA-20M-AMS	PANASONIC	PRO AV ACCESSORY	FKWA-20M-AMS 20 METER SMPTE 311 CABLE	EACH	$	1,320.36	11%	$ 1,175.12
1B-5	FKWA-30M-AMS	PANASONIC	PRO AV ACCESSORY	FKWA-30M-AMS 30 METER SMPTE 311 CABLE	EACH	$	1,392.41	11%	$ 1,239.24
1B-5	FKWA-50M-AMS	PANASONIC	PRO AV ACCESSORY	FKWA-50M-AMS 50 METER SMPTE 311 CABLE	EACH	$	1,535.19	11%	$ 1,366.32
1B-5	FOA-1F	PANASONIC	PRO AV ACCESSORY	SMPTE to ST Adapter Female	EACH	$	921.95	11%	$ 820.54
1B-5	FOA-1F-2LC	PANASONIC	PRO AV ACCESSORY	LEMO to LC Fiber adapter - CCU Side -Female	EACH	$	1,034.06	11%	$ 920.31
1B-5	FOA-1M	PANASONIC	PRO AV ACCESSORY	SMPTE to ST Adapter Male	EACH	$	1,018.45	11%	$ 906.42
1B-5	FOA-1M-2LC	PANASONIC	PRO AV ACCESSORY	LEMO to LC Fiber adapter - Camera SIDE -MALE	EACH	$	1,108.36	11%	$ 986.44
1B-5	FOF-M-F-BC-100FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 100FT	EACH	$	1,560.99	11%	$ 1,389.28
1B-5	FOF-M-F-BC-150FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 150FT	EACH	$	1,686.07	11%	$ 1,500.60
1B-5	FOF-M-F-BC-250FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 250FT	EACH	$	1,940.40	11%	$ 1,726.96

1B-5	FOF-M-F-BC-25FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 25FT	EACH	$ 1,372.07	11%	$ 1,221.14
1B-5	FOF-M-F-BC-300FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 300FT	EACH	$ 2,064.25	11%	$ 1,837.18
1B-5	FOF-M-F-BC-500FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 500FT	EACH	$ 2,567.18	11%	$ 2,284.79
1B-5	FOF-M-F-BC-50FT	PANASONIC	PRO AV ACCESSORY	SMPTE Fiber Cable 50FT	EACH	$ 1,435.91	11%	$ 1,277.96
1B-5	FOF-M-F-C-2FT	PANASONIC	PRO AV ACCESSORY	2 FOOT SMPTE 311 JUMPER CABLE FOR FBX75	EACH	$ 1,250.96	11%	$ 1,113.35
1B-5	IA-200A	PANASONIC	PRO AV ACCESSORY	IDX Power Supply. Requires optional XLRMF10 cable sold seperately.	EACH	$ 874.28	11%	$ 778.11
1B-5	IA-300A	PANASONIC	PRO AV ACCESSORY	IDX Power Supply, use with Studio-100 cable. Requires optional XLRMF10 cable sold seperately.	EACH	$ 1,195.15	11%	$ 1,063.68
1B-5	IA-70A	PANASONIC	PRO AV ACCESSORY	IDX POWER SUPPLY 70W. Requires optional XLRMF10 cable sold seperately.	EACH	$ 452.62	11%	$ 402.83
1B-5	MD-SPT-SPPSPR-11	PANASONIC	PRO AV ACCESSORY	MULTIDYNE POWER BOX FOR FBX75 KIT	EACH	$ 2,980.46	11%	$ 2,652.61
1B-5	MOD1AK-HCU250	PANASONIC	PRO AV ACCESSORY	4K UPGRADE KIT MODIFICATION SKU FOR HCU250 WITH HUC01G AND INSTALLATION	EACH	$ 24,426.13	11%	$ 21,739.26
1B-5	MOD1AK-UC4000	PANASONIC	PRO AV ACCESSORY	AK-UC4000 W/ HIGH POWER SFP INSTALLED (WORKS WITH MOD1AK-UCU600 ONLY)	EACH	$ 52,065.09	11%	$ 46,337.93
1B-5	MOD1AK-UC4000B	PANASONIC	PRO AV ACCESSORY	AK-UC4000B W/ HIGH POWER SFP INSTALLED (WORKS WITH MOD1AK-UCU600 ONLY)	EACH	$ 52,065.09	11%	$ 46,337.93
1B-5	MOD1AK-UCU700	PANASONIC	PRO AV ACCESSORY	AK-UCU700PSJ w/ installed high powered 25G SFP and ST Plate	EACH	$ 29,141.92	11%	$ 25,936.31
1B-5	MOD1AK-UCU710	PANASONIC	PRO AV ACCESSORY	AK-UCU710PSJ w/ installed high powered 25G SFP and ST Plate	EACH	$ 38,265.95	11%	$ 34,056.70
2B-3	MOD1AK-UCX100	PANASONIC	PRO AV ACCESSORY	AK-UCX100GSJ w/ installed high powered 25G SFP	EACH	$ 57,969.45	11%	$ 51,592.81
1B-5	MOD2AK-HCU250	PANASONIC	PRO AV ACCESSORY	AK-HCU250PSJ w/ installed ST Plate	EACH	$ 16,590.53	11%	$ 14,765.57
1B-5	MOD2AK-UCU700	PANASONIC	PRO AV ACCESSORY	AK-UCU700PSJ w/ installed ST Plate	EACH	$ 27,230.15	11%	$ 24,234.83
1B-5	MOD2AK-UCU710	PANASONIC	PRO AV ACCESSORY	AK-UCU710PSJ w/ installed ST Plate	EACH	$ 36,354.19	11%	$ 32,355.23
1B-5	MOD5AK-UC4000	PANASONIC	PRO AV ACCESSORY	UC4000 4K FLAGSHIP FIELD CAMERA W/ OLPF ANTI MOIRE FILTER INSTALLED REPLACING DIFFUSION FILTER II	EACH	$ 52,744.66	11%	$ 46,942.75
1B-5	MOD5AK-UC4000B	PANASONIC	PRO AV ACCESSORY	UC4000B FLAGSHIP 4K HDR STUDIO CAMERA WITH OLPF INSTALLED W/O HBU500 BUILDUP KIT INTERCONNE	EACH	$ 52,744.66	11%	$ 46,942.75
1B-5	MOD5AK-UCX100	PANASONIC	PRO AV ACCESSORY	AK- UCX100 Studio Camera with HD OLPF pre installed - 25G CCUless op SSL camera	EACH	$ 57,590.19	11%	$ 51,255.27
1B-5	MOH-HVF100G	PANASONIC	PRO AV ACCESSORY	Portabrace Monitor Hood for HVF100G	EACH	$ 260.67	11%	$ 232.00
1B-5	SHAN-AKCAMCASE	PANASONIC	PRO AV ACCESSORY	THERMODYNE CASE STUDIO CAMERAS PLV100 UC3900	EACH	$ 1,075.73	11%	$ 957.40
1B-5	SHAN-HBU500	PANASONIC	PRO AV ACCESSORY	ROAD CASE FOR AK-HBU500	EACH	$ 1,261.75	11%	$ 1,122.96
1B-5	SHAN-HC5000	PANASONIC	PRO AV ACCESSORY	Thermodyne Case for AK-HC5000/UC3000+VF	EACH	$ 952.16	11%	$ 847.42
1B-5	SHAN-UCU500	PANASONIC	PRO AV ACCESSORY	Thermodyne Case for AK-UCU500+ROP	EACH	$ 973.41	11%	$ 866.33
1B-5	AV-HSW10PJ	PANASONIC	PRO AV ACCESSORY	COMPACT IP SWITCHER WITH STREAMING	EACH	$ 10,214.09	11%	$ 9,090.54
1B-5	AV-UHS500PJ	PANASONIC	PRO AV ACCESSORY	3G/12G LIVE SWITCHER 1 ME +	EACH	$ 32,218.99	11%	$ 28,674.90
1B-5	AV-UHS5M1G	PANASONIC	PRO AV ACCESSORY	12G SDI INPUT UNIT FOR UHS500	EACH	$ 6,323.20	11%	$ 5,627.65
1B-5	AV-UHS5M2G	PANASONIC	PRO AV ACCESSORY	12G SDI OUTPUT UNIT FOR UHS500	EACH	$ 6,278.84	11%	$ 5,588.17
2B-3	AV-UHS5M3G	PANASONIC	PRO AV ACCESSORY	HDMI 2.0 INPUT UNIT FOR UHS500	EACH	$ 5,591.41	11%	$ 4,976.35
2B-3	AV-UHS5M4G	PANASONIC	PRO AV ACCESSORY	HDMI 2.0 OUTPUT UNIT FOR UHS500	EACH	$ 5,588.67	11%	$ 4,973.92
2B-3	AV-UHS5M5G	PANASONIC	PRO AV ACCESSORY	4K DVE UNIT FOR UHS500	EACH	$ 4,892.01	11%	$ 4,353.89
1B-5	AV-UHS5M6G	PANASONIC	PRO AV ACCESSORY	NDI I/F Unit for Live Switcher AV-UHS500	EACH	$ 6,312.00	11%	$ 5,617.68
1B-5	SHAN-KC10C2	PANASONIC	PRO AV ACCESSORY	HARD CASE FOR KC10C2 COMPACT PANEL	EACH	$ 1,250.62	11%	$ 1,113.05
1B-5	SHAN-UHS500	PANASONIC	PRO AV ACCESSORY	ROAD CASE FOR AV-UHS500	EACH	$ 807.02	11%	$ 718.25
1B-5	TPT-FA006	PANASONIC	PRO AV ACCESSORY	40A POWER SUPPLY	EACH	$ 3,343.18	11%	$ 2,975.43
1B-5	TPT-FC162	PANASONIC	PRO AV ACCESSORY	IGUS 17.2.063 - 1M CHAIN	EACH	$ 289.34	11%	$ 257.51
1B-5	TPT-FC163	PANASONIC	PRO AV ACCESSORY	IGUS 117.2.1P - FEMALE END CHAIN (FOR LGUS CHAIN 17.2.063) VESSEL SIDE	EACH	$ 30.02	11%	$ 26.72
1B-5	TPT-FC164	PANASONIC	PRO AV ACCESSORY	LGUS 117.2.2P - MALE END CHAIN (FOR LGUS CHAIN 17.2.063) DOLLY SIDE	EACH	$ 30.02	11%	$ 26.72
1B-5	TPT-FC207	PANASONIC	PRO AV ACCESSORY	0.3M CAB BUS CABLE FOR P/T HEAD SYSTEM	EACH	$ 321.33	11%	$ 285.98
1B-5	TPT-FC292	PANASONIC	PRO AV ACCESSORY	CANON LENS CABLE FOR P/T HEAD SYSTEM	EACH	$ 1,307.80	11%	$ 1,163.94
1B-5	TPT-FC293	PANASONIC	PRO AV ACCESSORY	FUJIINON LENS CABLE FOR P/T HEAD SYSTEM	EACH	$ 1,307.80	11%	$ 1,163.94
1B-5	TPT-FD008	PANASONIC	PRO AV ACCESSORY	RAIL CONNECTION	EACH	$ 171.66	11%	$ 152.78
1B-5	TPT-FM127	PANASONIC	PRO AV ACCESSORY	MC20 MASTER CONTROL UNIT	EACH	$ 35,023.62	11%	$ 31,171.02
1B-5	TPT-FS139	PANASONIC	PRO AV ACCESSORY	PAN/TILT (P/T) HEAD	EACH	$ 68,240.34	11%	$ 60,733.90
1B-5	TPT-FS226	PANASONIC	PRO AV ACCESSORY	ZOOM FOLLOWER SB FOR P/T HEAD SYSTEM	EACH	$ 9,340.24	11%	$ 8,312.81
1B-5	TPT-SC001	PANASONIC	PRO AV ACCESSORY	STARTER SIMPLO	EACH	$ 16,909.09	11%	$ 15,049.09
1B-5	TPT-SC002	PANASONIC	PRO AV ACCESSORY	STARTER SIMPLO TWIN	EACH	$ 14,943.61	11%	$ 13,299.81
1B-5	TPT-SC004	PANASONIC	PRO AV ACCESSORY	STARTER VARIO	EACH	$ 17,979.78	11%	$ 16,002.00
1B-5	TPT-SC007	PANASONIC	PRO AV ACCESSORY	STARTER TWIN COLUMN - FIX BASE	EACH	$ 14,943.61	11%	$ 13,299.81
1B-5	TPT-SC009	PANASONIC	PRO AV ACCESSORY	Tecnopoint Triton Starter Twin Teleprompter PRO/MOT System	EACH	$ 46,427.25	11%	$ 41,320.25
1B-5	TPT-SD001	PANASONIC	PRO AV ACCESSORY	STARTER SIMPLO DESCENDER	EACH	$ 16,909.09	11%	$ 15,049.09
1B-5	TPT-SF001	PANASONIC	PRO AV ACCESSORY	STARTER DOLLY SIMPLO TWIN	EACH	$ 58,561.86	11%	$ 52,120.06
1B-5	TPT-SF002	PANASONIC	PRO AV ACCESSORY	STARTER FLOOR DOLLY 400	EACH	$ 44,326.47	11%	$ 39,450.56
1B-5	TPT-SF003	PANASONIC	PRO AV ACCESSORY	STARTER FLOOR DOLLY 250	EACH	$ 30,948.49	11%	$ 27,544.16
1B-5	TPT-SS006	PANASONIC	PRO AV ACCESSORY	60MM EXTENSION STARTER	EACH	$ 143.82	11%	$ 128.00
1B-5	TPT-SS007	PANASONIC	PRO AV ACCESSORY	100MM EXTENSION STARTER	EACH	$ 177.45	11%	$ 157.93
1B-5	TPT-SS008	PANASONIC	PRO AV ACCESSORY	150MM EXTENSION STARTER	EACH	$ 192.53	11%	$ 171.35
1B-5	TPT-SS009	PANASONIC	PRO AV ACCESSORY	200MM EXTENSION STARTER	EACH	$ 192.53	11%	$ 171.35
1B-5	TPT-SS010	PANASONIC	PRO AV ACCESSORY	250MM EXTENSION STARTER	EACH	$ 211.06	11%	$ 187.84
1B-5	TPT-SS011	PANASONIC	PRO AV ACCESSORY	500MM EXTENSION STARTER	EACH	$ 229.60	11%	$ 204.34
1B-5	TPT-SS018	PANASONIC	PRO AV ACCESSORY	MOTORIZED PAN HEAD	EACH	$ 26,572.54	11%	$ 23,649.56
1B-5	TPT-SS019	PANASONIC	PRO AV ACCESSORY	QUICK RELEASE PLATE	EACH	$ 1,681.53	11%	$ 1,496.56
1B-5	TPT-SS020	PANASONIC	PRO AV ACCESSORY	PROMPTER UPGRADE KIT FOR CUESCRIPT	EACH	$ 1,237.12	11%	$ 1,101.04
1B-5	TPT-ST001	PANASONIC	PRO AV ACCESSORY	2M STRAIGHT FLOOR TRACK 400	EACH	$ 3,665.87	11%	$ 3,262.62
1B-5	TPT-ST002	PANASONIC	PRO AV ACCESSORY	1M STRAIGHT FLOOR TRACK 400	EACH	$ 2,161.78	11%	$ 1,923.98
1B-5	TPT-ST004	PANASONIC	PRO AV ACCESSORY	CURVED TRACK 3M RADIUS 30 DEGREES	EACH	$ 4,524.13	11%	$ 4,026.48
1B-5	TPT-ST005	PANASONIC	PRO AV ACCESSORY	CURVED TRACK 4M RADIUS 30 DEGREES 400	EACH	$ 7,335.51	11%	$ 6,528.60
1B-5	TPT-ST006	PANASONIC	PRO AV ACCESSORY	2M STRAIGHT FLOOR TRACK 250	EACH	$ 3,473.34	11%	$ 3,091.27
1B-5	TPT-ST007	PANASONIC	PRO AV ACCESSORY	1M STRAIGHT FLOOR TRACK 250	EACH	$ 2,090.78	11%	$ 1,860.79
1B-5	TPT-ST008	PANASONIC	PRO AV ACCESSORY	CURVED TRACK 4M RADIUS 30 DEGREES 250	EACH	$ 7,001.01	11%	$ 6,230.90
1B-5	TPT-ST009	PANASONIC	PRO AV ACCESSORY	STARTER 1.5M STRAIGHT FLOOR TRACK 400	EACH	$ 2,475.67	11%	$ 2,203.35
1B-5	TPT-ST010	PANASONIC	PRO AV ACCESSORY	CURVED FLOOR TRACK RADIUS 12000MM - 10 , 400	EACH	$ 7,335.51	11%	$ 6,528.60
1B-5	TPT-ST012	PANASONIC	PRO AV ACCESSORY	STARTER END TRACK KIT	EACH	$ 1,681.53	11%	$ 1,496.56
1B-5	TPT-TA002	PANASONIC	PRO AV ACCESSORY	POWER SUPPLY UNIT, INPUT 100-240V, OUTPUT 24V DC 9.2A (EC5 F), UL CERTIFICATE	EACH	$ 633.04	11%	$ 563.41
1B-5	TPT-TB001	PANASONIC	PRO AV ACCESSORY	5M Encoder Belt	EACH	$ 184.84	11%	$ 164.51
1B-5	TPT-TB002	PANASONIC	PRO AV ACCESSORY	10M Encoder Belt	EACH	$ 339.93	11%	$ 302.54
1B-5	TPT-TB003	PANASONIC	PRO AV ACCESSORY	15M Encoder Belt	EACH	$ 508.41	11%	$ 452.48
1B-5	TPT-TB004	PANASONIC	PRO AV ACCESSORY	20M Encoder Belt	EACH	$ 689.44	11%	$ 613.60
1B-5	TPT-TB005	PANASONIC	PRO AV ACCESSORY	30M ENCODER BELT	EACH	$ 924.47	11%	$ 822.78
1B-5	TPT-TC006	PANASONIC	PRO AV ACCESSORY	5M DOLLY POWER SUPPLY EXTENSION CABLE	EACH	$ 180.72	11%	$ 160.84
1B-5	TPT-TC009	PANASONIC	PRO AV ACCESSORY	10M DOLLY POWER SUPPLY EXTENSION CABLE	EACH	$ 299.12	11%	$ 266.22
1B-5	TPT-TC019	PANASONIC	PRO AV ACCESSORY	20M DOLLY POWER SUPPLY EXTENSION CABLE	EACH	$ 385.88	11%	$ 343.43
1B-5	TPT-TC028	PANASONIC	PRO AV ACCESSORY	10M IGUS Chain + Cables - Floor	EACH	$ 3,609.28	11%	$ 3,212.26
1B-5	TPT-TC029	PANASONIC	PRO AV ACCESSORY	20M IGUS Chain + Cables - Floor	EACH	$ 5,746.47	11%	$ 5,114.36
1B-5	TPT-TC030	PANASONIC	PRO AV ACCESSORY	10M IGUS Chain + Cables - Ceiling	EACH	$ 3,608.92	11%	$ 3,211.94
1B-5	TPT-TC031	PANASONIC	PRO AV ACCESSORY	20M IGUS Chain + Cables - Ceiling	EACH	$ 5,683.44	11%	$ 5,058.26
1B-5	TPT-TC039	PANASONIC	PRO AV ACCESSORY	30M CABLES FLOOR TRACK-15M IGUS CHAIN	EACH	$ 7,981.85	11%	$ 7,103.85
1B-5	TPT-TC040	PANASONIC	PRO AV ACCESSORY	30M CABLES CEILING TRACK-15M IGUS CHAIN	EACH	$ 7,981.85	11%	$ 7,103.85
1B-5	TPT-TD001	PANASONIC	PRO AV ACCESSORY	TUNING DESCENDER 80	EACH	$ 44,685.06	11%	$ 39,769.70
1B-5	TPT-TD002	PANASONIC	PRO AV ACCESSORY	Access Kit Hanging Totem Column/Ceiling Truss	EACH	$ 5,173.66	11%	$ 4,604.56
1B-5	TPT-TD003	PANASONIC	PRO AV ACCESSORY	TUNING DESCENDER 50	EACH	$ 44,632.35	11%	$ 39,722.79
1B-5	TPT-TF001	PANASONIC	PRO AV ACCESSORY	Tuning Floor Dolly 250	EACH	$ 35,479.27	11%	$ 31,576.55
1B-5	TPT-TF002	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track 250 - Floor	EACH	$ 3,156.38	11%	$ 2,809.18
1B-5	TPT-TF002B	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track Black 250 - Floor	EACH	$ 3,295.66	11%	$ 2,933.14
1B-5	TPT-TF003	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track 250 - Floor	EACH	$ 3,882.05	11%	$ 3,455.02
1B-5	TPT-TF003B	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track Black 250 - Floor	EACH	$ 4,059.31	11%	$ 3,612.79
1B-5	TPT-TF004	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track 250 - Floor	EACH	$ 4,346.25	11%	$ 3,868.16
1B-5	TPT-TF004B	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track Black 250 - Floor	EACH	$ 4,815.54	11%	$ 4,285.83
1B-5	TPT-TF005	PANASONIC	PRO AV ACCESSORY	Floor Dolly 400 + Totem 50	EACH	$ 72,677.49	11%	$ 64,682.97
1B-5	TPT-TF006	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track 400 - Floor	EACH	$ 3,445.69	11%	$ 3,066.66
1B-5	TPT-TF006B	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track Black 400 - Floor	EACH	$ 3,360.94	11%	$ 2,991.24
1B-5	TPT-TF007	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track 400 - Floor	EACH	$ 4,100.93	11%	$ 3,649.83
1B-5	TPT-TF007B	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track Black 400 - Floor	EACH	$ 4,158.14	11%	$ 3,700.74
1B-5	TPT-TF008	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track 400 - Floor	EACH	$ 4,944.53	11%	$ 4,400.63
1B-5	TPT-TF008B	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track Black 400 - Floor	EACH	$ 4,948.11	11%	$ 4,403.82
1B-5	TPT-TF009	PANASONIC	PRO AV ACCESSORY	Tuning Floor Dolly 400	EACH	$ 47,460.36	11%	$ 42,239.72
1B-5	TPT-TF011	PANASONIC	PRO AV ACCESSORY	WHEEL 80MM DIAMETER FOR 400MM INTERAXIS TRACK	EACH	$ 515.35	11%	$ 458.66
1B-5	TPT-TF012	PANASONIC	PRO AV ACCESSORY	WHEEL 40MM DIAMETER	EACH	$ 128.85	11%	$ 114.68
1B-5	TPT-TF014	PANASONIC	PRO AV ACCESSORY	FLOOR DOLLY MOTOR WITH ENCODER AND 1:10 GEARBOX	EACH	$ 6,075.78	11%	$ 5,407.44
1B-5	TPT-TF015	PANASONIC	PRO AV ACCESSORY	ABSOLUTE ENCODER 10MM SHAFT	EACH	$ 2,604.75	11%	$ 2,318.23
1B-5	TPT-TM003	PANASONIC	PRO AV ACCESSORY	DC10E Control Panel - Ethernet	EACH	$ 8,417.22	11%	$ 7,491.33
1B-5	TPT-TM010	PANASONIC	PRO AV ACCESSORY	PEDAL FOR DOLLY AND COLUMN	EACH	$ 3,267.98	11%	$ 2,908.50
1B-5	TPT-TO001	PANASONIC	PRO AV ACCESSORY	Tuning Totem 80	EACH	$ 40,611.00	11%	$ 36,143.79
1B-5	TPT-TO002	PANASONIC	PRO AV ACCESSORY	Tuning Totem 50 with Base Plate for Dolly	EACH	$ 34,189.51	11%	$ 30,428.66
1B-5	TPT-TO003	PANASONIC	PRO AV ACCESSORY	COLUMN MOTOR WITH ENCODER AND 1:30 GEARBOX	EACH	$ 6,439.89	11%	$ 5,731.50
1B-5	TPT-TO004	PANASONIC	PRO AV ACCESSORY	LINEAR GUIDE WITH PLASTIC COVERED BEARINGS. RIGID MOUNT	EACH	$ 1,342.44	11%	$ 1,194.77
1B-5	TPT-TO005	PANASONIC	PRO AV ACCESSORY	LINEAR GUIDE WITH PLASTIC COVERED BEARINGS. SPRING MOUNT	EACH	$ 1,342.44	11%	$ 1,194.77
1B-5	TPT-TO006	PANASONIC	PRO AV ACCESSORY	Tuning Totem 50	EACH	$ 44,632.35	11%	$ 39,722.79
1B-5	TPT-TO007	PANASONIC	PRO AV ACCESSORY	Tuning Totem 80 - Outdoor	EACH	$ 52,601.35	11%	$ 46,815.20

1B-5	TPT-TR001	PANASONIC	PRO AV ACCESSORY	Tuning Ceiling Dolly 250	EACH	$ 35,479.27	11%	$ 31,576.55
1B-5	TPT-TR002	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track 250 - Ceiling	EACH	$ 5,315.61	11%	$ 4,730.89
1B-5	TPT-TR002B	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track Black 250 - Ceiling	EACH	$ 5,371.48	11%	$ 4,780.62
1B-5	TPT-TR003	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track 250 - Ceiling	EACH	$ 6,177.78	11%	$ 5,498.22
1B-5	TPT-TR003B	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track Black 250 - Ceiling	EACH	$ 6,151.02	11%	$ 5,474.41
1B-5	TPT-TR004	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track 250 - Ceiling	EACH	$ 5,777.79	11%	$ 5,142.23
1B-5	TPT-TR004B	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track Black 250 - Ceiling	EACH	$ 5,777.67	11%	$ 5,142.13
1B-5	TPT-TR005	PANASONIC	PRO AV ACCESSORY	0.5m Straight Track 250 - Ceiling	EACH	$ 5,172.25	11%	$ 4,603.30
1B-5	TPT-TR005B	PANASONIC	PRO AV ACCESSORY	0.5m Straight Track Black 250 - Ceiling	EACH	$ 5,276.15	11%	$ 4,695.77
1B-5	TPT-TR006	PANASONIC	PRO AV ACCESSORY	Ceiling Dolly 400 + Descender 80	EACH	$ 73,173.93	11%	$ 65,124.80
1B-5	TPT-TR007	PANASONIC	PRO AV ACCESSORY	0.5m Straight Track 400 - Ceiling	EACH	$ 5,803.19	11%	$ 5,164.84
1B-5	TPT-TR008	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track 400 - Ceiling	EACH	$ 6,520.74	11%	$ 5,803.46
1B-5	TPT-TR009	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track 400 - Ceiling	EACH	$ 7,059.21	11%	$ 6,282.70
1B-5	TPT-TR010	PANASONIC	PRO AV ACCESSORY	2.0m Straight Track 400 - Ceiling	EACH	$ 7,856.42	11%	$ 6,992.21
1B-5	TPT-TR011	PANASONIC	PRO AV ACCESSORY	Wheel 50mm diameter for 250mm interaxial track	EACH	$ 408.89	11%	$ 363.91
1B-5	TPT-TR012	PANASONIC	PRO AV ACCESSORY	CEILING DOLLY MOTOR WITH ENCODER AND 1:1 0 GEARBOX	EACH	$ 6,439.89	11%	$ 5,731.50
1B-5	TPT-TR013	PANASONIC	PRO AV ACCESSORY	TUNING CEILING DOLLY 400MM INTERAXIAL WITH VR HARDWARE UPGRADE	EACH	$ 53,447.29	11%	$ 47,568.09
1B-5	TPT-TR018	PANASONIC	PRO AV ACCESSORY	1.0m Straight Track 250 w/o Truss - Ceiling	EACH	$ 4,393.26	11%	$ 3,910.00
1B-5	TPT-TR019	PANASONIC	PRO AV ACCESSORY	2.0 Straight Track 250 w/o Truss - Ceiling	EACH	$ 5,315.76	11%	$ 4,731.03
1B-5	TPT-TR020	PANASONIC	PRO AV ACCESSORY	1.5m Straight Track 250 w/o Truss - Ceiling	EACH	$ 5,084.16	11%	$ 4,524.90
1B-5	TPT-TR021	PANASONIC	PRO AV ACCESSORY	0.5m Straight Track 250 w/o Truss - Ceiling	EACH	$ 3,738.05	11%	$ 3,326.86
1B-5	TPT-TR022	PANASONIC	PRO AV ACCESSORY	TUNING CEILING DOLLY 400 + DESCENDER 50	EACH	$ 74,777.86	11%	$ 66,552.30
1B-5	TPT-TR023	PANASONIC	PRO AV ACCESSORY	CURVED TUNING TRACK 30 DEG 400 - CEILING	EACH	$ 13,828.11	11%	$ 12,307.02
1B-5	TPT-TS011	PANASONIC	PRO AV ACCESSORY	TUNING DOLLY OR COLUMN ELECTRONIC UNIT. ETHERNET COMMUNICATION. (MLR) + SERIAL VR INPUT FRO	EACH	$ 14,468.74	11%	$ 12,877.18
1B-5	TPT-TS015	PANASONIC	PRO AV ACCESSORY	VR Slave Upgrade for dolly without column	EACH	$ 1,366.60	11%	$ 1,216.27
1B-5	TPT-TS016	PANASONIC	PRO AV ACCESSORY	Tuning VR/AR Hardware Upgrade Cable Driver Software	EACH	$ 1,369.41	11%	$ 1,218.77
1B-5	TPT-TS017	PANASONIC	PRO AV ACCESSORY	150 PTZ FLAT PLATE 3MM	EACH	$ 483.75	11%	$ 430.54
1B-5	TPT-TS018	PANASONIC	PRO AV ACCESSORY	TUNING FLAT PLATE 3MM	EACH	$ 483.75	11%	$ 430.54
2B-3	TPT-TS020	PANASONIC	PRO AV ACCESSORY	Jabba antivibration plate - ceiling	EACH	$ 2,782.96	11%	$ 2,476.83
1B-5	TPT-TS021	PANASONIC	PRO AV ACCESSORY	Jabba Antivibration Plate - Floor	EACH	$ 2,782.96	11%	$ 2,476.83
1B-5	TPT-TS023	PANASONIC	PRO AV ACCESSORY	Square Connection Kit with Risers (4 Pieces)	EACH	$ 364.26	11%	$ 324.19
1B-5	TPT-TS024	PANASONIC	PRO AV ACCESSORY	SQUARE RISER CONNECTION KIT (2 PIECES)	EACH	$ 417.64	11%	$ 371.70
1B-5	TPT-TS025	PANASONIC	PRO AV ACCESSORY	60mm Piece of Tecnopoint Square Riser	EACH	$ 278.65	11%	$ 248.00
1B-5	TPT-TS026	PANASONIC	PRO AV ACCESSORY	100mm Piece of Tecnopoint Square Riser	EACH	$ 309.59	11%	$ 275.54
1B-5	TPT-TS027	PANASONIC	PRO AV ACCESSORY	150mm Piece of Tecnopoint Square Riser	EACH	$ 309.59	11%	$ 275.54
1B-5	TPT-TS028	PANASONIC	PRO AV ACCESSORY	200mm Piece of Tecnopoint Square Riser	EACH	$ 331.85	11%	$ 295.35
1B-5	TPT-TS029	PANASONIC	PRO AV ACCESSORY	250mm Piece of Tecnopoint Square Riser	EACH	$ 363.65	11%	$ 323.65
1B-5	TPT-TS030	PANASONIC	PRO AV ACCESSORY	500mm Piece of Tecnopoint Square Riser	EACH	$ 449.41	11%	$ 399.97
1B-5	TPT-TS031	PANASONIC	PRO AV ACCESSORY	1000mm Piece of Tecnopoint Square Riser	EACH	$ 610.61	11%	$ 543.44
1B-5	TPT-TS032	PANASONIC	PRO AV ACCESSORY	Riser Kit with Tie Rods, Clamps Screws	EACH	$ 1,321.92	11%	$ 1,176.51
1B-5	TPT-TW001	PANASONIC	PRO AV ACCESSORY	TuningS 10-camera License: hardware-based USB License Dongle with software control of 10 PTZ cameras, inc	EACH	$ 7,611.07	11%	$ 6,773.85
1B-5	TPT-TW002	PANASONIC	PRO AV ACCESSORY	TuningS 10-camera License: hardware-based USB License Dongle with software control of 10 PTZ cameras incl	EACH	$ 9,025.44	11%	$ 8,032.64
1B-5	TPT-TW004	PANASONIC	PRO AV ACCESSORY	TuningS 20-Camera License: hardware-based USB License Dongle with software control of 20 PTZ cameras incl	EACH	$ 15,612.46	11%	$ 13,895.09
1B-5	SA-206M-1R2	PANASONIC	PRO AV ACCESSORY	20 Pin to 12 Pin cable	EACH	$ 285.49	11%	$ 254.09
1B-5	AJ-P2AD1G4	PANASONIC	PRO AV ACCESSORY	CONVERSION ADAPTER FOR MICROP2 CARD	EACH	$ 443.48	11%	$ 394.70
1B-5	AJ-PS001Z	PANASONIC	PRO AV ACCESSORY	P2 AVID AMA PROXY RELINK	EACH	$ 495.34	11%	$ 440.85
1B-5	AJ-PS002Z	PANASONIC	PRO AV ACCESSORY	P2 AVID AMA AVC-INTRA EXPORT	EACH	$ 495.34	11%	$ 440.85
1B-5	AJ-PS003Z	PANASONIC	PRO AV ACCESSORY	P2 AVID AMA LONGG EXPORT	EACH	$ 495.34	11%	$ 440.85
1B-5	AJ-PS004Z	PANASONIC	PRO AV ACCESSORY	P2 AVID AMA LONGG IMPORT	EACH	$ 495.34	11%	$ 440.85
1B-5	AJ-WM50P	PANASONIC	PRO AV ACCESSORY	Dual Band Wireless Module. Compatible with AJ-PX Series P2 Camcorders, AJ-CX4000, AG-CX350, AG-UX90/18	EACH	$ 434.14	11%	$ 386.38
1B-5	AU-XPD1P4	PANASONIC	PRO AV ACCESSORY	EXPRESS P2 DRIVE	EACH	$ 1,916.44	11%	$ 1,705.63
1B-5	AU-XPD3PJ	PANASONIC	PRO AV ACCESSORY	High speed Thunderbolt3 card reader for expressP2 VariCam and P2 card formats	EACH	$ 2,598.87	11%	$ 2,312.99
1B-5	POWERTAP-28	PANASONIC	PRO AV ACCESSORY	NEW! Power cable (28"") for BTLH910 and BTLH80 for connection to shoulder-mount camcorders.	EACH	$ 109.11	11%	$ 97.11
1B-5	POWERTAP-MULTI	PANASONIC	PRO AV ACCESSORY	AB POWERTAP-MULTI POWER TAP SPLITTER	EACH	$ 120.36	11%	$ 107.12
1B-5	ROP003M	PANASONIC	PRO AV ACCESSORY	Remote Control Cable for AK-HCU931, AK-HC3500, AK-3800,3 Meters	EACH	$ 140.42	11%	$ 124.97
1B-5	ROP020M	PANASONIC	PRO AV ACCESSORY	REMOTE CONTROL CABLE 20 METERS	EACH	$ 401.51	11%	$ 357.34
1B-5	ROP090M	PANASONIC	PRO AV ACCESSORY	REMOTE CONTROL CABLE 90 METERS	EACH	$ 1,412.29	11%	$ 1,256.94
1B-5	SHAN-TM700	PANASONIC	PRO AV ACCESSORY	Tripod Adaptor Plate	EACH	$ 582.11	11%	$ 518.08
1B-5	XLRMF10	PANASONIC	PRO AV ACCESSORY	10' XLR4M TO XLR4F CABLE	EACH	$ 75.35	11%	$ 67.06
1B-5	AW-RP200GJ	PANASONIC	PRO AV ACCESSORY	NEXT GENERATION PTZ CONTROLLER	EACH	$ 10,704.71	11%	$ 9,527.19
1B-5	AW-HE145KPJ	PANASONIC	PRO AV ACCESSORY	HD / 60P INTEGRATED PTZ W/ 20X ZOOM	EACH	$ 7,998.82	11%	$ 7,118.95
1B-5	AW-HE145WPJ	PANASONIC	PRO AV ACCESSORY	HD / 60P INTEGRATED PTZ W/ 20X ZOOM	EACH	$ 7,998.82	11%	$ 7,118.95
1B-5	AW-PS551P	PANASONIC	PRO AV ACCESSORY	POWER SUPPLY FOR PT AND CAMERAS	EACH	$ 1,082.84	11%	$ 963.73
1B-5	AW-RM50AG	PANASONIC	PRO AV ACCESSORY	IR HANDHELD REMOTE FOR AW PTZ CAMERAS	EACH	$ 172.06	11%	$ 153.13
1B-5	AW-RP150GJ5	PANASONIC	PRO AV ACCESSORY	ADVANCED FULL PTZ CONTROLLER 7" LCD	EACH	$ 7,216.02	11%	$ 6,422.26
1B-5	AW-RP60GJ5	PANASONIC	PRO AV ACCESSORY	COMPACT 3.5" LCD PTZ CONTROLLER	EACH	$ 3,644.46	11%	$ 3,243.57
1B-5	HES12035	PANASONIC	PRO AV ACCESSORY	AW-UB10P MFT Mount Lens: LEICA 12-35mm f/2.8 ASPH	EACH	$ 1,058.81	11%	$ 942.34
1B-5	HFSA14140	PANASONIC	PRO AV ACCESSORY	AW-UB10P MFT Mount Lens: '14-140mm f/3.5-5.6 ASPH	EACH	$ 705.87	11%	$ 628.22
1B-5	HPS14042K	PANASONIC	PRO AV ACCESSORY	AW-UB10P MFT Mount Lens: 14-42mm f/3.5-5.7 - Power Zoom	EACH	$ 470.58	11%	$ 418.82
1B-5	HPS45175K	PANASONIC	PRO AV ACCESSORY	AW-UB10P MFT Mount Lens: 45-175mm f/4-5.6 ASPH Power Zoom	EACH	$ 529.35	11%	$ 471.12
1B-5	HX09	PANASONIC	PRO AV ACCESSORY	AW-UB10P MFT Mount Lens: Wide 9mm f/1.7 LEICA SUMMILUX	EACH	$ 588.22	11%	$ 523.52
1B-5	MCB-RP50	PANASONIC	PRO AV ACCESSORY	CASE FOR AW-RP50	EACH	$ 338.34	11%	$ 301.12
1B-5	MD-PTZ-KIT	PANASONIC	PRO AV ACCESSORY	B6 HD-35XX-GE PRODUCT MOUNTING KIT FOR PTZ CAMERAS. KIT INCLUDES TOP AND BOTTOM MOUNTS	EACH	$ 743.60	11%	$ 661.80
1B-5	MD-SINGLERACKIT	PANASONIC	PRO AV ACCESSORY	SINGLE VB6 UNIT RACK KIT FOR MOUNTING (1) VB SERIES VB6 PRODUCT, HD-35XX-GE SERIES, OR COMMS-30	EACH	$ 143.79	11%	$ 127.97
1B-5	MD-THRWDWN-ST2	PANASONIC	PRO AV ACCESSORY	GENLOCK/ETHERNET PORTABLE/THROW DOWN FIBER OPTIC TRANSCEIVER. WITH (1) GENLOCK/SYNC OUTPU	EACH	$ 3,799.27	11%	$ 3,381.35
1B-5	MD-THRWDWN-STE	PANASONIC	PRO AV ACCESSORY	12G-SDI VIDEO PORTABLE/THROW DOWN FIBER OPTIC RECEIVER. WITH (1) 12G-SDI VIDEO OUTPUT, (1) GENI	EACH	$ 4,874.34	11%	$ 4,338.16
1B-5	MOD1AW-HE145K	PANASONIC	PRO AV ACCESSORY	AW-HE145 IN BLACK WITH OPTICAL LOW PASS FILTER	EACH	$ 22,534.26	11%	$ 20,055.49
1B-5	MOD1AW-HE145W	PANASONIC	PRO AV ACCESSORY	AW-HE145 IN WHITE WITH OPTICAL LOW PASS FILTER	EACH	$ 22,534.26	11%	$ 20,055.49
1B-5	SHAN-UE100	PANASONIC	PRO AV ACCESSORY	SHAN- COMBO CASE FOR BOTH UE100 RP60	EACH	$ 832.94	11%	$ 741.32
1B-5	SHAN-UE160	PANASONIC	PRO AV ACCESSORY	ROAD CASE FOR AW-UE160	EACH	$ 1,192.67	11%	$ 1,061.48
1B-5	SR24105	PANASONIC	PRO AV ACCESSORY	AW-UB50P L Mount Lens: LUMIX S 24-105mm f/4 Macro O.I.S	EACH	$ 1,529.40	11%	$ 1,361.17
1B-5	SR28200	PANASONIC	PRO AV ACCESSORY	AW-UB50P L Mount Lens: LUMIX S 28-200 f/4-7.1	EACH	$ 1,058.81	11%	$ 942.34
1B-5	SR70200	PANASONIC	PRO AV ACCESSORY	AW-UB50P L Mount Lens: LUMIX S PRO 70-200mm f/4 O.I.S	EACH	$ 1,764.69	11%	$ 1,570.57
1B-5	AK-CFA100PSJ	PANASONIC	PRO AV ACCESSORY	FIBER ADAPTER W/ POWER UCX100 PLV100	EACH	$ 9,943.09	11%	$ 8,849.35
1B-5	AK-HBU500GJ	PANASONIC	PRO AV ACCESSORY	Build Up unit for AK-HC5000/UC3000/UC4000	EACH	$ 24,064.67	11%	$ 21,417.56
2B-3	AK-HC3900GSJ	PANASONIC	PRO AV ACCESSORY	UPGRADABLE 1080P HDR STUDIO CAMERA	EACH	$ 31,163.73	11%	$ 27,735.72
2B-3	AK-HCU250PSJ	PANASONIC	PRO AV ACCESSORY	CCU FOR AK-HC3900 4K UPGRADABLE	EACH	$ 15,718.69	11%	$ 13,989.63
1B-5	AK-HRP1010GJ	PANASONIC	PRO AV ACCESSORY	STANDARD FULL FUNCTION REMOTE OPERATION PANEL FOR AK STUDIO CAMERAS - ALSO COMPATIBLE WITH	EACH	$ 8,414.94	11%	$ 7,489.30
1B-5	AK-HRP1015GJ	PANASONIC	PRO AV ACCESSORY	NARROW CHASSIS STUDIO CAMERA REMOTE OPERATION PANEL	EACH	$ 6,871.61	11%	$ 6,115.73
1B-5	AK-HRP250GJ	PANASONIC	PRO AV ACCESSORY	AFFORDABLE STUDIO CAMERA REMOTE OPERATION PANEL	EACH	$ 4,273.13	11%	$ 3,803.09
1B-5	AK-HVF100GJ	PANASONIC	PRO AV ACCESSORY	9"" Full HD LCD Viewfinder	EACH	$ 8,383.24	11%	$ 7,461.08
1B-5	AK-HVF75GJ	PANASONIC	PRO AV ACCESSORY	IMPROVED 7" STUDIO CAM VIEWFINDER FOR AK-HC3800, AK-UC3000, AK-HC5000 AK-UC4000	EACH	$ 8,138.28	11%	$ 7,243.07
1B-5	AK-MSU1000GJ	PANASONIC	PRO AV ACCESSORY	Master Setup Unit for AK-HC5000/UC3000/UC4000 UB300	EACH	$ 21,954.80	11%	$ 19,539.77
1B-5	AK-NP701G	PANASONIC	PRO AV ACCESSORY	25G ST 2110 OPTION FOR UCU700 CCU	EACH	$ 4,823.53	11%	$ 4,292.94
1B-5	AK-NP702G	PANASONIC	PRO AV ACCESSORY	DANTE AUDIO OPTION FOR UCU700	EACH	$ 4,823.53	11%	$ 4,292.94
1B-5	AK-NP703G	PANASONIC	PRO AV ACCESSORY	NDI/SRT OPTION FOR UCU700/710	EACH	$ 6,093.76	11%	$ 5,423.45
1B-6	AG-CX350PJ	PANASONIC	PRO AV CAMERA	UHD HAND-HELD CAMCORDER WITH 1" MOS SENSOR. 20X OPTICAL ZOOM LENS, 4K / 60P CAPABILITY, NDI, R	EACH	$ 6,199.89	5%	$ 5,889.90
1B-6	AG-CX370PJ	PANASONIC	PRO AV CAMERA	UHD HAND-HELD CAMCORDER WITH 1" MOS SENSOR. 20X OPTICAL ZOOM LENS, 4K / 60P CAPABILITY, NDI, R	EACH	$ 6,676.81	5%	$ 6,342.97
1B-6	AW-UB10P	PANASONIC	PRO AV CAMERA	4K Multipurpose Camera 4/3" Sensor w/ MFT Lens mount	EACH	$ 4,131.94	5%	$ 3,925.34
1B-6	AW-UB50P	PANASONIC	PRO AV CAMERA	4K Multipurpose Camera Full Frame Sensor w/ L-Mount Lens mount	EACH	$ 5,012.92	5%	$ 4,762.27
1B-6	AW-UE100KPJ	PANASONIC	PRO AV CAMERA	24X FULL NDI/NDI HX SRT 4K60P DRECT DRIV	EACH	$ 8,164.93	5%	$ 7,756.68
1B-6	AW-UE100WPJ	PANASONIC	PRO AV CAMERA	24X FULL NDI/NDI HX SRT 4K60P DRECT DRIV	EACH	$ 8,164.93	5%	$ 7,756.68
1B-6	AW-UE150AKPJ	PANASONIC	PRO AV CAMERA	New 1" Sensor 4K/60P INTEGRATED PTZ w/ built-in OLPF, Full NDI, Built-in Auto Tracking	EACH	$ 11,720.00	5%	$ 11,134.00
1B-6	AW-UE150AWPJ	PANASONIC	PRO AV CAMERA	New 1" Sensor 4K/60P INTEGRATED PTZ w/ built-in OLPF, Full NDI, Built-in Auto Tracking	EACH	$ 11,720.00	5%	$ 11,134.00
1B-6	AW-UE160KPJ	PANASONIC	PRO AV CAMERA	New 4K/60P PTZ w/ OLPF in black	EACH	$ 17,603.53	5%	$ 16,723.35
1B-6	AW-UE160WPJ	PANASONIC	PRO AV CAMERA	New 4K/60P PTZ w/ OLPF in white	EACH	$ 17,603.53	5%	$ 16,723.35
1B-6	AW-UE20KP	PANASONIC	PRO AV CAMERA	4K PTZ CAMERA WITH 3G-SDI, HDMI, IP USB OUTPUT; BLACK	EACH	$ 2,101.61	5%	$ 1,996.53
1B-6	AW-UE20WP	PANASONIC	PRO AV CAMERA	4K PTZ CAMERA WITH 3G-SDI, HDMI, IP USB OUTPUT; WHITE	EACH	$ 2,101.61	5%	$ 1,996.53
1B-6	AW-UE30KPJS	PANASONIC	PRO AV CAMERA	4K PTZ, 20x, HDMI, Built-in Auto tracking BLACK MADE IN JAPAN	EACH	$ 2,587.06	5%	$ 2,457.71
1B-6	AW-UE30WPJS	PANASONIC	PRO AV CAMERA	4K PTZ, 20x, HDMI, Built-in Auto tracking WHITE MADE IN JAPAN	EACH	$ 2,587.06	5%	$ 2,457.71
1B-6	AW-UE40KPJS	PANASONIC	PRO AV CAMERA	4K PTZ, 24x, HDMI, Built-in Auto tracking BLACK NDI MADE IN JAPAN	EACH	$ 3,410.59	5%	$ 3,240.06
1B-6	AW-UE40WPJS	PANASONIC	PRO AV CAMERA	4K PTZ, 24x, HDMI, Built-in Auto tracking WHITE NDI MADE IN JAPAN	EACH	$ 3,410.59	5%	$ 3,240.06
1B-6	AW-UE4KG	PANASONIC	PRO AV CAMERA	4K PTZ HDMI USB POE 111 DEG STREAMING	EACH	$ 1,845.13	5%	$ 1,752.87
1B-6	AW-UE4WG	PANASONIC	PRO AV CAMERA	4K PTZ HDMI USB POE 111 DEG STREAMING	EACH	$ 1,845.13	5%	$ 1,752.87
1B-6	AW-UE50KPJS	PANASONIC	PRO AV CAMERA	4K PTZ, 24x, SDI/HDMI, Built-in Auto tracking BLACK NDI MADE IN JAPAN	EACH	$ 3,881.18	5%	$ 3,687.12
1B-6	AW-UE50WPJS	PANASONIC	PRO AV CAMERA	4K PTZ, 24x, SDI/HDMI, Built-in Auto tracking WHITE NDI MADE IN JAPAN	EACH	$ 3,881.18	5%	$ 3,687.12
1B-6	AW-UE80KPJS	PANASONIC	PRO AV CAMERA	4K/60P W/ SDI HDMI; FULL NDI; BLACK MADE IN JAPAN	EACH	$ 5,881.18	5%	$ 5,587.12
1B-6	AW-UE80WPJS	PANASONIC	PRO AV CAMERA	4K/60P W/ SDI HDMI; FULL NDI; WHITE MADE IN JAPAN	EACH	$ 5,881.18	5%	$ 5,587.12
1B-6	AW-UR100GJ5S	PANASONIC	PRO AV CAMERA	New Outdoor 4K PTZ w/ new wiper	EACH	$ 15,288.24	5%	$ 14,523.83
1B-6	AK-PLV100GSJ	PANASONIC	PRO AV CAMERA	Super-35mm PL-Mount 4K Studio camera, with 12G SDI output - Compatible with AK series studio camera acc	EACH	$ 53,223.53	5%	$ 50,562.35
1B-6	AK-UC3300GSJ	PANASONIC	PRO AV CAMERA	4K HDR STUDIO CAMERA W/ 2X SLO-MO MOTORIZED ND FILTER WHEEL	EACH	$ 34,947.33	5%	$ 33,199.96

1B-6	AK-UC4000BGS	PANASONIC	PRO AV CAMERA	UC4000B FLAGSHIP 4K HDR STUDIO CAM W/O HBU500 BUILDUP KIT INTERCONNECTION	EACH	$ 50,912.46	5%	$ 48,366.84
1B-6	AK-UC4000GSJ	PANASONIC	PRO AV CAMERA	4K HDR SLOMO STUDIO CAMERA 4.4K IMAGER	EACH	$ 50,912.46	5%	$ 48,366.84
1B-6	AK-UCU700PSJ	PANASONIC	PRO AV CAMERA	AK STUDIO CAMERA CONTROL UNIT CCU FOR UC4000, UC3300, PLV100 LATER AK CAMERAS	EACH	$ 26,358.32	5%	$ 25,040.40
1B-6	AK-UCU710PSJ	PANASONIC	PRO AV CAMERA	AK STUDIO CAMERA CONTROL UNIT CCU: WITH 25G ST 2110 DANTE AUDIO FOR UC4000, UC3300, PLV100 LA	EACH	$ 35,482.35	5%	$ 33,708.23
1B-6	AK-UCX100GSJ	PANASONIC	PRO AV CAMERA	AK 4K FIELD CAMERA W/ 25G CCULESS OPTION	EACH	$ 55,757.99	5%	$ 52,970.09
S	AT-SVCKC1000P1Y	PANASONIC	PRO AV SERVICES	KAIROS SERVER (AT-KC1000) SLA 1 YR RENEWABLE - 1ST YEAR MANDATORY, RENEWABLE FOR UP TO 5 YEARS	EACH	$ 8,854.49	0%	$ 8,854.49
S	AT-SVCKC100P1Y	PANASONIC	PRO AV SERVICES	KAIROS STAND SERVER SLA 1 YR RENEWABLE - 1ST YEAR MANDATORY, RENEWABLE FOR UP TO 5 YEARS TOTA	EACH	$ 4,359.13	0%	$ 4,359.13
S	AT-SVCKC100P1YNL	PANASONIC	PRO AV SERVICES	KAIROS KC100 SLA 1YR NO LOANER-RENEWABLE - 1ST YEAR MANDATORY, RENEWABLE FOR UP TO 5 YEARS T	EACH	$ 2,724.46	0%	$ 2,724.46
S	AT-SVCKC2000P1Y	PANASONIC	PRO AV SERVICES	KAIROS SERVER (AT-KC2000) SLA 1 YR RENEWABLE - 1ST YEAR MANDATORY, RENEWABLE FOR UP TO 5 YEARS	EACH	$ 10,216.72	0%	$ 10,216.72
S	AT-SVCKC200P1Y	PANASONIC	PRO AV SERVICES	KAIROS SERVER (AT-KC200) SLA 1 YR RENEWABLE - 1ST YEAR MANDATORY, RENEWABLE FOR UP TO 5 YEARS	EACH	$ 8,854.49	0%	$ 8,854.49
S	AV-BLUEUC4000	PANASONIC	PRO AV SERVICES	PROVID BLUE FOR UC4000 FILTER INSTALL - INSTALLATION OF BLUE FILTER INTO UC4000/4000B CAMERA	EACH	$ 2,333.84	0%	$ 2,333.84
S	AV-CUSTOMCOLORNJ	PANASONIC	PRO AV SERVICES	ADD ON-SKU - CUSTOM COLOR BATCH - GALLON ONLY - MUST PURCHASE PAINTING SKU IN COMBINATION. (	EACH	$ 681.12	0%	$ 681.12
S	AV-ENGTRVLAF	PANASONIC	PRO AV SERVICES	TRAVEL ONLY SKU - AIRFARE + 1 NIGHT HOTEL (PROVID) - MUST PURCHASE ENGINEERING LABOR SKU SEPERA	EACH	$ 2,173.38	0%	$ 2,173.38
S	AV-ENGTRVLDAY	PANASONIC	PRO AV SERVICES	TRAVEL ONLY SKU - DAILY TRIP CHARGE (PROVID) - MUST PURCHASE ENGINEERING LABOR SKU SEPERATELY	EACH	$ 330.04	0%	$ 330.04
S	AV-OLPFUC4000	PANASONIC	PRO AV SERVICES	PROVID OLPF FOR UC4000 FILTER INSTALL - INSTALLATION OF OPTICAL LOW PASS FILTER WHEEL INTO UC400	EACH	$ 1,832.20	0%	$ 1,832.20
S	AV-OLPFUCX100	PANASONIC	PRO AV SERVICES	PROVID OLPF FOR UCX100 FILTER INSTALL - INSTALLATION OF OPTICAL LOW PASS FILTER WHEEL INTO UCX10	EACH	$ 1,832.20	0%	$ 1,832.20
S	AV-OLPFUE150	PANASONIC	PRO AV SERVICES	PROVID OLPF FOR AW-UE150/145 LENS INSTALL - REPLACES EXISTING LENS WITH NEW LENS CONTAINING OF	EACH	$ 3,507.74	0%	$ 3,507.74
S	AV-PTZINDPAINTNJ	PANASONIC	PRO AV SERVICES	INDOOR PTZ CAMERA PAINTING - STANDARD COLORS ONLY - CUSTOM COLOR NEEDS ADD-ON SKU - INCL: RE	EACH	$ 749.22	0%	$ 749.22
S	AV-PTZOUTPAINTNJ	PANASONIC	PRO AV SERVICES	OUTDOOR PTZ CAMERA PAINTING - STANDARD COLORS ONLY - CUSTOM COLOR NEEDS ADD-ON SKU - INCL: I	EACH	$ 1,157.89	0%	$ 1,157.89
S	AV-SALESRENGFD	PANASONIC	PRO AV SERVICES	FULL DAY - ENGINEER LABOR - (PROVID) - MUST PURCHASE TRAVEL SKU SEPERATELY	EACH	$ 3,676.66	0%	$ 3,676.66
S	AV-SALESRENGHD	PANASONIC	PRO AV SERVICES	HALF DAY - ENGINEER LABOR - (PROVID) - MUST PURCHASE TRAVEL SKU SEPERATELY	EACH	$ 1,837.65	0%	$ 1,837.65
S	AV-SVCAPOSWAR5YA	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (1-3) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE YE	EACH	$ 506.36	0%	$ 506.36
S	AV-SVCAPOSWAR5YB	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (3-6) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE YE	EACH	$ 1,114.22	0%	$ 1,114.22
S	AV-SVCAPOSWAR5YC	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (6-10) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE Y	EACH	$ 1,772.27	0%	$ 1,772.27
S	AV-SVCAPOSWAR5YD	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (10-15) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE	EACH	$ 2,784.99	0%	$ 2,784.99
S	AV-SVCAPOSWAR5YE	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (15-20) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE	EACH	$ 4,050.91	0%	$ 4,050.91
S	AV-SVCAPOSWAR5YF	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (20-30) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE	EACH	$ 5,190.21	0%	$ 5,190.21
S	AV-SVCAPOSWAR5YG	PANASONIC	PRO AV SERVICES	PRO AV APOS 5YR PREMIUM SERVICE SUPPORT (30-40) - EXTENDS TERMS OF STANDARD WARRANTY TO FIVE	EACH	$ 6,709.31	0%	$ 6,709.31
S	AV-SVCEXTWAR5YA	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (1-3) - Extends terms of Standard Warranty to Five Years of coverage; A	EACH	$ 374.61	0%	$ 374.61
S	AV-SVCEXTWAR5YB	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (3-6) - Extends terms of Standard Warranty to Five Years of coverage; A	EACH	$ 817.34	0%	$ 817.34
S	AV-SVCEXTWAR5YC	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (6-10) - Extends terms of Standard Warranty to Five Years of coverage;	EACH	$ 1,307.74	0%	$ 1,307.74
S	AV-SVCEXTWAR5YD	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (10-15) - Extends terms of Standard Warranty to Five Years of coverage	EACH	$ 2,043.34	0%	$ 2,043.34
S	AV-SVCEXTWAR5YE	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (15-20) - Extends terms of Standard Warranty to Five Years of coverage	EACH	$ 2,996.91	0%	$ 2,996.91
S	AV-SVCEXTWAR5YF	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (20-30) - Extends terms of Standard Warranty to Five Years of coverage	EACH	$ 3,814.25	0%	$ 3,814.25
S	AV-SVCEXTWAR5YG	PANASONIC	PRO AV SERVICES	PROAV PREMIUM 5Yr Service Support (30-40) - Extends terms of Standard Warranty to Five Years of coverage	EACH	$ 4,904.02	0%	$ 4,904.02
S	AV-SVCMOD1H	PANASONIC	PRO AV SERVICES	PROVID SERVICE MODIFICATION LABOR 1HR	EACH	$ 299.69	0%	$ 299.69
S	AV-SVCMOD2H	PANASONIC	PRO AV SERVICES	PROVID SERVICE MODIFICATION LABOR 2HR	EACH	$ 572.14	0%	$ 572.14
S	AV-SVCREMSUPP4H	PANASONIC	PRO AV SERVICES	Up to 4 hours of Remote Set up Support for Pro Audio and/or Pro Video products	EACH	$ 813.00	0%	$ 813.00
S	AV-SVCREMSUPP8H	PANASONIC	PRO AV SERVICES	8 HOURS - REMOTE SUPPORT - PRO VIDEO	EACH	$ 1,513.32	0%	$ 1,513.32
S	AW-SF100Z	PANASONIC	PRO AV SERVICES	PTZ Auto Tracking Software - SINGLE LICENSE - Not Eligible for Return once issued	EACH	$ 1,950.46	0%	$ 1,950.46
S	AW-SF200Z	PANASONIC	PRO AV SERVICES	AUTOTRACKING SERVER - SINGLE LICENSE - Not Eligible for Return once issued	EACH	$ 2,594.42	0%	$ 2,594.42
S	AW-SF202Z	PANASONIC	PRO AV SERVICES	AUTOTRACKING SERVER - 2 LICENSE - Not Eligible for Return once issued	EACH	$ 4,736.85	0%	$ 4,736.85
S	AW-SF203Z	PANASONIC	PRO AV SERVICES	AUTOTRACKING SERVER - 3 LICENSE - Not Eligible for Return once issued	EACH	$ 5,387.00	0%	$ 5,387.00
S	AW-SF300Z	PANASONIC	PRO AV SERVICES	VISUAL PRESETS FOR MULTIPLE PTZ CAMERAS - Not Eligible for Return once issued	EACH	$ 2,074.31	0%	$ 2,074.31
S	AW-SF400Z	PANASONIC	PRO AV SERVICES	Visual Mixer Software Activation License Key	EACH	$ 2,842.11	0%	$ 2,842.11
S	AW-SF501MZ	PANASONIC	PRO AV SERVICES	Advanced Auto Framing 1-Camera 1-Month SW key electronic delivery	EACH	$ 400.00	0%	$ 400.00
S	AW-SF501WZ	PANASONIC	PRO AV SERVICES	Advanced Auto Framing 1-Camera 1-Week SW key electronic delivery	EACH	$ 200.00	0%	$ 200.00
S	AW-SF501Z	PANASONIC	PRO AV SERVICES	Adv. Auto Framing 1-Camera Perpetual SW key email delivery	EACH	$ 5,387.00	0%	$ 5,387.00
S	AW-SF503MZ	PANASONIC	PRO AV SERVICES	Advanced Auto Framing 3-Camera 1-Month SW key electronic delivery	EACH	$ 1,176.47	0%	$ 1,176.47
S	AW-SF503WZ	PANASONIC	PRO AV SERVICES	Advanced Auto Framing 3-Camera 1-Week SW key electronic delivery	EACH	$ 588.24	0%	$ 588.24
S	AW-SF503Z	PANASONIC	PRO AV SERVICES	Adv. Auto Framing 3-Camera Perpetual SW keyemail delivery	EACH	$ 14,860.68	0%	$ 14,860.68
S	AW-SFU60Z	PANASONIC	PRO AV SERVICES	AW-UE160 SMPTE2110 SOFTWARE KEY - Not Eligible for Return once issued	EACH	$ 1,975.24	0%	$ 1,975.24
S	SVCPAV3Y	PANASONIC	PRO AV SERVICES	Standard 3 Year Warranty	EACH	$ 0.01	0%	$ 0.01
S	WX-SVCBASE5Y	PANASONIC	PRO AV SERVICES	PROAUDIO 5Y EXT WARRANTY - RECEIVER (WX-SR202) AND WIRELESS ANTENNA (WX-SA250). EXTENDS STAN	EACH	$ 185.75	0%	$ 185.75
S	WX-SVCCHGR5Y	PANASONIC	PRO AV SERVICES	PROAUDIO 5Y EXT WARRANTY - MICROPHONE CHARGING STAND, EXTENDS STANDARD 3YR WARRANTY TO I	EACH	$ 69.25	0%	$ 69.25
S	WX-SVCMIC5Y	PANASONIC	PRO AV SERVICES	PROAUDIO 5Y EXT WARRANTY - WIRELESS MIC, EXTENDS STANDARD 3 YR WARRANTY TO INLCUDE YRS 4 5 FC	EACH	$ 69.25	0%	$ 69.25
S	WX-SVCWRPMICE	PANASONIC	PRO AV SERVICES	HANDHELD MIC VINYL GRAPHIC-QTY 50 USER APPLIED DECAL - USER SUPPLIED GRAPHIC	EACH	$ 325.85	0%	$ 325.85
S	TH-SVCXW43CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-32EF Series	EACH	$ 69.00	0%	$ 69.00
S	TH-SVCXW43CQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-43CQ1U	EACH	$ 43.00	0%	$ 43.00
S	TH-SVCXW43CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-43CQ Series	EACH	$ 69.00	0%	$ 69.00
S	TH-SVCXW43CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-43CQE1W	EACH	$ 51.00	0%	$ 51.00
S	TH-SVCXW43CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-43CQE Series	EACH	$ 75.00	0%	$ 75.00
S	TH-SVCXW43EQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-43EQ1U	EACH	$ 47.00	0%	$ 47.00
S	TH-SVCXW43EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-43EQ1U	EACH	$ 81.00	0%	$ 81.00
S	TH-SVCXW43EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-43EQ Series	EACH	$ 81.00	0%	$ 81.00
S	TH-SVCXW43SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-43SQE1W	EACH	$ 61.00	0%	$ 61.00
S	TH-SVCXW43SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-43SQE Series	EACH	$ 101.00	0%	$ 101.00
S	TH-SVCXW49CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-49CQE1W	EACH	$ 56.00	0%	$ 56.00
S	TH-SVCXW49CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-50CQE Series	EACH	$ 85.00	0%	$ 85.00
S	TH-SVCXW49SQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-49SQ1W	EACH	$ 112.00	0%	$ 112.00
S	TH-SVCXW49SQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-49SQ Series	EACH	$ 184.00	0%	$ 184.00
S	TH-SVCXW49SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-49SQE1W	EACH	$ 88.00	0%	$ 88.00
S	TH-SVCXW49SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-50SQE Series	EACH	$ 125.00	0%	$ 125.00
S	TH-SVCXW50CQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-50CQ1U	EACH	$ 47.00	0%	$ 47.00
S	TH-SVCXW50CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-50CQ Series	EACH	$ 83.00	0%	$ 83.00
S	TH-SVCXW50EQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-50EQ1U	EACH	$ 53.00	0%	$ 53.00
S	TH-SVCXW50EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-50EQ1U	EACH	$ 83.00	0%	$ 83.00
S	TH-SVCXW50EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-50EQ Series	EACH	$ 83.00	0%	$ 83.00
S	TH-SVCXW55CQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55CQ1U	EACH	$ 53.00	0%	$ 53.00
S	TH-SVCXW55CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55CQ Series	EACH	$ 88.00	0%	$ 88.00
S	TH-SVCXW55CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55CQE1W	EACH	$ 65.00	0%	$ 65.00
S	TH-SVCXW55CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55CQE Series	EACH	$ 92.00	0%	$ 92.00
S	TH-SVCXW55EQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55EQ1U	EACH	$ 71.00	0%	$ 71.00
S	TH-SVCXW55EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55EQ1U	EACH	$ 117.00	0%	$ 117.00
S	TH-SVCXW55EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55EQ Series	EACH	$ 117.00	0%	$ 117.00
S	TH-SVCXW55LFVY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55LFV9U	EACH	$ 187.00	0%	$ 187.00
S	TH-SVCXW55LFVY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55LFV Series	EACH	$ 351.00	0%	$ 351.00
S	TH-SVCXW55SQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55SQ1W	EACH	$ 151.00	0%	$ 151.00
S	TH-SVCXW55SQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55SQ Series	EACH	$ 217.00	0%	$ 217.00
S	TH-SVCXW55SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55SQE1W	EACH	$ 140.00	0%	$ 140.00
S	TH-SVCXW55SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55SQE Series	EACH	$ 192.00	0%	$ 192.00
S	TH-SVCXW55VF2HY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55VF2HW	EACH	$ 305.00	0%	$ 305.00
S	TH-SVCXW55VF2HY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55VF2HW	EACH	$ 531.00	0%	$ 531.00
S	TH-SVCXW55VF2Y4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-55VF2W	EACH	$ 285.00	0%	$ 285.00
S	TH-SVCXW55VF2Y45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-55VF Series	EACH	$ 504.00	0%	$ 504.00
S	TH-SVCXW65BQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-65BQ1W	EACH	$ 315.00	0%	$ 315.00
S	TH-SVCXW65BQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65BQ Series	EACH	$ 505.00	0%	$ 505.00
S	TH-SVCXW65CQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-65CQ1U	EACH	$ 77.00	0%	$ 77.00
S	TH-SVCXW65CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65CQ Series	EACH	$ 133.00	0%	$ 133.00
S	TH-SVCXW65CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-65CQE1W	EACH	$ 84.00	0%	$ 84.00
S	TH-SVCXW65CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65CQE Series	EACH	$ 127.00	0%	$ 127.00
S	TH-SVCXW65EQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-65EQ1U	EACH	$ 112.00	0%	$ 112.00
S	TH-SVCXW65EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65EQ1U	EACH	$ 180.00	0%	$ 180.00
S	TH-SVCXW65EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65EQ Series	EACH	$ 180.00	0%	$ 180.00
S	TH-SVCXW65SQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-65SQ1W	EACH	$ 183.00	0%	$ 183.00
S	TH-SVCXW65SQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65SQ Series	EACH	$ 345.00	0%	$ 345.00
S	TH-SVCXW65SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-65SQE1W	EACH	$ 152.00	0%	$ 152.00
S	TH-SVCXW65SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-65SQE Series	EACH	$ 165.00	0%	$ 165.00
S	TH-SVCXW75BQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75BQ1W	EACH	$ 903.00	0%	$ 903.00
S	TH-SVCXW75BQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75BQ Series	EACH	$ 1,376.00	0%	$ 1,376.00
S	TH-SVCXW75CQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75CQ1U	EACH	$ 144.00	0%	$ 144.00
S	TH-SVCXW75CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75CQ Series	EACH	$ 267.00	0%	$ 267.00
S	TH-SVCXW75CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75CQE1W	EACH	$ 135.00	0%	$ 135.00
S	TH-SVCXW75CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75CQE Series	EACH	$ 231.00	0%	$ 231.00
S	TH-SVCXW75EQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75EQ1W	EACH	$ 192.00	0%	$ 192.00
S	TH-SVCXW75EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75EQ1W	EACH	$ 315.00	0%	$ 315.00
S	TH-SVCXW75EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75EQ Series	EACH	$ 315.00	0%	$ 315.00
S	TH-SVCXW75SQHY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75SQ1HW	EACH	$ 396.00	0%	$ 396.00
S	TH-SVCXW75SQHY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75SQ Series	EACH	$ 681.00	0%	$ 681.00
S	TH-SVCXW75SQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75SQ1W	EACH	$ 276.00	0%	$ 276.00
S	TH-SVCXW75SQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75SQ1W	EACH	$ 471.00	0%	$ 471.00

S	TH-SVCXW75SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-75SQE1W	EACH	$ 312.00	0%	$ 312.00
S	TH-SVCXW75SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-75SQE Series	EACH	$ 427.00	0%	$ 427.00
S	TH-SVCXW86CQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-86CQ1U	EACH	$ 284.00	0%	$ 284.00
S	TH-SVCXW86CQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86CQ Series	EACH	$ 480.00	0%	$ 480.00
S	TH-SVCXW86CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-86CQE1W	EACH	$ 343.00	0%	$ 343.00
S	TH-SVCXW86CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86CQE Series	EACH	$ 453.00	0%	$ 453.00
S	TH-SVCXW86EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86EQ1W	EACH	$ 565.00	0%	$ 565.00
S	TH-SVCXW86EQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-86EQ1W	EACH	$ 328.00	0%	$ 328.00
S	TH-SVCXW86EQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86EQ Series	EACH	$ 565.00	0%	$ 565.00
S	TH-SVCXW86SQHY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-86SQ1HW	EACH	$ 637.00	0%	$ 637.00
S	TH-SVCXW86SQHY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86SQ Series	EACH	$ 1,091.00	0%	$ 1,091.00
S	TH-SVCXW86SQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-86SQ1W	EACH	$ 379.00	0%	$ 379.00
S	TH-SVCXW86SQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86SQ1W	EACH	$ 672.00	0%	$ 672.00
S	TH-SVCXW86SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-86SQE1W	EACH	$ 365.00	0%	$ 365.00
S	TH-SVCXW86SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-86SQE Series	EACH	$ 624.00	0%	$ 624.00
S	TH-SVCXW98CQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-98CQE1W	EACH	$ 576.00	0%	$ 576.00
S	TH-SVCXW98CQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-98CQE Series	EACH	$ 985.00	0%	$ 985.00
S	TH-SVCXW98SQY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-98SQ1W	EACH	$ 764.00	0%	$ 764.00
S	TH-SVCXW98SQY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-98SQ Series	EACH	$ 1,339.00	0%	$ 1,339.00
S	TH-SVCXW98SQEY4	PANASONIC	PROF DISPLAY SERVICES	Year 4 Ext Warr W/ADV Swap for TH-98SQE1W	EACH	$ 732.00	0%	$ 732.00
S	TH-SVCXW98SQEY45	PANASONIC	PROF DISPLAY SERVICES	Year 4 & 5 Ext Warr W/ADV Swap for TH-98SQE Series	EACH	$ 1,280.00	0%	$ 1,280.00
S	TH-SVCOSDISPSWAP1	PANASONIC	PROF DISPLAY SERVICES	ONSITE (1) TECHNICIAN FOR SMALL SIZE DISPLAY TO REMOVE AND REHANG UNDER WARRANTY PERIOD. MU	EACH	$ 265.00	0%	$ 265.00
S	TH-SVCOSDISPSWAP2	PANASONIC	PROF DISPLAY SERVICES	ONSITE (2) TECHNICIAN FOR MEDIUM SIZE DISPLAY TO REMOVE AND REHANG UNDER WARRANTY PERIOD. M	EACH	$ 330.00	0%	$ 330.00
S	TH-SVCOSDISPSWAP3	PANASONIC	PROF DISPLAY SERVICES	ONSITE (3) TECHNICIAN FOR XLARGE SIZE DISPLAY TO REMOVE AND REHANG UNDER WARRANTY PERIOD. MU	EACH	$ 440.00	0%	$ 440.00
S	TH-SALESRENGFD	PANASONIC	PROF DISPLAY SERVICES	Full Day - Sales Engineer Labor - (Display) - Must purchase Travel SKU seperately	EACH	$ 2,699.00	0%	$ 2,699.00
S	TH-SALESRENGHD	PANASONIC	PROF DISPLAY SERVICES	Half Day - Sales Engineer Labor - (Display) - Must purchase Travel SKU seperately	EACH	$ 1,349.00	0%	$ 1,349.00
S	TH-ENGTRVLAF	PANASONIC	PROF DISPLAY SERVICES	SALES ENGINEER Trav - Airfare + 1 Night Hotel (Display)	EACH	$ 1,350.00	0%	$ 1,350.00
S	TH-ENGTRVLDAY	PANASONIC	PROF DISPLAY SERVICES	SALES ENGINEER Trav - Daily Trip Charge (Display)	EACH	$ 205.00	0%	$ 205.00
S	TH-SVCENGFDOS	PANASONIC	PROF DISPLAY SERVICES	FULL DAY SERVICE ENGINEER LABOR- (Display) - Must purchase Travel SKU seperately	EACH	$ 2,299.00	0%	$ 2,299.00
S	TH-SVCENGHDOS	PANASONIC	PROF DISPLAY SERVICES	HALF DAY SERVICE ENGINEER LABOR- (Display) - Must purchase Travel SKU seperately	EACH	$ 1,149.00	0%	$ 1,149.00
S	TH-SVCTRVLAF	PANASONIC	PROF DISPLAY SERVICES	SERVICE ENGINEER Trav - Airfare + 1 Night Hotel (Display)	EACH	$ 1,350.00	0%	$ 1,350.00
S	TH-SVCTRVLDAY	PANASONIC	PROF DISPLAY SERVICES	SERVICE ENGINEER Trav - Daily Trip Charge (Display)	EACH	$ 205.00	0%	$ 205.00
S	TH-SVCREMSUPP2H	PANASONIC	PROF DISPLAY SERVICES	2 HOURS - REMOTE SUPPORT - DISPLAY	EACH	$ 270.00	0%	$ 270.00
S	TH-SVCREMSUPP4H	PANASONIC	PROF DISPLAY SERVICES	4 HOURS - REMOTE SUPPORT - DISPLAY	EACH	$ 505.00	0%	$ 505.00
S	TH-SVCREMSUPP8H	PANASONIC	PROF DISPLAY SERVICES	8 HOURS - REMOTE SUPPORT - DISPLAY	EACH	$ 940.00	0%	$ 940.00
1B-8	TH-49CQE1W LIMITED	PANASONIC	PROF. DISPLAY	49" 4K UHD 400cd/m2 LED LCD Display	EACH	$ 1,079.00	22%	$ 841.62
1B-8	TH-98CQE2U	PANASONIC	PROF. DISPLAY	98" 4K UHD 500cd/m2 24/7 LED LCD Display w/Tuner	EACH	$ 12,749.00	22%	$ 9,944.22
1B-8	TH-86CQE2U	PANASONIC	PROF. DISPLAY	86" 4K UHD 400cd/m2 LED LCD Display w/Tuner	EACH	$ 5,649.00	22%	$ 4,406.22
1B-8	TH-75CQE2U	PANASONIC	PROF. DISPLAY	75" 4K UHD 400cd/m2 LED LCD Display w/Tuner	EACH	$ 2,909.00	22%	$ 2,269.02
1B-8	TH-65CQE2U	PANASONIC	PROF. DISPLAY	65" 4K UHD 500cd/m2 LED LCD Display w/Tuner	EACH	$ 1,789.00	22%	$ 1,395.42
1B-8	TH-55CQE2U	PANASONIC	PROF. DISPLAY	55" 4K UHD 500cd/m2 LED LCD Display w/Tuner	EACH	$ 1,379.00	22%	$ 1,075.62
1B-8	TH-50CQE2U	PANASONIC	PROF. DISPLAY	50" 4K UHD 500cd/m2 LED LCD Display w/Tuner	EACH	$ 1,219.00	22%	$ 950.82
1B-8	TH-43CQE2U	PANASONIC	PROF. DISPLAY	43" 4K UHD 500cd/m2 LED LCD Display w/Tuner	EACH	$ 1,049.00	22%	$ 818.22
1B-8	TH-86EQ3W JAN 2026	PANASONIC	PROF. DISPLAY	86" 4K UHD, 500cd/m2 LED LCD Display	EACH	$ 8,169.00	22%	$ 6,371.82
1B-8	TH-75EQ3W JAN 2026	PANASONIC	PROF. DISPLAY	75" 4K UHD, 500cd/m2 LED LCD Display	EACH	$ 4,909.00	22%	$ 3,829.02
1B-8	TH-65EQ3W JAN 2026	PANASONIC	PROF. DISPLAY	65" 4K UHD, 500cd/m2 LED LCD Display	EACH	$ 2,519.00	22%	$ 1,964.82
1B-8	TH-55EQ3W JAN 2026	PANASONIC	PROF. DISPLAY	55" 4K UHD, 500cd/m2 LED LCD Display	EACH	$ 1,779.00	22%	$ 1,387.62
1B-8	TH-50EQ3W JAN 2026	PANASONIC	PROF. DISPLAY	50" 4K UHD, 500cd/m2 LED LCD Display	EACH	$ 1,499.00	22%	$ 1,169.22
1B-8	TH-43EQ3W JAN 2026	PANASONIC	PROF. DISPLAY	43" 4K UHD, 500cd/m2 LED LCD Display	EACH	$ 1,289.00	22%	$ 1,005.42
1B-8	TH-75SQ1HW LIMITED	PANASONIC	PROF. DISPLAY	75" 4K UHD 1,500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 7,879.00	22%	$ 6,145.62
1B-8	TH-65SQ1WA LIMITED	PANASONIC	PROF. DISPLAY	65" 4K UHD 500 cd/m2, 24/7, SDM, DIGITAL LINK	EACH	$ 4,239.00	22%	$ 3,306.42
1B-8	TH-98SQE2W	PANASONIC	PROF. DISPLAY	98" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 15,279.00	22%	$ 11,917.62
1B-8	TH-86SQE2W	PANASONIC	PROF. DISPLAY	86" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 7,699.00	22%	$ 6,005.22
1B-8	TH-75SQE2W	PANASONIC	PROF. DISPLAY	75" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 4,909.00	22%	$ 3,829.02
1B-8	TH-65SQE2W	PANASONIC	PROF. DISPLAY	65" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 2,699.00	22%	$ 2,105.22
1B-8	TH-55SQE2W	PANASONIC	PROF. DISPLAY	55" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 2,279.00	22%	$ 1,777.62
1B-8	TH-50SQE2W	PANASONIC	PROF. DISPLAY	50" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 1,629.00	22%	$ 1,270.62
1B-8	TH-43SQE2W	PANASONIC	PROF. DISPLAY	43" 4K UHD 500 cd/m2, 24/7, SDM, LED LCD Display	EACH	$ 1,189.00	22%	$ 927.42
1B-8	TH-86EQ2W LIMITED	PANASONIC	PROF. DISPLAY	86" 4K UHD, 500cd/m2, SDM, LED LCD Display	EACH	$ 8,449.00	22%	$ 6,590.22
1B-8	TH-75EQ2W LIMITED	PANASONIC	PROF. DISPLAY	75" 4K UHD, 500cd/m2, SDM, LED LCD Display	EACH	$ 5,079.00	22%	$ 3,961.62
1B-8	TH-50EQ2W LIMITED	PANASONIC	PROF. DISPLAY	50" 4K UHD, 500cd/m2, SDM, LED LCD Display	EACH	$ 1,549.00	22%	$ 1,208.22
1B-8	TH-43EQ2W LIMITED	PANASONIC	PROF. DISPLAY	43" 4K UHD, 500cd/m2, SDM, LED LCD Display	EACH	$ 1,329.00	22%	$ 1,036.62
1B-8	TH-65BQ1W LIMITED	PANASONIC	PROF. DISPLAY	65" 4K UHD Interactive, 500 cd/m2, SDM, LED Display	EACH	$ 5,629.00	22%	$ 4,390.62
1B-9	TY-CSP1	PANASONIC	PROF DISPLAY ACCESSORY	PressIT360 360° Camera Speaker Microphone	EACH	$ 1,499.00	10%	$ 1,349.10
1B-9	TY-SB01WP	PANASONIC	PROF DISPLAY ACCESSORY	PressIT WPS SDM Receiver Board	EACH	$ 549.00	10%	$ 494.10
1B-9	TY-WP2B1	PANASONIC	PROF DISPLAY ACCESSORY	PressIT WPS HDMI Transmitter x 2, Case	EACH	$ 659.00	10%	$ 593.10
1B-9	TY-WPB1	PANASONIC	PROF DISPLAY ACCESSORY	PressIT WPS HDMI Transmitter	EACH	$ 329.00	10%	$ 296.10
1B-9	TY-WP2BC1	PANASONIC	PROF DISPLAY ACCESSORY	PressIT WPS USB Type C Transmitter x 2, Case	EACH	$ 659.00	10%	$ 593.10
1B-9	TY-WPBC1	PANASONIC	PROF DISPLAY ACCESSORY	PressIT WPS USB Type C Transmitter	EACH	$ 329.00	10%	$ 296.10
1B-9	TY-SB01DL	PANASONIC	PROF DISPLAY ACCESSORY	DIGITAL LINK SDM Terminal Board	EACH	$ 729.00	10%	$ 656.10
1B-9	TY-SB01QS	PANASONIC	PROF DISPLAY ACCESSORY	12G-SDI SDM Terminal Board	EACH	$ 2,999.00	10%	$ 2,699.10
1B-9	TY-WK98PV1	PANASONIC	PROF DISPLAY ACCESSORY	Wall mount for 98/86SQ1, 86/75/65EQ1 Series, ADA	EACH	$ 2,169.00	10%	$ 1,952.10
1B-9	PANA-APWK103PV9	PANASONIC	PROF DISPLAY ACCESSORY	Adapter Plate for 98" with TY-WK103PV9 103" mount	EACH	$ 649.00	10%	$ 584.10
1B-9	TY-ST32PE2	PANASONIC	PROF DISPLAY ACCESSORY	Pedestal Stand for TH-32EF2U	EACH	$ 229.00	10%	$ 206.10
1B-9	TY-ST43PE9	PANASONIC	PROF DISPLAY ACCESSORY	Pedestal Stand for 43/49SQ1, 43/49SF2	EACH	$ 389.00	10%	$ 350.10
1B-9	TY-ST55PE9	PANASONIC	PROF DISPLAY ACCESSORY	Pedestal Stand for 65EQ1, 55/65SQ1, 55/65SF2	EACH	$ 659.00	10%	$ 593.10
1B-9	TY-ST75PE9	PANASONIC	PROF DISPLAY ACCESSORY	Pedestal Stand for 75EQ1, 75BQE1, 65BFE1, 70/80SF2H	EACH	$ 869.00	10%	$ 782.10
1B-9	TYYU42K	PANASONIC	PROF DISPLAY ACCESSORY	Universal Flat Wall Mount Bracket	EACH	$ 199.00	10%	$ 179.10
1B-9	TY-VUK10V	PANASONIC	PROF DISPLAY ACCESSORY	VIDEO WALL AUTO ADJUSTMENT SOFTWARE LICENSE	EACH	$ 880.00	10%	$ 792.00
1B-7	WM-KG645	PANASONIC	PROFESSIONAL AUDIO	17.7 INCH GOOSENECK MICROPHONE	EACH	$ 598.53	10%	$ 538.68
1B-7	WR-AV800	PANASONIC	PROFESSIONAL AUDIO	AV-Processor: enabling camera switching and voicelift for Ceiling Mic	EACH	$ 4,604.49	10%	$ 4,144.04
1B-7	WR-PC200A	PANASONIC	PROFESSIONAL AUDIO	Acoustic echo canceller for AV Processor	EACH	$ 558.65	10%	$ 502.79
1B-7	WX-AM800	PANASONIC	PROFESSIONAL AUDIO	BEAMFORMING CEILING ARRAY MICROPHONE	EACH	$ 6,026.99	10%	$ 5,424.29
1B-7	WX-AU202	PANASONIC	PROFESSIONAL AUDIO	Wireless Antenna Receiver	EACH	$ 2,488.49	10%	$ 2,239.64
1B-7	WX-SA250	PANASONIC	PROFESSIONAL AUDIO	WIRELESS ANTENNA	EACH	$ 354.56	10%	$ 319.10
1B-7	WX-SE200	PANASONIC	PROFESSIONAL AUDIO	EXTENSION RECEIVER (FOR WX-SR204)	EACH	$ 1,788.76	10%	$ 1,609.88
1B-7	WX-SE200DN	PANASONIC	PROFESSIONAL AUDIO	WIRELESS MIC EXPANSION RCVR WITH DANTE	EACH	$ 3,721.67	10%	$ 3,349.50
1B-7	WX-SM410	PANASONIC	PROFESSIONAL AUDIO	LAVALIER MICROPHONE	EACH	$ 264.61	10%	$ 238.15
1B-7	WX-SR202	PANASONIC	PROFESSIONAL AUDIO	WIRELESS RECEIVER (2CH)	EACH	$ 3,417.68	10%	$ 3,075.91
1B-7	WX-SR202DN	PANASONIC	PROFESSIONAL AUDIO	WIRELESS MIC RECEIVER (2 CH) WITH DANTE	EACH	$ 3,185.71	10%	$ 2,867.14
1B-7	WX-SR204	PANASONIC	PROFESSIONAL AUDIO	WIRELESS RECEIVER (4CH)	EACH	$ 2,701.64	10%	$ 2,431.48
1B-7	WX-SR204DN	PANASONIC	PROFESSIONAL AUDIO	WIRELESS MIC RECEIVER (4 CH) WITH DANTE	EACH	$ 4,818.92	10%	$ 4,337.03
1B-7	WX-ST200	PANASONIC	PROFESSIONAL AUDIO	DECT Wireless Handheld Microphone	EACH	$ 612.87	10%	$ 551.58
1B-7	WX-ST400	PANASONIC	PROFESSIONAL AUDIO	DECT Wireless Bodypack + Lavalier Microphone (set)	EACH	$ 632.33	10%	$ 569.10
1B-7	WX-ST600	PANASONIC	PROFESSIONAL AUDIO	DECT WIRELESS GOOSENECK MIC BASE	EACH	$ 918.79	10%	$ 826.91
1B-7	WX-ST700	PANASONIC	PROFESSIONAL AUDIO	DECT WIRELESS BOUNDARY MIC	EACH	$ 1,013.69	10%	$ 912.32
1B-7	WX-SZ200	PANASONIC	PROFESSIONAL AUDIO	2 port charger for bodypack and handheld	EACH	$ 497.81	10%	$ 448.03
1B-7	WX-SZ600	PANASONIC	PROFESSIONAL AUDIO	4 port networked charger for all transmitter types	EACH	$ 1,827.26	10%	$ 1,644.53
1B-10	PT-RQ50KU	PANASONIC	PROJECTOR	51,000 Lumens (center), 3DLP Laser, Native 4K (4096 x 2160) Resolution, Lens Not Included	EACH	$ 387,199.00	48%	$ 201,343.48
1B-10	PT-RQ35K2U	PANASONIC	PROJECTOR	31,000 Lumens (center), 3DLP Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not I	EACH	$ 165,999.00	48%	$ 86,319.48
1B-10	PT-RZ34K2U	PANASONIC	PROJECTOR	31,000 Lumens (center), 3DLP Laser, WUXGA (1,920 x 1,200) Resolution, Filter-Free, Lens Not Included	EACH	$ 143,999.00	48%	$ 74,879.48
1B-10	PT-RQ25KU	PANASONIC	PROJECTOR	21,000 Lumens (center), 3DLP Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not I	EACH	$ 111,319.00	48%	$ 57,885.88
1B-10	PT-RZ24KU	PANASONIC	PROJECTOR	21,000 Lumens (center), 3DLP Laser, WUXGA (1,920 x 1,200) Resolution, Filter-Free, Lens Not Included	EACH	$ 99,219.00	48%	$ 51,593.88
1B-10	PT-RQ18KU	PANASONIC	PROJECTOR	16,800 Lumens (center), 3DLP Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not I	EACH	$ 99,219.00	48%	$ 51,593.88
1B-10	PT-RZ17KU	PANASONIC	PROJECTOR	16,800 Lumens (center), 3DLP Laser, WUXGA (1,920 x 1,200) Resolution, Filter-Free, Lens Not Included	EACH	$ 87,119.00	48%	$ 45,301.88
1B-10	PT-RZ14KU	PANASONIC	PROJECTOR	14,800 Lumens (center), 3DLP Laser, WUXGA (1,920 x 1,200) Resolution, Filter-Free, Lens Not Included	EACH	$ 71,389.00	48%	$ 37,122.28
1B-10	PT-MZ20KLBU7	PANASONIC	PROJECTOR	20,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 53,239.00	48%	$ 27,684.28
1B-10	PT-MZ20KLWU7	PANASONIC	PROJECTOR	20,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 53,239.00	48%	$ 27,684.28
1B-10	PT-MZ17KLBU7	PANASONIC	PROJECTOR	16,500 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 37,509.00	48%	$ 19,504.68
1B-10	PT-MZ17KLWU7	PANASONIC	PROJECTOR	16,500 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 37,509.00	48%	$ 19,504.68
1B-10	PT-REQ15BU	PANASONIC	PROJECTOR	15,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Black	EACH	$ 61,709.00	48%	$ 32,088.68
1B-10	PT-REQ15LBU	PANASONIC	PROJECTOR	15,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$ 60,499.00	48%	$ 31,459.48
1B-10	PT-REQ15LBUG	PANASONIC	PROJECTOR	15,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$ 68,969.00	48%	$ 35,863.88
1B-10	PT-REZ15BU7	PANASONIC	PROJECTOR	15,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$ 47,189.00	48%	$ 24,538.28
1B-10	PT-REZ15BU8	PANASONIC	PROJECTOR	15,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$ 47,189.00	48%	$ 24,538.28
1B-10	PT-REZ15LBU7	PANASONIC	PROJECTOR	15,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$ 45,979.00	48%	$ 23,909.08
1B-10	PT-REZ15LBU8	PANASONIC	PROJECTOR	15,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$ 45,979.00	48%	$ 23,909.08
1B-10	PT-REZ15LBUG	PANASONIC	PROJECTOR	15,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$ 55,659.00	48%	$ 28,942.68
1B-10	PT-MZ14KLBU7	PANASONIC	PROJECTOR	14,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 32,669.00	48%	$ 16,987.88
1B-10	PT-MZ14KLBU	PANASONIC	PROJECTOR	14,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 32,669.00	48%	$ 16,987.88
1B-10	PT-MZ14KLWU7	PANASONIC	PROJECTOR	14,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$ 32,669.00	48%	$ 16,987.88

1B-10	PT-REQ12BU	PANASONIC	PROJECTOR	12,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Black	EACH	$	48,399.00	48%	$ 25,167.48
1B-10	PT-REQ12LBU	PANASONIC	PROJECTOR	12,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$	47,189.00	48%	$ 24,538.28
1B-10	PT-REQ12LBUG	PANASONIC	PROJECTOR	12,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$	54,449.00	48%	$ 28,313.48
1B-10	PT-REQ12LWU	PANASONIC	PROJECTOR	12,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, White	EACH	$	47,189.00	48%	$ 24,538.28
1B-10	PT-REQ12WU	PANASONIC	PROJECTOR	12,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, White	EACH	$	48,399.00	48%	$ 25,167.48
1B-10	PT-REZ12BU7	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$	37,509.00	48%	$ 19,504.68
1B-10	PT-REZ12BU8	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$	37,509.00	48%	$ 19,504.68
1B-10	PT-REZ12LBU7	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	36,299.00	48%	$ 18,875.48
1B-10	PT-REZ12LBU8	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	36,299.00	48%	$ 18,875.48
1B-10	PT-REZ12LBUG	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	42,349.00	48%	$ 22,021.48
1B-10	PT-REZ12LWU7	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, White	EACH	$	36,299.00	48%	$ 18,875.48
1B-10	PT-REZ12LWU8	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, White	EACH	$	36,299.00	48%	$ 18,875.48
1B-10	PT-REZ12WU7	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, White	EACH	$	37,509.00	48%	$ 19,504.68
1B-10	PT-REZ12WU8	PANASONIC	PROJECTOR	12,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, White	EACH	$	37,509.00	48%	$ 19,504.68
1B-10	PT-MZ11KLBU7	PANASONIC	PROJECTOR	11,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$	24,199.00	48%	$ 12,583.48
1B-10	PT-MZ11KLWU7	PANASONIC	PROJECTOR	11,000 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), Laser, 4K Signal Input, Information Monitor, No Lens	EACH	$	24,199.00	48%	$ 12,583.48
1B-10	PT-REQ10BU	PANASONIC	PROJECTOR	10,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Black	EACH	$	42,349.00	48%	$ 22,021.48
1B-10	PT-REQ10LBU	PANASONIC	PROJECTOR	10,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$	41,139.00	48%	$ 21,392.28
1B-10	PT-REQ10LBUG	PANASONIC	PROJECTOR	10,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$	48,399.00	48%	$ 25,167.48
1B-10	PT-REQ10LWU	PANASONIC	PROJECTOR	10,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, White	EACH	$	41,139.00	48%	$ 21,392.28
1B-10	PT-REQ10WU	PANASONIC	PROJECTOR	10,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, White	EACH	$	42,349.00	48%	$ 22,021.48
1B-10	PT-REZ10BU7	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$	35,089.00	48%	$ 18,246.28
1B-10	PT-REZ10BU8	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$	35,089.00	48%	$ 18,246.28
1B-10	PT-REZ10LBU7	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	33,879.00	48%	$ 17,617.08
1B-10	PT-REZ10LBU8	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	33,879.00	48%	$ 17,617.08
1B-10	PT-REZ10LBUG	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	37,509.00	48%	$ 19,504.68
1B-10	PT-REZ10LWU7	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, White	EACH	$	33,879.00	48%	$ 17,617.08
1B-10	PT-REZ10LWU8	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, White	EACH	$	33,879.00	48%	$ 17,617.08
1B-10	PT-REZ10WU7	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, White	EACH	$	35,089.00	48%	$ 18,246.28
1B-10	PT-REZ10WU8	PANASONIC	PROJECTOR	10,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, White	EACH	$	35,089.00	48%	$ 18,246.28
1B-10	PT-REQ80BU	PANASONIC	PROJECTOR	8,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Black	EACH	$	36,299.00	48%	$ 18,875.48
1B-10	PT-REQ80LBU	PANASONIC	PROJECTOR	8,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black	EACH	$	35,199.00	48%	$ 18,303.48
1B-10	PT-REQ80LBUG	PANASONIC	PROJECTOR	8,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, Black,	EACH	$	38,719.00	48%	$ 20,133.88
1B-10	PT-REQ80LWU	PANASONIC	PROJECTOR	8,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Lens Not Included, white	EACH	$	35,089.00	48%	$ 18,246.28
1B-10	PT-REQ80WU	PANASONIC	PROJECTOR	8,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, white	EACH	$	36,299.00	48%	$ 18,875.48
1B-10	PT-REZ80BU7	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Black	EACH	$	27,829.00	48%	$ 14,471.08
1B-10	PT-REZ80LBU7	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	26,619.00	48%	$ 13,841.88
1B-10	PT-REZ80LBU8	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black	EACH	$	26,619.00	48%	$ 13,841.88
1B-10	PT-REZ80LBUG	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, Black,	EACH	$	35,089.00	48%	$ 18,246.28
1B-10	PT-REZ80LWU7	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, White	EACH	$	26,619.00	48%	$ 13,841.88
1B-10	PT-REZ80LWU8	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, Lens Not Included, White	EACH	$	26,619.00	48%	$ 13,841.88
1B-10	PT-REZ80WU7	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, White	EACH	$	27,829.00	48%	$ 14,471.08
1B-10	PT-REZ80WU8	PANASONIC	PROJECTOR	8,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), DLP Projector, Filter-Free, White	EACH	$	27,829.00	48%	$ 14,471.08
1B-10	PT-MZ882WU7	PANASONIC	PROJECTOR	8,200 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, Laser Projector, White	EACH	$	16,939.00	48%	$ 8,808.28
1B-10	PT-MZ882BU7	PANASONIC	PROJECTOR	8,200 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, Laser Projector, Black	EACH	$	16,939.00	48%	$ 8,808.28
1B-10	PT-RQ7LBU7	PANASONIC	PROJECTOR	7,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Black	EACH	$	22,989.00	48%	$ 11,954.28
1B-10	PT-RZ7LBU7	PANASONIC	PROJECTOR	7,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, 1DLP Projector, Black	EACH	$	20,569.00	48%	$ 10,695.88
1B-10	PT-RZ7LWU7	PANASONIC	PROJECTOR	7,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, 1DLP Projector, White	EACH	$	20,569.00	48%	$ 10,695.88
1B-10	PT-MZ782WU7	PANASONIC	PROJECTOR	7,500 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, Laser Projector, White	EACH	$	12,946.00	48%	$ 6,731.92
1B-10	PT-MZ782BU7	PANASONIC	PROJECTOR	7,500 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, Laser Projector, Black	EACH	$	12,946.00	48%	$ 6,731.92
1B-10	PT-RQ6LBU7	PANASONIC	PROJECTOR	6,000 Lumens, Laser, 4K (3840 x 2400) Resolution with Quad Pixel Drive, Filter-Free, Black	EACH	$	18,149.00	48%	$ 9,437.48
1B-10	PT-RZ6LBU7	PANASONIC	PROJECTOR	6,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, 1DLP Projector, Black	EACH	$	15,729.00	48%	$ 8,179.08
1B-10	PT-RZ6LWU7	PANASONIC	PROJECTOR	6,000 Lumens, Laser, WUXGA Resolution (1,920 x 1,200), 4K Signal Input, 1DLP Projector, White	EACH	$	15,729.00	48%	$ 8,179.08
1B-10	PT-MZ682WU7	PANASONIC	PROJECTOR	6,500 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), 4K input, Laser Projector, White	EACH	$	11,615.00	48%	$ 6,039.80
1B-10	PT-MZ682BU7	PANASONIC	PROJECTOR	6,500 Lumens, LCD, WUXGA Resolution (1,920 x 1,200), 4K input, Laser Projector, Black	EACH	$	11,615.00	48%	$ 6,039.80
1B-10	PT-FRZ60WU7	PANASONIC	PROJECTOR	6,000 Lumens, 1DLP, WUXGA laser projector, 4K Signal Input, CEC compatibility, White	EACH	$	10,099.00	48%	$ 5,251.48
1B-10	PT-FRZ60BU7	PANASONIC	PROJECTOR	6,000 Lumens, 1DLP, WUXGA laser projector, 4K Signal Input, CEC compatibility, Black	EACH	$	10,999.00	48%	$ 5,719.48
1B-10	PT-FRQ60WU7	PANASONIC	PROJECTOR	6,000 Lumens, 1DLP, 4K (3840 x 2160 pixels) (With Quad Pixel Drive) laser projector, CEC compatibility, White	EACH	$	11,999.00	48%	$ 6,239.48
1B-10	PT-FRQ60BU7	PANASONIC	PROJECTOR	6,000 Lumens, 1DLP, 4K (3840 x 2160 pixels) (With Quad Pixel Drive) laser projector, CEC compatibility, Black	EACH	$	11,999.00	48%	$ 6,239.48
1B-10	PT-FRQ50WU7	PANASONIC	PROJECTOR	5,200 Lumens, 1DLP, 4K (3840 x 2160 pixels) (With Quad Pixel Drive) laser projector, CEC compatibility, White	EACH	$	9,999.00	48%	$ 5,199.48
1B-10	PT-FRQ50BU7	PANASONIC	PROJECTOR	5,200 Lumens, 1DLP, 4K (3840 x 2160 pixels) (With Quad Pixel Drive) laser projector, CEC compatibility, Black	EACH	$	9,999.00	48%	$ 5,199.48
1B-10	PT-FRZ50WU7	PANASONIC	PROJECTOR	5,200 Lumens, 1DLP, WUXGA laser projector, 4K Signal Input, CEC compatibility, White	EACH	$	7,599.00	48%	$ 3,951.48
1B-10	PT-FRZ50BU7	PANASONIC	PROJECTOR	5,200 Lumens, 1DLP, WUXGA laser projector, 4K Signal Input, CEC compatibility, Black	EACH	$	7,599.00	48%	$ 3,951.48
1B-10	PT-FRZ55BU7	PANASONIC	PROJECTOR	5,000 Lumens, 1DLP, WUXGA Laser Projector, 4K Signal Input, CEC compatibility, Short-Throw (0.8:1 Throw Ra	EACH	$	14,999.00	48%	$ 7,799.48
1B-10	PT-VMZ82U7	PANASONIC	PROJECTOR	8,000 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	10,999.00	48%	$ 5,719.48
1B-10	PT-VMZ82BU7	PANASONIC	PROJECTOR	8,000 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	EACH	$	10,999.00	48%	$ 5,719.48
1B-10	PT-VMZ72U8	PANASONIC	PROJECTOR	7,300 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	8,650.00	48%	$ 4,498.00
1B-10	PT-VMZ72U7	PANASONIC	PROJECTOR	7,300 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	8,650.00	48%	$ 4,498.00
1B-10	PT-VMZ72BU8	PANASONIC	PROJECTOR	7,300 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	EACH	$	8,650.00	48%	$ 4,498.00
1B-10	PT-VMZ72BU7	PANASONIC	PROJECTOR	7,300 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	EACH	$	8,650.00	48%	$ 4,498.00
1B-10	PT-VMZ7STU7	PANASONIC	PROJECTOR	7,000 lm WUXGA Short Throw (0.8:1) Laser LCD Projector / Digital Link / 4K Signal Input, White Cabinet	EACH	$	10,889.00	48%	$ 5,662.28
1B-10	PT-VMZ7STBU7	PANASONIC	PROJECTOR	7,000 lm WUXGA Short Throw (0.8:1) Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	EACH	$	10,889.00	48%	$ 5,662.28
1B-10	PT-VMZ62U7	PANASONIC	PROJECTOR	6,500 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	7,999.00	48%	$ 4,159.48
1B-10	PT-VMZ62BU7	PANASONIC	PROJECTOR	6,500 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	EACH	$	7,999.00	48%	$ 4,159.48
1B-10	PT-VMZ6STU7	PANASONIC	PROJECTOR	6,200 lm WUXGA Short Throw (0.8:1) Laser LCD Projector / Digital Link / 4K Signal Input, White Cabinet	EACH	$	9,679.00	48%	$ 5,033.08
1B-10	PT-VMZ6STBU7	PANASONIC	PROJECTOR	6,200 lm WUXGA Short Throw (0.8:1) Laser LCD Projector / Digital Link / 4K Signal Input, Black Cabinet	EACH	$	9,679.00	48%	$ 5,033.08
1B-10	PT-VMW61U7	PANASONIC	PROJECTOR	6,200 lm WXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	5,081.00	48%	$ 2,642.12
1B-10	PT-VMZ51U8	PANASONIC	PROJECTOR	5,200 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	5,686.00	48%	$ 2,956.72
1B-10	PT-VMZ51U7	PANASONIC	PROJECTOR	5,200 lm WUXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	5,686.00	48%	$ 2,956.72
1B-10	PT-VMZ51SU8	PANASONIC	PROJECTOR	5,200 lm WUXGA Laser LCD Projector / No Digital Link / 4K Signal Input	EACH	$	5,565.00	48%	$ 2,893.80
1B-10	PT-VMZ51SU7	PANASONIC	PROJECTOR	5,200 lm WUXGA Laser LCD Projector / No Digital Link / 4K Signal Input	EACH	$	5,565.00	48%	$ 2,893.80
1B-10	PT-VMZ51SU	PANASONIC	PROJECTOR	5,200 lm WUXGA Laser LCD Projector / No Digital Link / 4K Signal Input	EACH	$	5,565.00	48%	$ 2,893.80
1B-10	PT-VMW51U7	PANASONIC	PROJECTOR	5,200 lm WXGA Laser LCD Projector / Digital Link / 4K Signal Input	EACH	$	4,077.00	48%	$ 2,120.04
1B-10	PT-LMZ460U	PANASONIC	PROJECTOR	4,600lm WUXGA (1920x1200) Laser LCD Projector	EACH	$	4,299.00	48%	$ 2,235.48
1B-10	PT-LMW420U	PANASONIC	PROJECTOR	4,200lm WXGA (1280 x 800) Laser LCD Projector	EACH	$	3,999.00	48%	$ 2,079.48
1B-10	PT-CMZ50U	PANASONIC	PROJECTOR	5200 Lumens, WUXGA, Ultra Short Throw, Laser, White	EACH	$	7,999.00	48%	$ 4,159.48
1B-10	PT-CMZ50BU	PANASONIC	PROJECTOR	5200 Lumens, WUXGA, Ultra Short Throw, Laser, Black	EACH	$	7,999.00	48%	$ 4,159.48
1B-10	PT-TMZ400U	PANASONIC	PROJECTOR	4000 Lumens, WUXGA, Short Throw, Laser	EACH	$	3,999.00	48%	$ 2,079.48
1B-10	PT-TMW380U	PANASONIC	PROJECTOR	3,800 Lumens, WXGA (1280 x 800), LCD Short-Throw Laser Projector	EACH	$	3,599.00	48%	$ 1,871.48
1B-5	PT-VMZ-AVCART	PANASONIC	PROJECTOR ACCESSORY	AV Cart by Artome for VMZ Series Projectors (compatible with VMZ Series projectors, PROJECTOR SOLD SEPAR	EACH	$	10,995.00	11%	$ 9,785.55
1B-5	PT-VMZ-AVCART-CASE	PANASONIC	PROJECTOR ACCESSORY	Flight case and soft cover for PT_VMZ-AVCART	EACH	$	2,000.00	11%	$ 1,780.00
1B-5	PT-VMZ-AVCART-CVR	PANASONIC	PROJECTOR ACCESSORY	NEW! Soft Cover for PT-VMZ-AVCART	EACH	$	615.00	11%	$ 547.35
1B-5	PT-VMZ-AVCART-DOOR	PANASONIC	PROJECTOR ACCESSORY	Custom Door for PT-VMZ-AVCART with Logo print (Minimum Order Qty 10 pcs required)	EACH	$	530.00	11%	$ 471.70
1B-5	ET-SWR10G01V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (1 Month)	EACH	$	7,999.00	11%	$ 7,119.11
1B-5	ET-SWR10G02V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (2 Month)	EACH	$	15,999.00	11%	$ 14,239.11
1B-5	ET-SWR10G03V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (3 Month)	EACH	$	23,999.00	11%	$ 21,359.11
1B-5	ET-SWR10G04V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (4 Month)	EACH	$	31,999.00	11%	$ 28,479.11
1B-5	ET-SWR10G05V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (5 Month)	EACH	$	39,999.00	11%	$ 35,599.11
1B-5	ET-SWR10G06V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (6 Month)	EACH	$	47,999.00	11%	$ 42,719.11
1B-5	ET-SWR10G07V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (7 Month)	EACH	$	49,999.00	11%	$ 44,499.11
1B-5	ET-SWR10G08V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (8 Month)	EACH	$	51,999.00	11%	$ 46,279.11
1B-5	ET-SWR10G09V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (9 Month)	EACH	$	55,999.00	11%	$ 49,839.11
1B-5	ET-SWR10G10V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (10 Month)	EACH	$	57,999.00	11%	$ 51,619.11
1B-5	ET-SWR10G11V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (11 Month)	EACH	$	59,999.00	11%	$ 53,399.11
1B-5	ET-SWR10G12V	PANASONIC	PROJECTOR ACCESSORY	High speed Tracking Software License (12 Month)	EACH	$	63,999.00	11%	$ 56,959.11
1B-5	ET-RMS113V	PANASONIC	PROJECTOR ACCESSORY	Remote Monitoring Software License - Base Software Package - 1YR Per Device, >/= 250 Devices	EACH	$	30.00	11%	$ 26.70
1B-5	ET-RMS112V	PANASONIC	PROJECTOR ACCESSORY	Remote Monitoring Software License - Base Software Package - 1YR Per Device, = 100 ~ 249 Devices	EACH	$	50.00	11%	$ 44.50
1B-5	ET-RMS111V	PANASONIC	PROJECTOR ACCESSORY	Remote Monitoring Software License - Base Software Package - 1YR Per Device, </= 99 Devices	EACH	$	70.00	11%	$ 62.30
1B-5	ET-RMS105V	PANASONIC	PROJECTOR ACCESSORY	Add-On to ET-RMS101V - Image Adjustment Service 1YR - Per Device	EACH	$	1,850.00	11%	$ 1,646.50
1B-5	ET-RMS106V	PANASONIC	PROJECTOR ACCESSORY	LED Light Markers and Hardware Controller Option. Includes 8 (2 per corner) LED Lights, LED Controller and ca	EACH	$	55,475.00	11%	$ 49,372.75
1B-5	ET-PFD800	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-RQ50KU projectors	EACH	$	13,499.00	11%	$ 12,014.11
1B-5	ET-PFD765H	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-RQ35KU/RZ34KU projectors	EACH	$	10,599.00	11%	$ 9,433.11
1B-5	ET-APFD15A	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-RQ35KU/RZ34KU projectors	EACH	$	7,999.00	11%	$ 7,119.11
1B-5	ET-PFD525	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-RQ25/PT-RZ24/PT-RQ18/PT-RZ17 projectors	EACH	$	8,299.00	11%	$ 7,386.11
1B-5	ET-APFD11A	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-RQ25/PT-RZ24/PT-RQ18/PT-RZ17 projectors	EACH	$	4,999.00	11%	$ 4,449.11
1B-5	ET-PFD465	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-MZ177K/MZ14K/MZ11K projectors	EACH	$	6,499.00	11%	$ 5,784.11
1B-5	ET-PFD366	PANASONIC	PROJECTOR ACCESSORY	Premium frame for PT-REQ/ REZ Series Projectors	EACH	$	6,499.00	11%	$ 5,784.11
1B-5	ET-PFD30Clamp	PANASONIC	PROJECTOR ACCESSORY	Optional accessory for Floor Mounting one ET-PFD frame 4 pcs. per set. Excludes ET-PFD800 / ET-PF765H	EACH	$	699.00	11%	$ 622.11
1B-5	ET-PFD40Clamp	PANASONIC	PROJECTOR ACCESSORY	Optional accessory for Floor Mounting one ET-PFD800 / ET-PF765H frame 4 pcs. per set	EACH	$	699.00	11%	$ 622.11
1B-5	ET-PFD50Clamp	PANASONIC	PROJECTOR ACCESSORY	Optional accessory for hanging one ET-PFD frame or two in tandem mode on a truss. 4 pcs. per set. Excludes E	EACH	$	799.00	11%	$ 711.11
1B-5	ET-PFD70Clamp	PANASONIC	PROJECTOR ACCESSORY	Optional accessory for hanging one ET-PFD800 / ET-PF765H frame on a truss. 4 pcs. per set.	EACH	$	929.00	11%	$ 826.81

1B-5	ET-PFD165TMS2	PANASONIC	PROJECTOR ACCESSORY	Truss mount hardware for use with ET-PFD765/565/465/365 frames	EACH	$ 3,099.00	11%	$ 2,758.11
1B-5	ET-LAD520	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for PT-DZ21K2U (1 Unit)	EACH	$ 999.00	11%	$ 889.11
1B-5	ET-LAD520F	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for PT-DZ21K2U (4-Pack)	EACH	$ 3,199.00	11%	$ 2,847.11
1B-5	ET-LAD520P	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for portrait mode applications and PT-DZ21K2U (1 Unit)	EACH	$ 999.00	11%	$ 889.11
1B-5	ET-LAD520PF	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for portrait mode applications and PT-DZ21K2U (4-Pack)	EACH	$ 3,199.00	11%	$ 2,847.11
1B-5	ET-EMF510	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for PT-DZ21K Series & PT-DZ16KU	EACH	$ 439.00	11%	$ 390.71
1B-5	ET-UK20V	PANASONIC	PROJECTOR ACCESSORY	Upgrade kit for PT-RQ22K series, RZ16K/RQ13K/RZ12K, PT-RCQ10/RCQ80, PT-RZ120 series, PT-MZ16KSeries (	EACH	$ 1,999.00	11%	$ 1,779.11
1B-5	ET-SUK10V	PANASONIC	PROJECTOR ACCESSORY	High Frame Rate Upgrade Kit for use with the PT-RQ35KU	EACH	$ 27,499.00	11%	$ 24,474.11
1B-5	ET-CUK10V	PANASONIC	PROJECTOR ACCESSORY	Auto Screen Adjustment Upgrade Kit (1 license key / 1 projector) - EOL 3/31/26	EACH	$ 1,399.00	11%	$ 1,245.11
1B-5	ET-CUK10PV	PANASONIC	PROJECTOR ACCESSORY	Auto Screen Adjustment Upgrade Kit (1 license key / 1 PC)- EOL 3/31/26	EACH	$ 5,999.00	11%	$ 5,339.11
1B-5	ET-MDNDV10	PANASONIC	PROJECTOR ACCESSORY	DVI-D Input Board for PT-RQ50KU/RQ35KU/RZ34KU/RQ22KU/RQ22KU/RQ13KU, RCQ10/RCQ80	EACH	$ 1,599.00	11%	$ 1,423.11
1B-5	ET-MDNHM10	PANASONIC	PROJECTOR ACCESSORY	HDMI Input Board for PT-RQ50KU/RQ35KU/RZ34KU/RQ22KU/RQ22KU/RQ13KU, RCQ10/RCQ80	EACH	$ 1,599.00	11%	$ 1,423.11
1B-5	ET-MDNDP10	PANASONIC	PROJECTOR ACCESSORY	DisplayPort Input Board for PT-RQ35KU/PT-RZ34KU/PT-RQ22KU	EACH	$ 1,499.00	11%	$ 1,334.11
1B-5	ET-MDN12G10	PANASONIC	PROJECTOR ACCESSORY	Optional 12G-SDI Board for PT-RQ50KU/RQ35KU/RZ34KU/RQ22KU/RQ22KU, RCQ10/RCQ80	EACH	$ 5,999.00	11%	$ 5,339.11
1B-5	ET-MDNFB10	PANASONIC	PROJECTOR ACCESSORY	Optional 12G-SDI Optical Board	EACH	$ 2,299.00	11%	$ 2,046.11
1B-5	ETLAD310A	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for PT-DZ13KU/DS12KU/DW11KU/DZ10KU projectors (1 Unit)	EACH	$ 799.00	11%	$ 711.11
1B-5	ETLAD310AW	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for PT-DZ13KU/DS12KU/DW11KU/DZ10KU projectors (Twin Pack)	EACH	$ 1,499.00	11%	$ 1,334.11
1B-5	ETLAD320P	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for portrait mode applications and PT-DZ13KU/DS12KU/DW11KU/DZ10KU projectors (	EACH	$ 799.00	11%	$ 711.11
1B-5	ETLAD320PW	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for portrait mode applications and PT-DZ13KU/DS12KU/DW11KU/DZ10KU projectors (	EACH	$ 1,499.00	11%	$ 1,334.11
1B-5	ET-D3QW200	PANASONIC	PROJECTOR ACCESSORY	0.55–0.65:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 84,699.00	11%	$ 75,382.11
1B-5	ET-D3QW300	PANASONIC	PROJECTOR ACCESSORY	1.1 – 1.7:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 32,669.00	11%	$ 29,075.41
1B-5	ET-D3QS400	PANASONIC	PROJECTOR ACCESSORY	1.4 – 2.1:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 32,669.00	11%	$ 29,075.41
1B-5	ET-D3QT500	PANASONIC	PROJECTOR ACCESSORY	2.0 – 3.4:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 32,669.00	11%	$ 29,075.41
1B-5	ET-D3QT600	PANASONIC	PROJECTOR ACCESSORY	2.7 – 3.9:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 28,999.00	11%	$ 25,809.11
1B-5	ET-D3QT700	PANASONIC	PROJECTOR ACCESSORY	3.9 – 5.5:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 32,669.00	11%	$ 29,075.41
1B-5	ET-D3QT800	PANASONIC	PROJECTOR ACCESSORY	5.0 – 7.8:1 Zoom lens for PT-RQ50 projector with Lens Memory and Stepping Motor	EACH	$ 32,669.00	11%	$ 29,075.41
1B-5	ET-D75LE95	PANASONIC	PROJECTOR ACCESSORY	0.39:1, Fixed Ultra Short-Throw Lens (for use with all 3DLP projectors excluding the PT-RQ50KU)	EACH	$ 26,999.00	11%	$ 24,029.11
1B-5	ET-D3LEF70	PANASONIC	PROJECTOR ACCESSORY	Fisheye lens (for use with all 3DLP projectors excluding the PT-RQ50KU)	EACH	$ 42,349.00	11%	$ 37,690.61
1B-5	ET-D3LEU101	PANASONIC	PROJECTOR ACCESSORY	Zero-Offset Ultra Short-Throw (0.37:1) Lens for 3DLP projectors. (excluding the PT-RQ50KU)	EACH	$ 34,999.00	11%	$ 31,149.11
1B-5	ET-D3LEW201	PANASONIC	PROJECTOR ACCESSORY	Zero-Offset Short-Throw (0.65 - 0.85:1) Power Zoom Lens for 3DLP projectors. (excluding the PT-RQ50KU) **E	EACH	$ 25,999.00	11%	$ 23,139.11
1B-5	ET-D3LEW300	PANASONIC	PROJECTOR ACCESSORY	0.770 – .933:1 Zoom lens equipped with stepping motor (for use with all 3DLP projectors excluding the PT-RQ	EACH	$ 17,999.00	11%	$ 16,019.11
1B-5	ET-D3LEW50	PANASONIC	PROJECTOR ACCESSORY	0.7:1 Fixed focus lens (for use with all 3DLP projectors excluding the PT-RQ50KU)	EACH	$ 11,999.00	11%	$ 10,679.11
1B-5	ET-D3LEW60	PANASONIC	PROJECTOR ACCESSORY	0.9 – 1.1:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU)	EACH	$ 11,999.00	11%	$ 10,679.11
1B-5	ET-D3LEW600	PANASONIC	PROJECTOR ACCESSORY	0.9 – 1.28:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU	EACH	$ 13,999.00	11%	$ 12,459.11
1B-5	ET-D3LEW10	PANASONIC	PROJECTOR ACCESSORY	1.3 – 1.7:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU)	EACH	$ 11,999.00	11%	$ 10,679.11
1B-5	ET-D3LES20	PANASONIC	PROJECTOR ACCESSORY	1.7 – 2.4:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU)	EACH	$ 5,999.00	11%	$ 5,339.11
1B-5	ET-D3LET30	PANASONIC	PROJECTOR ACCESSORY	2.4 - 4.7:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU)	EACH	$ 8,999.00	11%	$ 8,009.11
1B-5	ET-D3LET40	PANASONIC	PROJECTOR ACCESSORY	4.6 - 7.3:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU)	EACH	$ 11,999.00	11%	$ 10,679.11
1B-5	ET-D3LET80	PANASONIC	PROJECTOR ACCESSORY	7.3 – 13.8:1 Zoom lens equipped with stepping motor for use with 3DLP projectors (excluding the PT-RQ50KU	EACH	$ 11,999.00	11%	$ 10,679.11
1B-5	TY-SB01FB	PANASONIC	PROJECTOR ACCESSORY	12G-SDI FIBER SDM Terminal Board	EACH	$ 2,999.00	11%	$ 2,669.11
1B-5	ET-PKD520H	PANASONIC	PROJECTOR ACCESSORY	High ceiling mount bracket for PT-RZ14K, PT- RQ25K, PT-RZ24K, PT-RQ18K, PT-RZ17K projectors	EACH	$ 2,499.00	11%	$ 2,224.11
1B-5	ET-PKD520S	PANASONIC	PROJECTOR ACCESSORY	Low ceiling mount bracket for PT-RZ14K, PT- RQ25K, PT-RZ24K, PT-RQ18K, PT-RZ17K projectors	EACH	$ 2,199.00	11%	$ 1,957.11
1B-5	ET-PKD521B	PANASONIC	PROJECTOR ACCESSORY	Base plate bracket for PT-RQ25K, PT- RZ24K, PT-RQ18K, PT-RZ17K projectors	EACH	$ 699.00	11%	$ 622.11
1B-5	ET-EMF330	PANASONIC	PROJECTOR ACCESSORY	Replacement filter for PT-RZ12KU/RS11KU	EACH	$ 439.00	11%	$ 390.71
1B-5	ET-SFR330	PANASONIC	PROJECTOR ACCESSORY	Replacement smoke cut filter for RZ12KU/RS11KU	EACH	$ 539.00	11%	$ 479.71
1B-5	ET-EMFU330	PANASONIC	PROJECTOR ACCESSORY	Replacement long-life filter for PT-RQ32/RZ31/RS30	EACH	$ 1,269.00	11%	$ 1,129.41
1B-5	ET-PLF10	PANASONIC	PROJECTOR ACCESSORY	Lens Fixed Attachment for PT-RQ32K/RZ31K/RQ13K/RZ12K Series.	EACH	$ 999.00	11%	$ 889.11
1B-5	ET-PLF20	PANASONIC	PROJECTOR ACCESSORY	Lens Fixed Attachment compatible with ET-D3LEU100/ET-D3LEW200 lenses and for use with RQ32K/RZ31KRQ	EACH	$ 1,299.00	11%	$ 1,156.11
1B-5	ETSFD320	PANASONIC	PROJECTOR ACCESSORY	Smoke cut filter for PT-DZ13KU/DS12KU/DW11KU/DZ10KU Projectors	EACH	$ 699.00	11%	$ 622.11
1B-5	ETEMF320	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for PT-DZ13KU/DS12KU/DW11KU/DZ10KU projectors	EACH	$ 319.00	11%	$ 283.91
1B-5	ETLAD120	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-DZ870 Series projectors	EACH	$ 729.00	11%	$ 648.81
1B-5	ETLAD120W	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-DZ870 Series projectors, Twin Pack	EACH	$ 1,279.00	11%	$ 1,138.31
1B-5	ETLAD120P	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for portrait mode projection with PT-DZ870 Series projectors	EACH	$ 729.00	11%	$ 648.81
1B-5	ETLAD120PW	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for portrait mode projection with PT-DZ870 Series projectors, Twin Pack	EACH	$ 1,279.00	11%	$ 1,138.31
1B-5	ET-LAD70	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-DZ780 Series projectors	EACH	$ 699.00	11%	$ 622.11
1B-5	ET-LAD70W	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-DZ780 Series projectors, Twin Pack	EACH	$ 1,199.00	11%	$ 1,067.11
1B-5	ETLAD60A	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-DZ770/DZ680/DW740/DX810/D6000/DZ570 Series projectors	EACH	$ 699.00	11%	$ 622.11
1B-5	ETLAD60AW	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-DZ770/DZ680/DW740/DX810/D6000/DZ570 Series projectors, Twin Pack	EACH	$ 1,299.00	11%	$ 1,156.11
1B-5	ET-LAE300	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for the PT-EZ770 Series and PT-EZ580 Series projectors	EACH	$ 1,099.00	11%	$ 978.11
1B-5	ET-RFE300	PANASONIC	PROJECTOR ACCESSORY	Replacement Eco Filter unit for PT-EZ770 Series and PT-EZ580 Series projectors	EACH	$ 199.00	11%	$ 177.11
1B-5	ET-RFM100	PANASONIC	PROJECTOR ACCESSORY	Replacement Eco Filter unit for the PT-MZ670 Series LCD laser projectors	EACH	$ 199.00	11%	$ 177.11
1B-5	ET-C1U200	PANASONIC	PROJECTOR ACCESSORY	0.38:1, fixed ultra short-throw lens for REQ/REZ Sereis laser projectors	EACH	$ 16,099.00	11%	$ 14,328.11
1B-5	ET-C1W300	PANASONIC	PROJECTOR ACCESSORY	0.550–0.690 zoom lens for REQ/REZ Sereis laser projectors	EACH	$ 6,999.00	11%	$ 6,229.11
1B-5	ET-C1W400	PANASONIC	PROJECTOR ACCESSORY	0.680–0.950:1 zoom lens for REQ/REZ Sereis laser projectors	EACH	$ 6,799.00	11%	$ 6,051.11
1B-5	ET-C1W500	PANASONIC	PROJECTOR ACCESSORY	0.940–1.39:1 zoom lens for REQ/REZ Sereis laser projectors	EACH	$ 6,099.00	11%	$ 5,428.11
1B-5	ET-C1S600	PANASONIC	PROJECTOR ACCESSORY	1.36–2.10:1 zoom lens for REQ/REZ Sereis laser projectors	EACH	$ 2,699.00	11%	$ 2,402.11
1B-5	ET-C1T700	PANASONIC	PROJECTOR ACCESSORY	2.07–3.38:1 zoom lens for REQ/REZ Sereis laser projectors	EACH	$ 4,599.00	11%	$ 4,093.11
1B-5	ET-C1T800	PANASONIC	PROJECTOR ACCESSORY	3.30-6.60:1 zoom lens for REQ/REZ Sereis laser projectors	EACH	$ 5,399.00	11%	$ 4,805.11
1B-5	ETDLE150	PANASONIC	PROJECTOR ACCESSORY	1.3–1.9:1, zoom, WUXGA (16:10 aspect ratio) / 1.3–2.0:1, zoom, XGA (4:3 aspect ratio) / 1.4–2.0:1, zoom, WX	EACH	$ 3,499.00	11%	$ 3,114.11
1B-5	ETDLE250	PANASONIC	PROJECTOR ACCESSORY	2.3–3.6:1, zoom, WUXGA (16:10 aspect ratio) / 2.4–3.7:1, zoom, XGA (4:3 aspect ratio) / 2.4–3.8:1, zoom, WX	EACH	$ 3,499.00	11%	$ 3,114.11
1B-5	ETDLE350	PANASONIC	PROJECTOR ACCESSORY	3.6–5.4:1, zoom, WUXGA (16:10 aspect ratio) / 3.7–5.6:1, zoom, XGA (4:3 aspect ratio) / 3.8–5.7:1, zoom, WX	EACH	$ 3,499.00	11%	$ 3,114.11
1B-5	ETDLE450	PANASONIC	PROJECTOR ACCESSORY	5.4–8.6:1, zoom, WUXGA (16:10 aspect ratio) / 5.5–8.9:1, zoom, XGA (4:3 aspect ratio) / 5.6–9.0:1, zoom, WX	EACH	$ 3,499.00	11%	$ 3,114.11
1B-5	ET-DLE170	PANASONIC	PROJECTOR ACCESSORY	1.7–2.4:1, zoom, WUXGA (16:10 aspect ratio) / 1.8–2.5:1, zoom, XGA (4:3 aspect ratio) / 1.8–2.5:1, zoom, WX	EACH	$ 1,399.00	11%	$ 1,245.11
1B-5	ET-DLE105	PANASONIC	PROJECTOR ACCESSORY	1.0–1.3:1, zoom, WUXGA (16:10 aspect ratio) / 0.9–1.3:1, zoom, XGA (4:3 aspect ratio) / 1.1–1.5:1, zoom, WX	EACH	$ 5,299.00	11%	$ 4,716.11
1B-5	ETDLE085	PANASONIC	PROJECTOR ACCESSORY	0.8–1.0:1, zoom lens	EACH	$ 5,299.00	11%	$ 4,716.11
1B-5	ET-DLE060	PANASONIC	PROJECTOR ACCESSORY	0.6–0.8:1, zoom lens	EACH	$ 6,049.00	11%	$ 5,383.61
1B-5	ETDLE055	PANASONIC	PROJECTOR ACCESSORY	0.8:1, fixed-focus short-throw lens	EACH	$ 4,199.00	11%	$ 3,737.11
1B-5	ET-DLE020G NEW	PANASONIC	PROJECTOR ACCESSORY	0.28:1, ultra short-throw lens with power zoom (for use with compatible 1DLP projectors) For RQ7 Series	EACH	$ 13,829.00	11%	$ 12,307.81
1B-5	ET-DLE035	PANASONIC	PROJECTOR ACCESSORY	0.38:1, fixed ultra short-throw lens (for use with compatible 1DLP projectors)	EACH	$ 7,599.00	11%	$ 6,763.11
1B-5	ET-PKD130H	PANASONIC	PROJECTOR ACCESSORY	Ceiling mount bracket with 6-axis adjustment for PT-RZ120, PT-RZ890/870, PT-RCQ10, PT-DZ870, PT-DZ780 Se	EACH	$ 1,999.00	11%	$ 1,779.11
1B-5	ETPKD120H	PANASONIC	PROJECTOR ACCESSORY	Ceiling mount bracket (high) for PT-MZ16K, PT-MZ880, PT-RZ120/RZ990/RZ890/RZ790/RZ690/RCQ10/RCQ80	EACH	$ 1,099.00	11%	$ 978.11
1B-5	ETPKD120S	PANASONIC	PROJECTOR ACCESSORY	Ceiling mount bracket (low) for PT-MZ16K, PT-MZ880, PT-RZ120/RZ990/RZ890/RZ790/RZ690/RCQ10/RCQ80	EACH	$ 899.00	11%	$ 800.11
1B-5	ET-PKE301B	PANASONIC	PROJECTOR ACCESSORY	Mount bracket for the PT-MZ16K, PT-MZ880, PT-RZ120/RZ990/RZ890/RZ790/RZ690/RCQ10/RCQ80 and PT-FI	EACH	$ 499.00	11%	$ 444.11
1B-5	ET-PKD130B	PANASONIC	PROJECTOR ACCESSORY	Ceiling mount base for PT-RCQ10/RCQ80/RZ120/RZ990/RZ890/RZ790/RZ690 and PT-FRQ50, PT-FRZ60 Series	EACH	$ 399.00	11%	$ 355.11
1B-5	ET-EMU100	PANASONIC	PROJECTOR ACCESSORY	0.33 - 0.35:1 Ultra Short-Throw zero offset lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 22,999.00	11%	$ 20,469.11
1B-5	ET-EMW200	PANASONIC	PROJECTOR ACCESSORY	.48 – 0.55:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 8,999.00	11%	$ 8,009.11
1B-5	ET-EMW300	PANASONIC	PROJECTOR ACCESSORY	.55 – 0.69:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 6,999.00	11%	$ 6,229.11
1B-5	ET-EMW400	PANASONIC	PROJECTOR ACCESSORY	.69 – 0.95:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 6,999.00	11%	$ 6,229.11
1B-5	ET-EMW500	PANASONIC	PROJECTOR ACCESSORY	.95 – 1.35:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 6,999.00	11%	$ 6,229.11
1B-5	ET-EMS650	PANASONIC	PROJECTOR ACCESSORY	1.35 – 2.11:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 3,779.00	11%	$ 3,363.31
1B-5	ET-EMT750	PANASONIC	PROJECTOR ACCESSORY	2.10 – 4.14:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 5,599.00	11%	$ 4,983.11
1B-5	ET-EMT850	PANASONIC	PROJECTOR ACCESSORY	4.14 – 7.40:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	EACH	$ 5,599.00	11%	$ 4,983.11
1B-5	ET-ELT30	PANASONIC	PROJECTOR ACCESSORY	Fixed zoom lens for EZ590 Series	EACH	$ 3,199.00	11%	$ 2,847.11
1B-5	ET-ELW31	PANASONIC	PROJECTOR ACCESSORY	Fixed short-throw zoom lens for EZ590 Series	EACH	$ 3,199.00	11%	$ 2,847.11
1B-5	ET-ELT31	PANASONIC	PROJECTOR ACCESSORY	Fixed zoom lens for EZ590 Series	EACH	$ 3,199.00	11%	$ 2,847.11
1B-5	ET-ELW30	PANASONIC	PROJECTOR ACCESSORY	Fixed zoom lens for EZ590 Series	EACH	$ 3,199.00	11%	$ 2,847.11
1B-5	ET-ELU20	PANASONIC	PROJECTOR ACCESSORY	0.33 - 0.35:1 Ultra Short-Throw zero offset lens for PT-MZ880/MZ780/MZ680 projectors	EACH	$ 11,299.00	11%	$ 10,056.11
1B-5	ET-ELW22	PANASONIC	PROJECTOR ACCESSORY	Short-throw lens for PT-MZ880/MZ770/MZ670 Series and PT-EZ770/EZ580 Series	EACH	$ 4,199.00	11%	$ 3,737.11
1B-5	ET-ELW20	PANASONIC	PROJECTOR ACCESSORY	1.3 - 1.7 :1 fixed zoom lens for PT-MZ880/MZ770/MZ670 Series, PT-EZ770 Series, PT-EZ580 Series and PT-EZ5	EACH	$ 2,999.00	11%	$ 2,669.11
1B-5	ET-ELT22	PANASONIC	PROJECTOR ACCESSORY	2.7 - 4.5:1 fixed zoom lens for PT-MZ880/MZ770/MZ670 Series, PT-EZ770 Series, PT-EZ580 Series and PT-EZ57	EACH	$ 2,999.00	11%	$ 2,669.11
1B-5	ET-ELT23	PANASONIC	PROJECTOR ACCESSORY	4.4 - 7.1:1 fixed zoom lens for PT-MZ880/MZ770/MZ670 Series, PT-EZ770 Series, PT-EZ580 Series and PT-EZ57	EACH	$ 2,999.00	11%	$ 2,669.11
1B-5	ET-ELW21	PANASONIC	PROJECTOR ACCESSORY	0.8 :1 fixed zoom lens for PT-MZ880/MZ770/MZ670 Series, PT-EZ770 Series, PT-EZ580 Series and PT-EZ570 Se	EACH	$ 2,999.00	11%	$ 2,669.11
1B-5	ET-ELS20	PANASONIC	PROJECTOR ACCESSORY	1.7 - 2.8:1 fixed zoom lens for PT-MZ880/MZ770/MZ670 Series, PT-EZ770 Series, PT-EZ580 Series and PT-EZ57	EACH	$ 2,999.00	11%	$ 2,669.11
1B-5	ET-FMP50	PANASONIC	PROJECTOR ACCESSORY	Media Processor Storage 4TB	EACH	$ 21,999.00	11%	$ 19,579.11
1B-5	ET-SBFMP10	PANASONIC	PROJECTOR ACCESSORY	Media Processor Storage 512 GB - SDM Board	EACH	$ 6,999.00	11%	$ 6,229.11
1B-5	ET-LAEF100	PANASONIC	PROJECTOR ACCESSORY	Replacement Lamp Unit (PT-FZ570/FW530/FX500)	EACH	$ 799.00	11%	$ 711.11
1B-5	ET-RFF200	PANASONIC	PROJECTOR ACCESSORY	Replacement Filter Unit (PT-FZ570/FW530/FX500)	EACH	$ 119.00	11%	$ 105.91
1B-5	ET-WBC100	PANASONIC	PROJECTOR ACCESSORY	Wall Mount for PT-CMZ50	EACH	$ 1,199.00	11%	$ 1,067.11
1B-5	ET-PKC300B	PANASONIC	PROJECTOR ACCESSORY	Mounting Plate for PT-CMZ50	EACH	$ 499.00	11%	$ 444.11
1B-5	ET-LRZ3DGL	PANASONIC	PROJECTOR ACCESSORY	DLP-Link 3D Glasses for use with the PT-LRZ35U Series	EACH	$ 149.00	11%	$ 132.61
1B-5	ET-LAV400	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for VZ580/570 series	EACH	$ 899.00	11%	$ 800.11
1B-5	ET-RFV410	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for VZ580 series	EACH	$ 149.00	11%	$ 132.61
1B-5	ET-RFV400	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for VZ570 series	EACH	$ 149.00	11%	$ 132.61
1B-5	ET-RFV500	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for VMZ50 series	EACH	$ 149.00	11%	$ 132.61
1B-5	ET-PKV400B	PANASONIC	PROJECTOR ACCESSORY	Ceiling mount bracket for VZ580/VZ570 and LRZ35 Series	EACH	$ 759.00	11%	$ 675.51
1B-5	ET-LAV300	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for PT-VW340ZU series	EACH	$ 599.00	11%	$ 533.11
1B-5	ET-RFV300	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for PT-VW340ZU series	EACH	$ 119.00	11%	$ 105.91
1B-5	ET-RFL300	PANASONIC	PROJECTOR ACCESSORY	Replacement filter unit for LB425 and TW371R Series	EACH	$ 199.00	11%	$ 177.11
1B-5	ET-PKL420B	PANASONIC	PROJECTOR ACCESSORY	Bracket assembly for LB425 series	EACH	$ 579.00	11%	$ 515.31
1B-5	ET-PKL430B	PANASONIC	PROJECTOR ACCESSORY	Bracket assembly for TW371R series	EACH	$ 579.00	11%	$ 515.31
1B-5	ET-PKL100H	PANASONIC	PROJECTOR ACCESSORY	High Ceiling mount bracket for VMZ50 Series, VZ580/VZ570 Series, TW371R Series, LB425 Series and LRZ35 Se	EACH	$ 799.00	11%	$ 711.11

1B-5	ET-PKL100S	PANASONIC	PROJECTOR ACCESSORY	Low Ceiling mount bracket for VMZ50 Series, VZ580/VZ570 Series, TW371R Series, LB425 Series and LRZ35 Se	EACH	$	799.00	11%	$ 711.11
1B-5	ET-LAL510	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for LB425 Series and TW371R Series	EACH	$	699.00	11%	$ 622.11
1B-5	ET-LAL500	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp for LB360 Series and TW340 Series	EACH	$	699.00	11%	$ 622.11
1B-5	ETLAC300	PANASONIC	PROJECTOR ACCESSORY	Replacement lamp unit for PT-CW330/CX300U	EACH	$	539.00	11%	$ 479.71
1B-5	ET-APFD11A	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ25 Series Projectors V frame for use with ET-D75LE95 Lens	EACH	$	4,999.00	11%	$ 4,449.11
1B-5	ET-APFD15A	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ35 Series Projectors V frame for use with ET-D75LE95 Lens	EACH	$	7,999.00	11%	$ 7,119.11
1B-5	ET-PFD366	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - REQ/ REZ Series Projectors	EACH	$	6,499.00	11%	$ 5,784.11
1B-5	ET-PFD465	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - MZ20K Series Projectors	EACH	$	6,499.00	11%	$ 5,784.11
1B-5	ET-PFD525	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ25 Series Projectors	EACH	$	8,299.00	11%	$ 7,386.11
1B-5	ET-PFD765	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ35 Series Projectors (standard support) (30mm tubing)	EACH	$	10,599.00	11%	$ 9,433.11
1B-5	ET-PFD765H	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ35 Series Projectors (Heavy Duty) (40mm tubing)	EACH	$	10,599.00	11%	$ 9,433.11
1B-5	ET-PFD800	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ50 Series Projectors	EACH	$	13,499.00	11%	$ 12,014.11
1B-5	ET-PFD800BF	PANASONIC	PROJECTOR ACCESSORY	Rigging Frame - RQ50 Series Projectors (Bottom Frame Only)	EACH	$	12,999.00	11%	$ 11,569.11
1B-5	ET-PFD165TMS2	PANASONIC	PROJECTOR ACCESSORY	Truss Mount with Single Selflock Hook, with Fine Adjustment, 200Kg Load	EACH	$	3,099.00	11%	$ 2,758.11
1B-5	ET-PFD365TMCX2	PANASONIC	PROJECTOR ACCESSORY	Truss Mount with Dual Selflock Hook,with Fine Adjust, Cross Beam, 200Kg Load	EACH	$	3,799.00	11%	$ 3,381.11
1B-5	ET-PFD30CLAMP	PANASONIC	PROJECTOR ACCESSORY	Truss feet for Portait Mounting (30mm Tubie frames) (All frames Except -PFD800, PFD765H,APFD15A)	EACH	$	699.00	11%	$ 622.11
1B-5	ET-PFD40CLAMP	PANASONIC	PROJECTOR ACCESSORY	Truss feet for Portait Mounting (40mm Tubie frames) (Compatible with -PFD800, PFD765H,APFD15A)	EACH	$	699.00	11%	$ 622.11
1B-5	ET-PFD50CLAMP	PANASONIC	PROJECTOR ACCESSORY	Rigging Clamp for 30mm Tubing (All frames Except -PFD800, PFD765H,APFD15A) (Set of 4)	EACH	$	799.00	11%	$ 711.11
1B-5	ET-PFD70CLAMP	PANASONIC	PROJECTOR ACCESSORY	Rigging Clamp for 30mm Tubing (Compatible with PFD800, PFD765H,APFD15A) (Set of 4)	EACH	$	929.00	11%	$ 826.81
S	PT-SVC3DLP50K5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	15,499.99	0%	$ 15,499.99
S	PT-SVC3DLP30K5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	7,399.99	0%	$ 7,399.99
S	PT-SVC3DLP5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	5,499.00	0%	$ 5,499.00
S	PT-SVCMZ10K5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	2,899.99	0%	$ 2,899.99
S	PT-SVC1DLPINT5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	1,999.99	0%	$ 1,999.99
S	PT-SVCMZ5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	899.00	0%	$ 899.00
S	PT-SVC1DLPFIX5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	599.99	0%	$ 599.99
S	PT-SVCVMZ5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years; Adds Projector Loaner service for sam	EACH	$	319.99	0%	$ 319.99
S	PT-SVCSUPHBR-Y45L	PANASONIC	PROJECTOR SERVICES	Super High Bright Ext Warr w/Loaner 5Years total from original equipment purchase date. Advance loaner ser	EACH	$	15,499.99	0%	$ 15,499.99
S	PT-SVCHBRI-Y45L	PANASONIC	PROJECTOR SERVICES	High Bright Ext Warr w/Loaner 5Years total from original equipment purchase date. Advance loaner service of	EACH	$	7,399.99	0%	$ 7,399.99
S	PT-SVCEXTWAR5YLH	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (50-100) - Extends terms of Standard Warranty to Five Years of Warranty	EACH	$	5,499.00	0%	$ 5,499.00
S	PT-SVCEXTWAR5YLG	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (35-50) - Extends terms of Standard Warranty to Five Years of Warranty c	EACH	$	2,899.99	0%	$ 2,899.99
S	PT-SVCEXTWAR5YLF	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (27.5-35) - Extends terms of Standard Warranty to Five Years of Warranty	EACH	$	1,999.99	0%	$ 1,999.99
S	PT-SVCEXTWAR5YLE	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (17.5-27.5) - Extends terms of Standard Warranty to Five Years of Warran	EACH	$	1,399.99	0%	$ 1,399.99
S	PT-SVCEXTWAR5YLD	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (12-17.5) - Extends terms of Standard Warranty to Five Years of Warranty	EACH	$	899.99	0%	$ 899.99
S	PT-SVCEXTWAR5YLC	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (5.5-12) - Extends terms of Standard Warranty to Five Years of Warranty c	EACH	$	599.99	0%	$ 599.99
S	PT-SVCEXTWAR5YLB	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (3-5.5) - Extends terms of Standard Warranty to Five Years of Warranty co	EACH	$	319.99	0%	$ 319.99
S	PT-SVCEXTWAR5YLA	PANASONIC	PROJECTOR SERVICES	PROJ PREMIUM 5Yr Service Support (1-3) - Extends terms of Standard Warranty to Five Years of Warranty cov	EACH	$	224.99	0%	$ 224.99
S	PT-SVC3DLP50KAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	19,374.99	0%	$ 19,374.99
S	PT-SVC3DLP30KAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	9,249.99	0%	$ 9,249.99
S	PT-SVC3DLPAPO5SY (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	7,007.50	0%	$ 7,007.50
S	PT-SVCMZ10KAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	3,667.50	0%	$ 3,667.50
S	PT-SVC1DLPINTAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	2,538.75	0%	$ 2,538.75
S	PT-SVCMZAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	1,167.50	0%	$ 1,167.50
S	PT-SVC1DLPFIXAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	791.25	0%	$ 791.25
S	PT-SVCVMZAPOS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	After Sales Extended Warranty - Extends terms of Standard Warranty to Five Years total of Warranty coverage	EACH	$	368.75	0%	$ 368.75
S	PT-SVCSHBRAPOSY45	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support SUPER HIGH BRIGHT (+45K LUMEN) - Extends terms of Standard Warranty to F	EACH	$	19,374.99	0%	$ 19,374.99
S	PT-SVCHBRIAPOSY45	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support HIGHBRIGHT (25K-45K LUMEN) - Extends terms of Standard Warranty to Five Y	EACH	$	9,249.99	0%	$ 9,249.99
S	PT-SVCAPOSWAR5YH	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (50-100) - Extends terms of Standard Warranty to Five Years total of Warranty	EACH	$	7,007.50	0%	$ 7,007.50
S	PT-SVCAPOSWAR5YG	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (35-50) - Extends terms of Standard Warranty to Five Years total of Warranty c	EACH	$	3,667.50	0%	$ 3,667.50
S	PT-SVCAPOSWAR5YF	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (27.5-35) - Extends terms of Standard Warranty to Five Years total of Warranty	EACH	$	2,538.75	0%	$ 2,538.75
S	PT-SVCAPOSWAR5YE	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (17.5-27.5) - Extends terms of Standard Warranty to Five Years total of Warrar	EACH	$	1,786.25	0%	$ 1,786.25
S	PT-SVCAPOSWAR5YD	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (12-17.5) - Extends terms of Standard Warranty to Five Years total of Warranty	EACH	$	1,167.50	0%	$ 1,167.50
S	PT-SVCAPOSWAR5YC	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (5.5-12) - Extends terms of Standard Warranty to Five Years total of Warranty	EACH	$	791.25	0%	$ 791.25
S	PT-SVCAPOSWAR5YB	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (3-5.5) - Extends terms of Standard Warranty to Five Years total of Warranty c	EACH	$	430.00	0%	$ 430.00
S	PT-SVCAPOSWAR5YA	PANASONIC	PROJECTOR SERVICES	PROJ APOS 5Yr Service Support (1-3) - Extends terms of Standard Warranty to Five Years total of Warranty cov	EACH	$	300.00	0%	$ 300.00
S	PT-SVCMZ10KHS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years of Warranty coverage; Adds Projector	EACH	$	4,374.99	0%	$ 4,374.99
S	PT-SVC1DLPINTHS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years of Warranty coverage; Adds Projector	EACH	$	4,174.99	0%	$ 4,174.99
S	PT-SVCMZHS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years of Warranty coverage; Adds Projector	EACH	$	1,674.99	0%	$ 1,674.99
S	PT-SVC1DLPFIXHS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years of Warranty coverage; Adds Projector	EACH	$	1,274.99	0%	$ 1,274.99
S	PT-SVCVMZHS5Y (NEW)	PANASONIC	PROJECTOR SERVICES	5Yr Service Support - Extends terms of Standard Warranty to Five Years of Warranty coverage; Adds Projector	EACH	$	739.99	0%	$ 739.99
S	PT-SALESRENGFD	PANASONIC	PROJECTOR SERVICES	Full Day - Sales Engineer Labor - (Projector) - Must purchase Travel SKU seperately	EACH	$	2,699.00	0%	$ 2,699.00
S	PT-SALESRENGHD	PANASONIC	PROJECTOR SERVICES	Half Day - Sales Engineer Labor - (Projector) - Must purchase Travel SKU seperately	EACH	$	1,349.00	0%	$ 1,349.00
S	PT-ENGTRVLAF	PANASONIC	PROJECTOR SERVICES	SALES ENGINEER Trav - Airfare + 1 Night Hotel (Projector)	EACH	$	1,350.00	0%	$ 1,350.00
S	PT-ENGTRVLDAY	PANASONIC	PROJECTOR SERVICES	SALES ENGINEER Trav - Daily Trip Charge (Projector)	EACH	$	205.00	0%	$ 205.00
S	PT-SVCENGFDOS	PANASONIC	PROJECTOR SERVICES	FULL DAY SERVICE ENGINEER LABOR - (Projector) - Must purchase Travel SKU seperately	EACH	$	2,299.00	0%	$ 2,299.00
S	PT-SVCENGHDOS	PANASONIC	PROJECTOR SERVICES	HALF DAY SERVICE ENGINEER LABOR - (Projector) - Must purchase Travel SKU seperately	EACH	$	1,149.00	0%	$ 1,149.00
S	PT-SVCTRVLAF	PANASONIC	PROJECTOR SERVICES	SERVICE ENGINEER Trav - Airfare + 1 Night Hotel (Projector)	EACH	$	1,350.00	0%	$ 1,350.00
S	PT-SVCTRVLDAY	PANASONIC	PROJECTOR SERVICES	SERVICE ENGINEER Trav - Daily Trip Charge (Projector)	EACH	$	205.00	0%	$ 205.00
S	PT-SVCREMSUPP4H	PANASONIC	PROJECTOR SERVICES	REMOTE SUPPORT/Training SKU - 4hr	EACH	$	505.00	0%	$ 505.00
S	PT-SVCREMSUPP8H	PANASONIC	PROJECTOR SERVICES	REMOTE SUPPORT/Training SKU - 8Hr	EACH	$	940.00	0%	$ 940.00
S	PT-CUSTPAINT	PANASONIC	PROJECTOR SERVICES	ADD ON-SKU - Custom Color Batch - Gallon only - Must purchase painting sku in combination. Covers approx (	EACH	$	410.00	0%	$ 410.00
S	PT-PAINT1DLPMZ (NEW)	PANASONIC	PROJECTOR SERVICES	Single Chip DLP/LCD Projector Painting - Standard Colors Only - Custom color needs add-on SKU - Incl: return s	EACH	$	1,160.00	0%	$ 1,160.00
S	PT-PAINT3DLP50K (NEW)	PANASONIC	PROJECTOR SERVICES	3-Chip DLP Projector Painting Excludes RQ50 Projectors - Standard Colors Only - Custom color needs add-on SK	EACH	$	1,500.00	0%	$ 1,500.00
S	PT-PAINT3DLP (NEW)	PANASONIC	PROJECTOR SERVICES	PT-RQ50 Projector Painting - Standard Colors Only - Custom color needs add-on SKU - Incl: return ship, keeps	EACH	$	2,410.00	0%	$ 2,410.00
S	PT-WPAINT1DLPMZ (NEW)	PANASONIC	PROJECTOR SERVICES	Single Chip DLP/LCD Projector Painting - WHITE Color Only - Incl: return ship, keeps exiting warranty, 10-15 bu	EACH	$	1,160.00	0%	$ 1,160.00
S	PT-WPAINT3DLP (NEW)	PANASONIC	PROJECTOR SERVICES	3-Chip DLP Projector Painting Excludes RQ50 Projectors - WHITE Color Only - Incl: return ship, keeps exiting wa	EACH	$	1,500.00	0%	$ 1,500.00
S	PT-WPAINT3DLP50K (NEW)	PANASONIC	PROJECTOR SERVICES	PT-RQ50 Projector Painting - WHITE Color Only - Incl: return ship, keeps exiting warranty, 10-15 bus day turna	EACH	$	2,410.00	0%	$ 2,410.00
S	PT-CUSTOMCOLORKC	PANASONIC	PROJECTOR SERVICES	ADD ON-SKU - Custom Color Batch - Gallon only - Must purchase painting sku in combination. Covers approx (	EACH	$	410.00	0%	$ 410.00
S	PT-PROJPAINTMEDKC	PANASONIC	PROJECTOR SERVICES	Single Chip DLP/LCD Projector Painting - Standard Colors Only - Custom color needs add-on SKU - Incl: return s	EACH	$	1,160.00	0%	$ 1,160.00
S	PT-PROJPAINTLRGKC	PANASONIC	PROJECTOR SERVICES	3-Chip DLP Projector Painting Excludes RQ50 Projectors - Standard Colors Only - Custom color needs add-on SK	EACH	$	1,500.00	0%	$ 1,500.00
S	PT-RQ50STDPAINTKC	PANASONIC	PROJECTOR SERVICES	PT-RQ50 Projector Painting - Standard Colors Only - Custom color needs add-on SKU - Incl: return ship, keeps	EACH	$	2,410.00	0%	$ 2,410.00
S	PT-PROJPAINTMEDKCW	PANASONIC	PROJECTOR SERVICES	Single Chip DLP/LCD Projector Painting - WHITE Color Only - Incl: return ship, keeps exiting warranty, 10-15 bu	EACH	$	1,160.00	0%	$ 1,160.00
S	PT-PROJPAINTLRGKCW	PANASONIC	PROJECTOR SERVICES	3-Chip DLP Projector Painting Excludes RQ50 Projectors - WHITE Color Only - Incl: return ship, keeps exiting wa	EACH	$	1,500.00	0%	$ 1,500.00
S	PT-RQ50STDPAINTKCW	PANASONIC	PROJECTOR SERVICES	PT-RQ50 Projector Painting - WHITE Color Only - Incl: return ship, keeps exiting warranty, 10-15 bus day turna	EACH	$	2,410.00	0%	$ 2,410.00
S	PT-SVCWRPTOPLOGOE	PANASONIC	PROJECTOR SERVICES	TOP PANEL CONTOUR CUT LOGO USER APPLIED - LOGO ONLY - USER SUPPLIED GRPAHIC FILE - USER APPLIED	EACH	$	220.00	0%	$ 220.00
S	PT-SVC-TOPVYNL	PANASONIC	PROJECTOR SERVICES	TOP PANEL ONLY WRAP W- USER GRAPHICS - 22K LUMEN AND BELOW - EAST VENDOR	EACH	$	520.00	0%	$ 520.00
S	PT-SVCWRPFULLWTE	PANASONIC	PROJECTOR SERVICES	FULL PROJ VINYL WRAP - SOLID WHITE ONLY - 22K LUMEN AND BELOW - EAST VENDOR	EACH	$	880.00	0%	$ 880.00
S	PT-SVC-FULLVYNL	PANASONIC	PROJECTOR SERVICES	FULL PROJ VINYL WRAP - W- COLOR-GRAPHICS USER SUPPLIED GRAPHICS - 22K LUMEN AND BELOW - EAST VI	EACH	$	990.00	0%	$ 990.00
1B-2	FZ-55JZ-3CBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel	EACH	$	5,651.10	13%	$ 4,916.46
1B-2	FZ-55JZ-3ABM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,422.75	13%	$ 4,717.79
1B-2	FZ-55JZ-2KBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Customer Specific Broward County Sheriff's Office, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT,	EACH	$	5,225.08	13%	$ 4,545.82
1B-2	FZ-BNDL-FZS5002	PANASONIC	SEMI RUGGED TOUGHBOOK	Customer Specific Louisiana State Police Connected Vehicle, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GH	EACH	$	7,248.99	13%	$ 6,306.62
1B-2	FZ-BNDL-FZS5001	PANASONIC	SEMI RUGGED TOUGHBOOK	Customer Specific Louisiana State Police Connected Vehicle, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GH	EACH	$	6,398.23	13%	$ 5,566.46
1B-2	FZ-55JZ-2VBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,630.75	13%	$ 4,898.75
1B-2	FZ-55JZ-2QBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	6,107.11	13%	$ 5,313.19
1B-2	FZ-55JZ-2NBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,656.14	13%	$ 4,050.84
1B-2	FZ-55JZ-2PBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	6,240.20	13%	$ 5,428.97
1B-2	FZ-55JZ-2BBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,853.69	13%	$ 4,222.71
1B-2	FZ-55JZ-2LBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,981.98	13%	$ 4,334.32
1B-2	FZ-55JZ-2FBM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	5,867.95	13%	$ 5,105.12
1B-2	FZ-55JZ-2HBM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GI	EACH	$	5,017.18	13%	$ 4,364.95
1B-2	FZ-55JZ-2GBM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	5,734.85	13%	$ 4,989.32
1B-2	FZ-55JZ-2EBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,912.11	13%	$ 5,143.54
1B-2	FZ-55JZ-2DBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	6,045.20	13%	$ 5,259.32
1B-2	FZ-55JZ-2JBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,884.08	13%	$ 4,249.15
1B-2	FZ-55JZ-2CBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 64GB(32+3	EACH	$	5,637.92	13%	$ 4,904.99
1B-2	FZ-55JZ-2ABM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,426.63	13%	$ 3,851.17
1B-2	FZ-55JZ-1EBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,132.07	13%	$ 3,594.90
1B-2	FZ-55JZ-1CBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,839.23	13%	$ 3,340.13
1B-2	FZ-55JZ-1DBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,807.58	13%	$ 4,182.59
1B-2	FZ-55JZ019BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,486.07	13%	$ 3,032.88
1B-2	FZ-55JV421BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,744.40	13%	$ 3,257.63
1B-2	FZ-55JV444BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel	EACH	$	4,129.33	13%	$ 3,592.52
1B-2	FZ-55G2C01BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 16GB, Intel UHD, 1TB OPAL SSD, Intel Wi-	EACH	$	3,220.92	13%	$ 2,802.20
1B-2	FZ-55J2P01BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,954.52	13%	$ 3,440.43
1B-2	FZ-55JZ01QBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,318.18	13%	$ 3,756.82
1B-2	FZ-55JZ01MBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,168.95	13%	$ 4,496.99
1B-2	FZ-55JZ01NBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,035.85	13%	$ 4,381.19
1B-2	FZ-55JZ01LBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,347.11	13%	$ 4,651.99
1B-2	FZ-55JZ01KBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,480.20	13%	$ 4,767.77
1B-2	FZ-55JZ01RBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,185.08	13%	$ 3,641.02

1B-2	FZ-55JZ01PBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,496.34	13%	$ 3,911.82
1B-2	FZ-55JZ01TBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,348.36	13%	$ 3,783.07
1B-2	FZ-55JZ01SBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 64GB(32+3	EACH	$	5,753.62	13%	$ 5,005.65
1B-2	FZ-55JZ01UBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,505.56	13%	$ 3,919.84
1B-2	FZ-55JZ01BBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,154.69	13%	$ 3,614.58
1B-2	FZ-55JZ01CBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,373.72	13%	$ 3,805.14
1B-2	FZ-55JZ01JBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel	EACH	$	4,878.65	13%	$ 4,244.43
1B-2	FZ-55GZ01DBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 16GB, Intel UHD, 512GB OPAL SSD, Intel '	EACH	$	3,954.52	13%	$ 3,440.43
1B-2	FZ-55GZ01WBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 32GB(16+16), Intel Iris Xe, 512GB OPAL S	EACH	$	3,322.37	13%	$ 2,890.46
1B-2	FZ-55JZ01VBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	3,552.93	13%	$ 3,091.05
1B-2	FZ-55JZ01ABM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,786.43	13%	$ 4,164.19
1B-2	FZ-55JZ00HBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,682.04	13%	$ 3,203.37
1B-2	FZ-55GZ00DBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 16GB, Intel UHD, 512GB OPAL SSD, Intel '	EACH	$	2,909.67	13%	$ 2,531.41
1B-2	FZ-55G2601BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 16GB, Intel UHD, 512GB OPAL SSD, Intel '	EACH	$	2,909.67	13%	$ 2,531.41
1B-2	FZ-55JZ601BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,140.23	13%	$ 2,732.00
1B-2	FZ-55JZ00GBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,451.48	13%	$ 3,002.79
1B-2	FZ-55JZ00UBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,108.58	13%	$ 3,574.46
1B-2	FZ-55JZ00VBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,486.07	13%	$ 3,032.88
1B-2	FZ-55JA601BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB Intel	EACH	$	3,578.29	13%	$ 3,113.11
1B-2	FZ-55JV-41BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	5,577.65	13%	$ 4,852.56
1B-2	FZ-55JV-35BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GI	EACH	$	4,415.63	13%	$ 3,841.60
1B-2	FZ-55JV-36BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GI	EACH	$	5,383.98	13%	$ 4,684.06
1B-2	FZ-55JV-37BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GI	EACH	$	4,761.47	13%	$ 4,142.48
1B-2	FZ-55JV-38BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	5,266.39	13%	$ 4,581.76
1B-2	FZ-55JV-39BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	6,234.75	13%	$ 5,424.23
1B-2	FZ-55JV-40BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	5,612.23	13%	$ 4,882.64
1B-2	FZ-55JV-42BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	6,546.00	13%	$ 5,695.02
1B-2	FZ-55JV-43BM	PANASONIC	SEMI RUGGED TOUGHBOOK	BSKU, Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GI	EACH	$	5,923.49	13%	$ 5,153.44
1B-2	FZ-55JZ-1BBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), NO AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, I	EACH	$	4,093.31	13%	$ 3,561.18
1B-2	FZ-55JZ-0WBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,967.29	13%	$ 3,451.54
1B-2	FZ-55GV124BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 16GB, Intel UHD, 512GB OPAL SSD, Intel '	EACH	$	2,909.67	13%	$ 2,531.41
1B-2	FZ-55JV400BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,486.07	13%	$ 3,032.88
1B-2	FZ-55GV300BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" HD, 16GB, Intel UHD, 512GB OPAL SSD, Intel '	EACH	$	3,255.51	13%	$ 2,832.29
1B-2	FZ-55JV401BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,716.63	13%	$ 3,233.47
1B-2	FZ-55JV402BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,684.98	13%	$ 4,075.93
1B-2	FZ-55JV403BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,062.47	13%	$ 3,534.35
1B-2	FZ-55JV404BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,797.32	13%	$ 3,303.67
1B-2	FZ-55JV405BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	4,027.88	13%	$ 3,504.26
1B-2	FZ-55JV406BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,336.83	13%	$ 3,773.04
1B-2	FZ-55JV407BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,567.39	13%	$ 3,973.63
1B-2	FZ-55JV408BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,535.75	13%	$ 4,816.10
1B-2	FZ-55JV409BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,913.23	13%	$ 4,274.51
1B-2	FZ-55JV410BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,648.09	13%	$ 4,043.84
1B-2	FZ-55JV411BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	4,878.65	13%	$ 4,244.43
1B-2	FZ-55JV412BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,847.00	13%	$ 5,086.89
1B-2	FZ-55JV413BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB(16+1	EACH	$	5,224.49	13%	$ 4,545.31
1B-2	FZ-55JZ016BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel	EACH	$	3,370.79	13%	$ 2,932.59
1B-2	FZ-55JZ00KBM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel	EACH	$	3,990.99	13%	$ 3,472.16
1B-2	FZ-55GZ009BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" HD, 32GB, Intel UHD, 1TB OPAL SSD, Intel Wi-	EACH	$	4,071.69	13%	$ 3,542.37
1B-2	FZ-55JZ008BM	PANASONIC	SEMI RUGGED TOUGHBOOK	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel	EACH	$	4,302.25	13%	$ 3,742.96
1T-7	CP-R2105E1Y	PANASONIC	TOUGHBOOK ACCESSORY	1-YR NETCLOUD MOBILE PERFORMANCE 5G ROUTER ESSENTIALS PLAN, AND R2105 ROUTER WITH WIFI (5G N	EACH	$	2,399.99	11%	$ 2,135.99
1T-7	CP-R980TU5YLSP	PANASONIC	TOUGHBOOK ACCESSORY	CUSTOMER SPECIFIC - Lousiana State Police R980 with 4+1 year Trade Up Promo	EACH	$	2,607.00	11%	$ 2,320.23
1T-7	HA-40LVDA0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK 40 with	EACH	$	1,478.00	11%	$ 1,315.42
1T-7	HA-40LVDS4H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK 40 with (	EACH	$	2,003.00	11%	$ 1,782.67
1T-7	HA-40LVDA4H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK 40 with	EACH	$	1,743.00	11%	$ 1,551.27
1T-7	HA-40LVDS0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK 40 with I	EACH	$	1,738.00	11%	$ 1,546.82
1T-7	HA-UNKBM1001	PANASONIC	TOUGHBOOK ACCESSORY	Premium Package Rugged Keyboard With Mount (Includes Emergency Key) -ncludes Havis Rugged keyboard w	EACH	$	961.00	11%	$ 855.29
1B-5	HA-UNHDMCKD	PANASONIC	TOUGHBOOK ACCESSORY	Heavy-Duty Computer Monitor / Keyboard Mount And Motion Device - PKG,DEVMT,ACTADP,MNTRKYB,MNTR	EACH	$	532.00	11%	$ 473.48
1B-5	HA-55LVDLT0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2), Serial, LAN.	EACH	$	981.00	11%	$ 873.09
1B-5	HA-55LVDLT2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2) Serial, LAN, Dual RF.	EACH	$	1,175.00	11%	$ 1,045.75
1B-5	HA-55LVD0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2), Serial, LAN, HDMI, VGA	EACH	$	1,075.00	11%	$ 956.75
1B-5	HA-55LVD2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2) Serial, LAN, HDMI, VG	EACH	$	1,269.00	11%	$ 1,129.41
1B-5	HA-55LVC	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS CRADLE FOR PANASONIC'S TOUGHBOOK 54 AND 55 RUGGED LAPTOP	EACH	$	493.00	11%	$ 438.77
1B-5	HA-40LVC	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Cradle (no electronics) for Panasonic TOUGHBOOK 40.	EACH	$	668.00	11%	$ 594.52
1B-5	HA-40LVDS0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), Serial, Ethernet (2). Incl	EACH	$	1,213.00	11%	$ 1,079.57
1B-5	HA-40LVDS4	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), Serial, Ethernet (2), C	EACH	$	1,478.00	11%	$ 1,315.42
1B-5	HA-40LVDA0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), HDMI, Serial, Ethe	EACH	$	1,473.00	11%	$ 1,310.97
1B-5	HA-40LVDA4	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), HDMI, Serial, Et	EACH	$	1,738.00	11%	$ 1,546.82
1B-5	HA-G2LVDS0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK G2 2-in-1	EACH	$	1,519.00	11%	$ 1,351.91
1B-5	HA-55LVDA2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK 55 & 54	EACH	$	1,534.00	11%	$ 1,365.26
1B-5	HA-G2TVDA2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK G2 Tabl	EACH	$	1,197.00	11%	$ 1,065.33
1B-5	HA-33LVDA2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vechile Docking Station Power Bundle - Advanced Port Replication - for Laptop 2-in-1 Panasonic TOUGH	EACH	$	1,791.00	11%	$ 1,593.99
1B-5	HA-33LVDA0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vechile Docking Station Power Bundle - Advanced Port Replication - for Laptop 2-in-1 Panasonic TOUGH	EACH	$	1,686.00	11%	$ 1,500.54
1B-5	HA-55LVDS0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK 55 & 54	EACH	$	1,246.00	11%	$ 1,108.94
1B-5	HA-G2LVDA2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK G2 2-in-	EACH	$	1,757.00	11%	$ 1,563.73
1B-5	HA-33LVDS2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vechile Docking Station Power Bundle - Standard Port Replication - for Laptop 2-in-1 Panasonic TOUGHB	EACH	$	1,665.00	11%	$ 1,481.85
1B-5	HA-G2TVDS2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK G2 Table	EACH	$	1,143.00	11%	$ 1,017.27
1B-5	HA-G2LVDS2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK G2 2-in-1	EACH	$	1,636.00	11%	$ 1,456.04
1B-5	HA-55LVDS2H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK 55 & 54	EACH	$	1,440.00	11%	$ 1,281.60
1B-5	HA-G2TVDS0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Standard Port Replication - for Panasonic TOUGHBOOK G2 Table	EACH	$	916.00	11%	$ 815.24
1B-5	HA-55LVDA0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK 55 & 54	EACH	$	1,340.00	11%	$ 1,192.60
1B-5	HA-G2TVDA0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK G2 Tabl	EACH	$	970.00	11%	$ 863.30
1B-5	HA-G2LVDA0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vehicle Docking Station Power Bundle - Advanced Port Replication - for Panasonic TOUGHBOOK G2 2-in-	EACH	$	1,640.00	11%	$ 1,459.60
1B-5	HA-33LVDS0H	PANASONIC	TOUGHBOOK ACCESSORY	Havis Vechile Docking Station Power Bundle - Standard Port Replication - for Laptop 2-in-1 Panasonic TOUGHB	EACH	$	1,560.00	11%	$ 1,388.40
1B-5	HA-20LVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Docking Station for Panasonic TOUGHBOOK G2 2-in-1 and TOUGHBOOK 20 2-in-1 Docking Station with S	EACH	$	1,254.00	11%	$ 1,116.06
1B-5	HA-UNHDM403	PANASONIC	TOUGHBOOK ACCESSORY	Havis Heavy Duty Pole Mount Plate - Compatible with all TOUGHBOOKS	EACH	$	86.00	11%	$ 76.54
1B-5	HA-UNPM1001	PANASONIC	TOUGHBOOK ACCESSORY	Havis Universal Printer Mount -Compatible with all TOUGHBOOKS	EACH	$	174.00	11%	$ 154.86
1B-5	HA-UNPARM	PANASONIC	TOUGHBOOK ACCESSORY	Havis Arm rest Printer mount for Brother full page printer	EACH	$	549.00	11%	$ 488.61
1B-5	HA-UNBM209	PANASONIC	TOUGHBOOK ACCESSORY	Heavy-Duty Dual Ball Mount- COMPATIBLE WITH ALL TOUGHBOOK PRODUCTS	EACH	$	196.00	11%	$ 174.44
1B-5	HA-UNFAM118	PANASONIC	TOUGHBOOK ACCESSORY	Flex Arm Package Including Flex Arm And Mount For Universal Seat Bolt Mounting	EACH	$	400.00	11%	$ 356.00
1B-5	HA-20LDS2	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS DOCKING STATION WITH DUAL PASS-THROUGH ANTENNA FOR PANASONIC'S TOUGHBOOK CF-20 and I	EACH	$	1,492.00	11%	$ 1,327.88
1B-5	HA-33LVDLT0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. USB-A (6), Serial, LAN (2). Feat	EACH	$	1,295.00	11%	$ 1,152.55
1B-5	HA-33LVDLT2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB (6), Serial, LAN (2), Dual	EACH	$	1,400.00	11%	$ 1,246.00
1B-5	HA-33LDS0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. USB (6), Serial, LAN (2), H	EACH	$	1,421.00	11%	$ 1,264.69
1B-5	HA-33LDS2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB (6), Serial, LAN (2),	EACH	$	1,526.00	11%	$ 1,358.14
1B-5	HA-33LVC	PANASONIC	TOUGHBOOK ACCESSORY	Havis Laptop 2-in-1 Vehicle Cradle for Panasonic TOUGHBOOK 33. Requires Premium Keyboard (sold separate	EACH	$	785.00	11%	$ 698.65
1B-5	HA-UNVFPI23	PANASONIC	TOUGHBOOK ACCESSORY	Havis VSX Console for Ford Police Interceptor 2020-2023 for all Toughbook	EACH	$	1,220.00	11%	$ 1,085.80
1B-5	HA-UNTSAA	PANASONIC	TOUGHBOOK ACCESSORY	Havis tilt/swivel action adapter for all Toughbook	EACH	$	391.00	11%	$ 347.99
1B-5	HA-UNMC	PANASONIC	TOUGHBOOK ACCESSORY	Havis microphone clip for Havis consoles for all Toughbook	EACH	$	18.00	11%	$ 16.02
1B-5	HA-UNARM	PANASONIC	TOUGHBOOK ACCESSORY	Havis internally mounted arm rest, flip with large pad for all Toughbook	EACH	$	370.00	11%	$ 329.30
1T-7	HA-UNEB4	PANASONIC	TOUGHBOOK ACCESSORY	Havis 4" equipment bracket for Sound Off for all Toughbook	EACH	$	40.00	11%	$ 35.60
1B-5	HA-UNEBM	PANASONIC	TOUGHBOOK ACCESSORY	Havis 2.5" equipment bracket for Motorola XTL for all Toughbook	EACH	$	35.00	11%	$ 31.15
1B-5	HA-UNDCH	PANASONIC	TOUGHBOOK ACCESSORY	Havis dual cup holder for VSX console for all Toughbook	EACH	$	70.00	11%	$ 62.30
1B-5	HA-UNFP2	PANASONIC	TOUGHBOOK ACCESSORY	Havis 2" filler plate for all Toughbook	EACH	$	15.00	11%	$ 13.35
1B-5	HA-G1TDS2A	PANASONIC	TOUGHBOOK ACCESSORY	Havis Toughbook Certified docking station for Panasonic Toughbook FZ-G1 AND FZ-G2 Tablets with Dual pass-t	EACH	$	932.00	11%	$ 829.48
1B-5	HA-G1TVC	PANASONIC	TOUGHBOOK ACCESSORY	Havis Toughbook Certified docking station cradle (no electronics) for Panasonic Toughbook FZ-G2 Tablets	EACH	$	350.00	11%	$ 311.50
1B-5	HA-55LSSL	PANASONIC	TOUGHBOOK ACCESSORY	Havis Laptop Screen Support CF-54/FZ-55 Series Docking Stations (left hand side)	EACH	$	99.00	11%	$ 88.11
1B-5	HA-G1TDS0	PANASONIC	TOUGHBOOK ACCESSORY	Docking Station for Panasonic TOUGHBOOK G1 AND G2 Tablets serial: DB9 (9-Pin) connection (1), VGA: (1), US	EACH	$	705.00	11%	$ 627.45
1B-5	HA-54MPB	PANASONIC	TOUGHBOOK ACCESSORY	Havis Multipurpose Bracket secures power supplies to Havis Docking Stations or Cradles. Compatible with all T	EACH	$	47.00	11%	$ 41.83
1B-5	HA-20LDS0	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS DOCKING STATION FOR PANASONIC'S TOUGHBOOK CF-20 RUGGED LAPTOP	EACH	$	1,375.00	11%	$ 1,223.75
1B-5	HA-20LVC	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS CRADLE FOR PANASONIC'S TOUGHBOOK CF-20 RUGGED LAPTOP	EACH	$	695.00	11%	$ 618.55
1B-5	HA-55LVCL	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS CRADLE FOR PANASONIC'S TOUGHBOOK 54 AND 55 RUGGED LAPTOP WITH LIND POWER SUPPLY	EACH	$	1,047.00	11%	$ 931.83
1B-5	CF-H-C-KBM-201	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS RUGGED KEYBOARD MOUNT FOR CF-33	EACH	$	147.00	11%	$ 130.83
1B-5	HA-20LSS	PANASONIC	TOUGHBOOK ACCESSORY	Havis screen stiffener for use with Havis laptop 2-in-1 vehicle docks for CF-20.	EACH	$	99.00	11%	$ 88.11
1B-5	C-HDM-208	PANASONIC	TOUGHBOOK ACCESSORY	Havis Heavy Duty 5.5" Telescoping Pole with adjustable height (5.5" - 8.5"). Precision Machined Solid Billet Alu	EACH	$	164.00	11%	$ 145.96
1B-5	HA-G2TVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Docking Station for Panasonic TOUGHBOOK G2 Tablet Docking Station with Standard Port Replication (L	EACH	$	651.00	11%	$ 579.39
1B-5	HA-20LVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Docking Station for Panasonic TOUGHBOOK G2 2-in-1 and TOUGHBOOK 20 2-in-1 Docking Station with S	EACH	$	1,371.00	11%	$ 1,220.19
1B-5	HA-G2TVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Docking Station for Panasonic TOUGHBOOK G2 Tablet Docking Station with Standard Port (LITE) Replica	EACH	$	878.00	11%	$ 781.42
1B-5	HA-UNTSD12H	PANASONIC	TOUGHBOOK ACCESSORY	12.5" CAPACITIVE TOUCH SCREEN DISPLAY WITH INTEGRATED HUB	EACH	$	1,825.00	11%	$ 1,624.25
1B-5	FZ-VBRG231MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-Installed Barcode xPAK for FZ-G2 Mk3 Top Expansion Area	EACH	$	719.98	11%	$ 640.78
1B-5	CP-UN5GMUPG	PANASONIC	TOUGHBOOK ACCESSORY	5G MODEM (REQUIRES 4FF SIM) UPGRADE FOR R1900+RX30-MC, R920+RX20-MC, OR IBR1700 MOBILE ROUT	EACH	$	999.99	11%	$ 889.99

1B-5	CP-I170012M1Y	PANASONIC	TOUGHBOOK ACCESSORY	IBR1700 ROUTER WITH WIFI (1200MBPS MODEM), NO AC POWER SUPPLY OR ANTENNAS, NORTH AMERICA	EACH	$	1,475.00	11%	$ 1,312.75
1B-5	CP-I1712NCA1Y	PANASONIC	TOUGHBOOK ACCESSORY	1-YR NETCLOUD MOBILE ESSENTIALS PLAN, ADVANCED PLAN, AND IBR1700 ROUTER WITH WIFI (1200MBPS M	EACH	$	1,615.00	11%	$ 1,437.35
1B-5	CP-I1712NCEA3Y	PANASONIC	TOUGHBOOK ACCESSORY	3-YR NETCLOUD MOBILE ESSENTIALS PLAN, ADVANCED PLAN, AND IBR1700 ROUTER WITH WIFI (1200MBPS M	EACH	$	2,325.00	11%	$ 2,069.25
1B-5	CP-1712NCEA5Y	PANASONIC	TOUGHBOOK ACCESSORY	5-YR NETCLOUD MOBILE ESSENTIALS PLAN, ADVANCED PLAN, AND IBR1700 ROUTER WITH WIFI (1200MBPS M	EACH	$	3,029.00	11%	$ 2,695.81
1B-5	CP-I170012M3Y	PANASONIC	TOUGHBOOK ACCESSORY	3-YR NETCLOUD MOBILE ESSENTIALS PLAN AND IBR1700 ROUTER WITH WIFI (1200MBPS MODEM), NO AC PO	EACH	$	1,899.00	11%	$ 1,690.11
1B-5	CP-I170012M5Y	PANASONIC	TOUGHBOOK ACCESSORY	5-YR NETCLOUD MOBILE ESSENTIALS PLAN AND IBR1700 ROUTER WITH WIFI (1200MBPS MODEM), NO AC PO	EACH	$	2,325.00	11%	$ 2,069.25
1B-5	BR-862D1YCP	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet PJ862 Printer kit, USB Cable Type A to Type C 6ft, 12V Car Adapter with Cig Plug 10 ft Warranty 2 ye	EACH	$	642.00	11%	$ 571.38
1B-5	BR-822D1YCP	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet PJ822 Printer kit, USB Cable Type A to Type C 6ft, 12V Car Adapter with Cig Plug 10 ft - Warranty 2 y	EACH	$	583.00	11%	$ 518.87
1B-5	CF-LNDDC120	PANASONIC	TOUGHBOOK ACCESSORY	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2, FZ-40, CF-54, FZ-55, CF-20,	EACH	$	175.00	11%	$ 155.75
1B-5	CF-LNDDC80I	PANASONIC	TOUGHBOOK ACCESSORY	LIND 80 WATT ISOLATED DC ADAPTER FOR FORKLIFTS WITH 20-60 VDC INPUT HARDWIRED INSTALLATIONS (E	EACH	$	389.00	11%	$ 346.21
1B-5	CF-LNDLPT	PANASONIC	TOUGHBOOK ACCESSORY	Lind Low Profile Shutdown Timer to Protect Vehicle Battery From Over Discharge for all Toughbook. Turns	EACH	$	99.00	11%	$ 88.11
1B-5	CF-LNDDC80	PANASONIC	TOUGHBOOK ACCESSORY	LIND 80 WATT 12-32 VOLT INPUT CAR ADAPTER FOR PANASONIC COMPATIBLE WITH TOUGHBOOK FZ-G1, FZ-	EACH	$	150.00	11%	$ 133.50
1B-5	CF-LNDBRK120	PANASONIC	TOUGHBOOK ACCESSORY	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332)	EACH	$	17.00	11%	$ 15.13
1B-5	CF-LNDDC120HW	PANASONIC	TOUGHBOOK ACCESSORY	Lind 120 Watt 12-32 Volt Input Car Adapter for ToughBooks for Hardwired Installations (bare wire)	EACH	$	175.00	11%	$ 155.75
1B-5	CF-LNDMLDC90	PANASONIC	TOUGHBOOK ACCESSORY	Lind 90-watt 12-32 Volt Input Mil-Spec DC/DC Adapter for Toughbook. Meets MIL-STD-461E, MIL-STD-1275D,	EACH	$	605.00	11%	$ 538.45
1B-5	LI-UNDC90BW	PANASONIC	TOUGHBOOK ACCESSORY	DC ADAPTER 12-32VDC 36" OUTPUT CABLE - BARE WIRE INPUT 90 WATT FZ-A3, CF-20, CF-31, CF-33	EACH	$	165.00	11%	$ 146.85
1B-5	LI-UNDC30W	PANASONIC	TOUGHBOOK ACCESSORY	LIND POWER ADAPTER: 12-16VDC INPUT,16V/2A OUT, 32 WATT, DC BARREL CONNECTOR FOR FZ-N1	EACH	$	105.00	11%	$ 93.45
1B-5	LI-N1DC30HW	PANASONIC	TOUGHBOOK ACCESSORY	11-16VDC INPUT, DC ADAPTER N1 BARE WIRE FUSED INPUT, HARDWIRED CABLES	EACH	$	105.00	11%	$ 93.45
1B-5	AI-UN7N1RTRB	PANASONIC	TOUGHBOOK ACCESSORY	AIRGAIN - 5G ANTENNA - RECON13 7in1 antenna with 4 Cell/5G, 2 WiFi, 1 GNSS with 1 foot pigtail Color: Blac	EACH	$	315.71	11%	$ 280.98
1B-5	AI-7N1CABLE19F	PANASONIC	TOUGHBOOK ACCESSORY	AIRGAIN - RECON13 Cabling Harness - 4 Cell/5G, 2 Wi-Fi, 1 GNSS. 19 feet with SMA on Cell & GNSS. RP SMA o	EACH	$	306.90	11%	$ 273.14
1B-5	AI-UN7N1RTRW	PANASONIC	TOUGHBOOK ACCESSORY	AIRGAIN- 5G ANTENNA -RECON13 7in1 antenna with 4 Cell/5G, 2 WiFi, 1 GNSS with 1 foot pigtail. Color: Whit	EACH	$	315.71	11%	$ 280.98
1T-7	GJ-UN9MONM	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson MONGOOSE XLE 9 INCH Mounting hardware - compatible with all TOUGHBOOKS	EACH	$	608.00	11%	$ 541.12
1B-5	GJ-UNMOTAA	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson motion attachment adapters compatible with all TOUGHBOOKS	EACH	$	50.00	11%	$ 44.50
1T-8	GJ-UNFLATSM	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Flat Surface Mount - The flat surface mount is designed specifically for the Linde H70/80D ca	EACH	$	111.00	11%	$ 98.79
1T-7	GJ-UNLINDMT	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lind Power Supply Mount - compatible with all TOUGHBOOKS	EACH	$	64.00	11%	$ 56.96
1T-7	GJ-40SSLVD	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Trimline FZ-40 docking station screen suppport compatible with the FZ-40 Docking station.	EACH	$	124.00	11%	$ 110.36
1T-5	GJ-UN12MONM	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Mongoose 12? XLE Motion Attachment - compatible with all TOUGHBOOKS	EACH	$	812.00	11%	$ 722.68
1B-5	FZ-V2S401T2MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 1TB NVMe SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. Panasonic (PS	EACH	$	764.79	11%	$ 680.66
1T-7	FZ-VCN404W	PANASONIC	TOUGHBOOK ACCESSORY	Rugged Fischer LAN xPAK with Soft Cap for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	935.49	11%	$ 832.59
1B-5	FZ-VEW553WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 5G EM9190 (sub6+C) xPAK for FZ-55 Mk3 Left Expansion Area. Includes 4FF SIM slot. Supports 4	EACH	$	814.30	11%	$ 724.73
1B-5	CP-UNR1900TXEP6	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless - Trade Up-6-yr NetCloud Mobile Performance Essentials Plan, Advanced Plan, an	EACH	$	3,999.00	11%	$ 3,559.11
1T-7	TA-ANT4N1SMA	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - 4-in-1 SHARKFIN ANTENNA 4-in-1 (2 LTE, 1 Wi-Fi, 1 GPS) CA	EACH	$	445.04	11%	$ 396.09
1T-7	LI-IPCNATO72	PANASONIC	TOUGHBOOK ACCESSORY	Input Power Cable with NATO plug, 72-inches in length, snap-in connector attaches to Lind power adapters	EACH	$	137.81	11%	$ 122.65
1B-5	TA-UNMMSHK	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - Magnetic Mount Solution for Trials and Drive-Testing - Com	EACH	$	81.86	11%	$ 72.86
1T-10	TA-ANT2N1TNC	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - 2-in-1 SHARKFIN ANTENNA 1 GPS (GPS/GNSS) + 1 LTE (4G/5	EACH	$	221.72	11%	$ 197.33
1T-10	TA-UNMMSDSK	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - Magnetic Mount Solution for Dual Sharkee (PN: TA-ANT7N1	EACH	$	119.31	11%	$ 106.19
1T-10	TA-UNRRMDSK	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - Ribbed Roof mounting kit for Dual Sharkee (PN:TA-ANT7N1	EACH	$	41.90	11%	$ 37.29
1T-7	TA-ANT2N1SMA	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - 2-in-1 SHARKFIN ANTENNA 1 GPS (GPS/GNSS) + 1 LTE (4G/5	EACH	$	200.72	11%	$ 178.64
1T-10	TA-UNMAKDSK	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - Dual Sharkee® (PN: TA-ANT7N1RTR) mounting adaptor kit fo	EACH	$	41.90	11%	$ 37.29
1T-10	TA-ANT3N1TNC	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama - 3-in-1 SHARKFIN ANTENNA 3-in-1 (2 LTE, 1 GPS) TNC CABLE	EACH	$	379.85	11%	$ 338.07
1T-10	TA-ANT7N1RTR	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHBOOK ANTENNAS powered by Panorama 7-in-1 (4 LTE, 2 WIFI, 1 GPS) CABLES 5m Black - Recommend	EACH	$	581.71	11%	$ 517.72
1T-10	HA-33TVDS0P	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2). Includes Havis P	EACH	$	1,391.00	11%	$ 1,237.99
1T-10	HA-33TVDS2P	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Tablet Vehicle Dock (dual pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), Dual RF. Inclu	EACH	$	1,599.00	11%	$ 1,423.11
1T-10	HA-33TVDA0P	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VG	EACH	$	1,497.00	11%	$ 1,332.33
1T-10	HA-33TVDA2P	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Tablet Vehicle Dock (dual pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, V	EACH	$	1,599.00	11%	$ 1,423.11
1T-10	CF-H-LPS-114	PANASONIC	TOUGHBOOK ACCESSORY	"Havis Bundled Kit includes Lind 90 Watt power supply, Mounting Hardware, Lighter Plug and Panasonic 3' strai	EACH	$	261.00	11%	$ 232.29
1T-10	BR-PJ883C90D12V	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ883 Printer Kit, USB cable Type A to Type C (90 deg down) 6ft, 12 V car adapter 14 ft wired for al	EACH	$	846.00	11%	$ 752.94
1T-10	BR-PJ863PPD5Y	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet PJ863L Printer Kit (includes battery), Warranty: Original 2-yr Premiere Service + 3 yrs for 5 yrs total,	EACH	$	1,165.00	11%	$ 1,036.85
1T-10	BR-PJ863D3Y14W	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ863 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter (bare wire) 14 ft with 3 year warranty	EACH	$	778.00	11%	$ 692.42
1T-7	BR-PJ822D1Y14W	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ822 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	EACH	$	593.00	11%	$ 527.77
1T-7	BR-PJ823D2Y14W	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	EACH	$	686.00	11%	$ 610.54
1T-7	BR-PJ862D1Y14W	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ862 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	EACH	$	652.00	11%	$ 580.28
1T-10	BR-PJ863D1Y14W	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ863 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	EACH	$	745.00	11%	$ 663.05
1T-10	BR-PJ823S1Y14W	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 4 ft and 10 ft, AC adapter 15V/4.0A, 6PK roll thermal paper,	EACH	$	841.00	11%	$ 748.49
1T-10	BR-RJ425BL	PANASONIC	TOUGHBOOK ACCESSORY	RuggedJet RJ4250WBL Printer Kit, USB 6 ft MiniB to A, 12V car cig adaptter plug 10ft, 90 deg male MiniB to fe	EACH	$	1,270.00	11%	$ 1,130.30
1T-10	BR-PJ883D2Y12V	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ883 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft -2 YEAR WARRANTY	EACH	$	799.00	11%	$ 711.11
1T-7	IN-UNDLXBKP	PANASONIC	TOUGHBOOK ACCESSORY	Infocase TOUGHMATE Deluxe Backpack MOLLE - Comptabile with All TOUGHBOOK Models (TAA Compliant)	EACH	$	159.00	11%	$ 141.51
1T-7	IN-UNCOMFSS	PANASONIC	TOUGHBOOK ACCESSORY	Infocase Toughmate Comfort Shoulder Strap Compatible with FZ-40, FZ-G2, and CF-33 (TAA Compliant)	EACH	$	49.00	11%	$ 43.61
1T-7	GJ-UNSBPK	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Sterling Bullet Pedestal Kit - 2002-2018 and 2019-2020 (Classic Body Style) RAM 1500, 2002-	EACH	$	1,074.00	11%	$ 955.86
1T-7	HA-UNPEDMPK185	PANASONIC	TOUGHBOOK ACCESSORY	Havis - Standard Pedestal Mount Package for 2018-2025 Ford Expedition, 2015-2025 Ford F150, 2017-2015 Fo	EACH	$	588.00	11%	$ 523.32
1T-7	HA-UNKB1003	PANASONIC	TOUGHBOOK ACCESSORY	Havis Rugged Chiclet Style Keyboard with Emergency Key - Red Backlit Keys IP67 for all Toughbook	EACH	$	569.00	11%	$ 506.41
1T-7	HA-UNKBM1002	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Package - USB Keyboard with Mount (No Emergeny Key) for all Toughbook	EACH	$	905.00	11%	$ 805.45
1T-7	HA-UNKBM1003	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Package - Rugged Keyboard with Mount and Key for all Toughbook	EACH	$	905.00	11%	$ 805.45
1T-7	HA-UNKB1002	PANASONIC	TOUGHBOOK ACCESSORY	Havis Rugged Silicon Keyboard without Emergency Key - Red Backlit Key IP65 for all Toughbook	EACH	$	569.00	11%	$ 506.41
1T-7	HA-UNKB1001	PANASONIC	TOUGHBOOK ACCESSORY	Havis Rugged Silicon Keyboard with Emergency Key - Red Backlit Key IP65 for all Toughbook	EACH	$	569.00	11%	$ 506.41
1T-7	HA-UNKB2002	PANASONIC	TOUGHBOOK ACCESSORY	Havis Package - USB Keyboard with Mount (No Emergency Key) for all Toughbook	EACH	$	711.00	11%	$ 632.79
1T-7	HA-UNKB2003	PANASONIC	TOUGHBOOK ACCESSORY	Havis Package - Chiclet Keyboard with Mount for all Toughbook	EACH	$	711.00	11%	$ 632.79
1T-7	CP-R2155E1Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	2,199.99	11%	$ 1,957.99
1T-7	CP-R2155E3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	2,689.99	11%	$ 2,394.09
1T-7	CP-R2155E5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	3,179.99	11%	$ 2,830.19
1T-7	CP-R9801YEA	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Router Essentials Plan, Advanced Pl	EACH	$	1,191.00	11%	$ 1,059.99
1T-7	CP-R9805YE	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Router Essentials Plan, and R980 Rc	EACH	$	1,902.00	11%	$ 1,692.78
1T-7	CP-R980F1YEA	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr TAA Compliant NC Mobile Router Essentials Plan, Adv	EACH	$	1,389.00	11%	$ 1,236.21
1T-7	CP-R9803YEA	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Router Essentials Plan, Advanced Pl	EACH	$	1,899.00	11%	$ 1,690.11
1T-7	CP-R980F3YEA	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr TAA Compliant NC Mobile Router Essentials Plan, Adv	EACH	$	2,178.00	11%	$ 1,938.42
1T-7	CP-R980F5YEA	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr TAA Compliant NC Mobile Router Essentials Plan, Adv	EACH	$	2,967.00	11%	$ 2,640.63
1T-7	CP-R9801YE	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Router Essentials Plan, and R980 Rc	EACH	$	1,050.00	11%	$ 934.50
1T-7	CP-R9803YE	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Router Essentials Plan, and R980 Rc	EACH	$	1,476.00	11%	$ 1,313.64
1T-7	CP-R9805YEA	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Router Essentials Plan, Advanced Pl	EACH	$	2,607.00	11%	$ 2,320.23
1T-7	CP-R2105E3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified - 3-yr NetCloud Mobile Performance 5G Router Essentials	EACH	$	2,889.99	11%	$ 2,572.09
1T-7	CP-R2105E5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	3,379.99	11%	$ 3,008.19
1T-7	CP-R920EA1Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Essentials Plan, Advanced Plan, and	EACH	$	1,167.00	11%	$ 1,038.63
1T-7	CP-R920EA3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Essentials Plan, Advanced Plan, and	EACH	$	1,745.00	11%	$ 1,553.05
1T-7	CP-R920EA5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Essentials Plan, Advanced Plan, and	EACH	$	2,335.00	11%	$ 2,078.15
1T-7	CP-R920E1Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Essentials Plan and R920 router wit	EACH	$	1,025.00	11%	$ 912.25
1T-7	CP-R920E3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Essentials Plan and R920 router wit	EACH	$	1,320.00	11%	$ 1,174.80
1T-7	CP-R920E5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Essentials Plan and R920 router wit	EACH	$	1,627.00	11%	$ 1,448.03
1T-7	CP-R2105EA1Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	2,599.99	11%	$ 2,313.99
1T-7	CP-R2105EA3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	3,489.99	11%	$ 3,106.09
1T-7	CP-R2105EA5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Performance 5G Router Essentials F	EACH	$	4,379.99	11%	$ 3,898.19
1T-7	CP-UNR1900E1Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Performance Essentials Plan and R1	EACH	$	1,999.00	11%	$ 1,779.11
1T-7	CP-UNR1900E3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Performance Essentials Plan and R1	EACH	$	2,499.00	11%	$ 2,224.11
1T-7	CP-UNR1900E5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Performance Essentials Plan and R1	EACH	$	2,999.00	11%	$ 2,669.11
1T-7	CP-UNR1900EA1Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 1-yr NetCloud Mobile Performance Essentials Plan, Advan	EACH	$	2,199.00	11%	$ 1,957.11
1T-7	CP-UNR1900EA3Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 3-yr NetCloud Mobile Performance Essentials Plan, Advan	EACH	$	3,099.00	11%	$ 2,758.11
1T-7	CP-UNR1900EA5Y	PANASONIC	TOUGHBOOK ACCESSORY	Ericsson Enterprise Wireless -TOUGHBOOK Certified 5-yr NetCloud Mobile Performance Essentials Plan, Advan	EACH	$	3,999.00	11%	$ 3,559.11
1T-7	GJ-UNRTCM	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER JOHNSON - RIVETED TALL CLEVIS W/ ANCHOR PLATE ASSEMBLY - COMPATIBLE WITH ALL TOUGHBO	EACH	$	124.00	11%	$ 110.36
1T-7	HA-33TVDS0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2). Features two fra	EACH	$	1,109.00	11%	$ 987.01
1T-7	HA-33TVDS2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Lite Tablet Vehicle Dock (dual pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), Dual RF. Featu	EACH	$	1,211.00	11%	$ 1,077.79
1T-7	HA-33TVC	PANASONIC	TOUGHBOOK ACCESSORY	Havis Tablet Vehicle Cradle (no electronics) for the CF-33 and CF-33 with 5G. Not compatible when tablet is e	EACH	$	583.00	11%	$ 518.87
1T-7	HA-33TVDA0	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VG	EACH	$	1,215.00	11%	$ 1,081.35
1T-7	HA-33TVDA2	PANASONIC	TOUGHBOOK ACCESSORY	Havis Premium Tablet Vehicle Dock (dual pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, V	EACH	$	1,317.00	11%	$ 1,172.13
1T-7	CF-VSDR331T3	PANASONIC	TOUGHBOOK ACCESSORY	1TB Quick-release OPAL SSD Spare for CF-33 Mk2, Mk3, Mk4. Includes Insertable Smartcard. Only compatible	EACH	$	973.12	11%	$ 866.08
1T-7	FZ-VKB55105U	PANASONIC	TOUGHBOOK ACCESSORY	Spanish Emissive Backlit Keyboard for FZ-55 Mk1, Mk2, Mk3 and FZ-40 Mk1 and Mk2	EACH	$	188.64	11%	$ 167.89
1T-7	AI-2CLSFBL	PANASONIC	TOUGHBOOK ACCESSORY	2-IN-1 SINGLE CELL LTE GNSS SHARK FIN IP67 BLACK FOR CF-54, FZ-55,CF-33, CF-20, FZ-G1.(MINIMUM ORDEF	EACH	$	218.26	11%	$ 194.25
1T-7	AI-2CLSFWH	PANASONIC	TOUGHBOOK ACCESSORY	2-IN-1 SINGLE CELL LTE GNSS SHARK FIN IP67 WHITE FOR CF-54, FZ-55,CF-33, CF-20, FZ-G1.(MINIMUM ORDE	EACH	$	218.26	11%	$ 194.25
1T-7	FZ-VKB55107U	PANASONIC	TOUGHBOOK ACCESSORY	Replacement Emissive Backlit Keyboard (US) for FZ-55 Mk1, Mk2, Mk3, FZ-40 Mk1, Mk2	EACH	$	167.68	11%	$ 149.24
1T-7	7170-0142	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Kit, Chevrolet Silverado/Tahoe/Suburban, Pedestal (2007-13). Includes: Veh Base, 9" Lower F	EACH	$	989.00	11%	$ 880.21
1T-7	7170-0148	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Kit, Ford Utility Police Interceptor Pedestal (2012-13). Includes: Veh Base,9 "Description Low	EACH	$	1,005.00	11%	$ 894.45
1T-7	7170-0135	PANASONIC	TOUGHBOOK ACCESSORY	"Gamber-Johnson Kit, Ford F150, Pedestal (2004-13). Includes: Veh Base, 9"" Lower Pole, 7"" Upper Center Po	EACH	$	965.00	11%	$ 858.85
1T-7	7160-0857	PANASONIC	TOUGHBOOK ACCESSORY	LOW PROFILE QUICK RELEASE KEYBOARD TRAY, for all Toughbook	EACH	$	227.00	11%	$ 202.03
1T-7	GJ-UNAOGB	PANASONIC	TOUGHBOOK ACCESSORY	ADJUSTABLE OVERHEAD GUARD BAR MOUNT - TALL FOR ALL TOUGHBOOK	EACH	$	272.00	11%	$ 242.08
1T-7	GJ-UNLMLS	PANASONIC	TOUGHBOOK ACCESSORY	GUARD LEG MOUNT W/ LOCKING SWING ARM MOUNT FOR ALL TOUGHBOOK	EACH	$	302.00	11%	$ 268.78
1T-7	GJ-UNTKM	PANASONIC	TOUGHBOOK ACCESSORY	TABLET KEYBOARD MOUNT FOR CF-33 AND FZ-G2	EACH	$	246.00	11%	$ 218.94
1T-7	GJ-UNBUNEPK	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson - Bundle Kit - 2015+ Ford F-150 Aluminum Body, 2017+ F-250-550 Aluminum Body, 2018+ Ex	EACH	$	1,190.00	11%	$ 1,059.10
1T-7	GJ-33TVD0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Tablet Vehicle Dock (no pass) for the CF-33 tablet only. USB (6), Serial, LAN (2), HD	EACH	$	1,682.00	11%	$ 1,496.98
1T-8	GJ-33TVD2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. USB (6), Serial, LAN (2), H	EACH	$	1,822.00	11%	$ 1,621.58
1T-7	GJ-33-TVD2-L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. USB (6), Serial, LAN (2), Dual RI	EACH	$	1,675.00	11%	$ 1,490.75
1T-7	GJ-33TVDF0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Tablet Vehicle Dock (no pass) for the CF-33 tablet only. Includes LIND power supply	EACH	$	1,865.00	11%	$ 1,659.85
1T-7	GJ-33TVDF2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. Includes LIND power supp	EACH	$	2,005.00	11%	$ 1,784.45
1T-7	GJ-33-TVD0-L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Tablet Vehicle Dock (no pass) for the CF-33 tablet only. USB (6), Serial, LAN (2). Features	EACH	$	1,534.00	11%	$ 1,365.26

1T-8	GJ-33-TVC	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Tablet Vehicle Cradle (no electronics) for the CF-33 tablet only. Release Lever, Lock (Keyed al	EACH	$	809.00	11%	$ 720.01
1T-7	GJ-20LVDL2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK G2 and 20 . Includes	EACH	$	1,980.00	11%	$ 1,762.20
1T-7	GJ-20LVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 20 & FZ-G2. USB-A (2	EACH	$	1,843.00	11%	$ 1,640.27
1B-5	GJ-20LVD2L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON LAPTOP 2 IN 1 VEHICLE DOCK (DUAL PASS) FOR THE PANASONIC CF-20 & FZ-G2 WITH LIN	EACH	$	2,026.00	11%	$ 1,803.14
1T-7	GJ-20LVD2V2	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON LAPTOP VEHICLE DOCK (DUAL PASS) FOR THE PANASONIC CF-20 & FZ-G2 USB 3.0 (2), SER	EACH	$	1,889.00	11%	$ 1,681.21
1T-7	GJ-G2TVD0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson KIT for FZ-G1 and FZ-G2 Docking Station, No RF, VESA Hole Pattern with LIND 11-16V Auto P	EACH	$	1,023.00	11%	$ 910.47
1B-5	GJ-G2TVD2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson KIT for FZ-G1 and FZ-G2 Docking Station, Dual RF, VESA Hole Pattern with LIND 11-16V Auto	EACH	$	1,321.00	11%	$ 1,175.69
1B-5	7160-0250	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson NotePad(TM) V Universal Computer Cradle. Fits most computers. Widths 10.6" - 16.5", Dept	EACH	$	557.00	11%	$ 495.73
1B-5	GJ-33LVDLT2P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. Includes LIND pow	EACH	$	2,143.00	11%	$ 1,907.27
1T-8	GJ-G2TVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Tablet Vehicle Dock (Dual Pass-TNC) for the Panasonic Toughpad FZ-G1 tablet computer with	EACH	$	1,163.00	11%	$ 1,035.07
1T-7	7160-0490-00	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Vehicle CRADLE for the Panasonic FZ-G1 and FZ-G2 tablet computer. No electronics, Keyed A	EACH	$	416.00	11%	$ 370.24
1B-5	7160-0487-00-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Vehicle Docking Station for the Panasonic FZ-G1 and FZ-G2 tablet computer. No RF, Keyed Al	EACH	$	886.00	11%	$ 788.54
1B-5	7160-0487-02-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Vehicle Docking Station for the Panasonic FZ-G1 and FZ-G2 tablet computer. DUAL RF, Keyed	EACH	$	1,184.00	11%	$ 1,053.76
1B-5	7160-0578-00	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson vehicle cradle for Panasonic Toughbook FZ-55, CF-54 (no electronics)	EACH	$	578.00	11%	$ 514.42
1B-5	GJ-33LVDLT0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. USB (6), Serial, LAN	EACH	$	1,823.00	11%	$ 1,622.47
1T-8	GJ-33-LVD0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. USB-A (6), Ser	EACH	$	1,870.00	11%	$ 1,664.30
1B-5	GJ-33-LVD2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB-A (6), Se	EACH	$	2,007.00	11%	$ 1,786.23
1B-5	GJ-33LVDLT2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB-A (6), Serial, I	EACH	$	1,960.00	11%	$ 1,744.40
1T-8	GJ-33LVDLT0P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. Includes LIND powe	EACH	$	2,006.00	11%	$ 1,785.34
1B-5	7170-0251-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND power	EACH	$	1,861.00	11%	$ 1,656.29
1B-5	GJ-20LVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 20. Includes LIND pow	EACH	$	1,824.00	11%	$ 1,623.36
1B-5	7170-0250-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND power s	EACH	$	1,603.00	11%	$ 1,426.67
1T-8	GJ-20LVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 20. USB-A (2), Serial, LA	EACH	$	1,687.00	11%	$ 1,501.43
1B-5	7160-0577-02-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2) Serial, LAN	EACH	$	1,678.00	11%	$ 1,493.42
1B-5	7160-0577-00-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2), Serial, LAN,	EACH	$	1,420.00	11%	$ 1,263.80
1B-5	GJ-55LVDLT0P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND power supply	EACH	$	1,570.00	11%	$ 1,397.30
1T-8	GJ-55LVDLT2P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND power supp	EACH	$	1,828.00	11%	$ 1,626.92
1T-8	GJ-20LVD0L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON LAPTOP 2 IN 1 VEHICLE DOCK (NO PASS) FOR THE PANASONIC CF-20 WITH LIND POWER S	EACH	$	1,871.00	11%	$ 1,665.19
1T-8	GJ-G2TVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson KIT: Panasonic Toughbook G1/G2 Docking Station with LITE Port Replication, No RF, VESA Ho	EACH	$	1,001.00	11%	$ 890.89
1T-8	GJ-G2TVDL2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson KIT: Panasonic Toughbook G1/G2 Docking Station with LITE Port Replication, Dual RF, VESA H	EACH	$	1,300.00	11%	$ 1,157.00
1T-8	7160-0006	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Armrest Printer Mount for Pentax Mobile Printers for all Toughbook.	EACH	$	585.00	11%	$ 520.65
1T-8	7160-0454	PANASONIC	TOUGHBOOK ACCESSORY	Universal Adapter - Use to attach a Gamber-Johnson Docking Station for all Toughbook computer to any Motic	EACH	$	86.00	11%	$ 76.54
1T-8	7160-0250-01	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson NotePad V Universal Computer Cradle by w/Tall clips for Rugged Computers, for all Toughbo	EACH	$	557.00	11%	$ 495.73
1T-8	7160-0251-01	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson NotePad V Screen Support for Rugged Computers, for all Toughbook	EACH	$	93.00	11%	$ 82.77
1T-8	7160-0846	PANASONIC	TOUGHBOOK ACCESSORY	CONSOLE INTERNAL CUP HOLDER, for all Toughbook	EACH	$	94.00	11%	$ 83.66
1T-7	7160-0872	PANASONIC	TOUGHBOOK ACCESSORY	OFFSET ADAPTOR BRACKET, for all Toughbook	EACH	$	60.00	11%	$ 53.40
1T-7	7170-0236	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON KIT, 2015 - 2016 F150 - PEDESTAL KIT, for all Toughbook	EACH	$	1,040.00	11%	$ 925.60
1T-7	DS-74	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Rack-to-Post 6" platform. Attaches to any Lower Pole. Use to mount printer, for all Toughbo	EACH	$	93.00	11%	$ 82.77
1T-7	GJ-UNCMUP7	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON 7" CENTER-MOUNTED COMPLETE UPPER POLE. ALLOWS CLOSE MOUNTING TO THE INSTF	EACH	$	134.00	11%	$ 119.26
1B-5	7160-0500	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson 6" Locking Slide Arm motion attachment with rotating/tilting clevis. for AllToughbook	EACH	$	378.00	11%	$ 336.42
1B-5	GJ-33LVDSS	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON SCREEN STIFFENER FOR USE FOR GJ LAPTOP 2-IN-1 VEHICLE DOCKS FOR CF-33. COMPATIB	EACH	$	80.00	11%	$ 71.20
1B-5	GJ-UNVB	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON UNIVERSAL VERTICAL BASE IDEAL FOR MOUNTING TO VEHICLE CONSOLES OR DOG HOUS	EACH	$	112.00	11%	$ 99.68
1B-5	GJ-UNCMUP5	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON 5" CENTER-MOUNTED UPPER POLE IDEAL FOR MOUNTING TO VEHICLE CONSOLES, CLOSE	EACH	$	134.00	11%	$ 119.26
1B-5	7160-0220	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson MONGOOSE - 9" Locking Slide Arm w/Standard Motion Attachment, for all Toughbook	EACH	$	458.00	11%	$ 407.62
1B-5	GJ-UNNPVMC	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON NOTEPAD V MICROPHONE CLIP FOR ALL TOUGHBOOK	EACH	$	78.00	11%	$ 69.42
1B-5	GJ-UNSCSM75	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON - SHORT CLEVIS TILT/SWIVEL MOTION ATTACHMENT: VESA 75MM GJ HOLE PATTERN FOR	EACH	$	121.00	11%	$ 107.69
1B-5	GJ-33-LVC	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson laptop vehicle cradle (no electronics) for the Panasonic CF-33. Release Lever, Lock (Keyed alil	EACH	$	1,034.00	11%	$ 920.26
1B-5	GJ-20LVD0V2	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON LAPTOP VEHICLE DOCK (NO PASS) FOR THE PANASONIC CF-20. USB 3.0 (2), SERIAL, ETHER	EACH	$	1,734.00	11%	$ 1,543.26
1B-5	GJ-UNMLSA	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON MONGOOSE LOCKING SLIDE ARM WITH SHORT CLEVIS, 45 DEGREE TILT, 360 DEGREE ROT	EACH	$	464.00	11%	$ 412.96
1B-5	GJ-G2TVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Tablet Vehicle Dock (No Pass) for the Panasonic Toughpad FZ-G1 tablet computer with LITE F	EACH	$	864.00	11%	$ 768.96
1B-5	GJ-55LVDLT0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2), Serial, LAN.	EACH	$	1,387.00	11%	$ 1,234.43
1T-8	GJ-55LVDLT2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2) Serial, LAN, Dua	EACH	$	1,645.00	11%	$ 1,464.05
1T-7	7160-0821	PANASONIC	TOUGHBOOK ACCESSORY	FORD POLICE INTERCEPTOR UTILITY CLOSE-TO-DASH MOUNT, for all Toughbook	EACH	$	458.00	11%	$ 407.62
1B-5	7170-0233	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson pedestal mounting kit for Ford Escape (2013+), for all Toughbook	EACH	$	899.00	11%	$ 800.11
1B-5	7160-0595-00-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson SLIM Vehicle Docking Station for All the Panasonic FZ-G1 tablet computer. No RF, Keyed Alik	EACH	$	886.00	11%	$ 788.54
1B-5	7160-0595-02-P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson SLIM Vehicle Docking Station for All the Panasonic FZ-G1 tablet computer. DUAL RF, Keyed A	EACH	$	1,184.00	11%	$ 1,053.76
1T-7	GJ-20-LVC	PANASONIC	TOUGHBOOK ACCESSORY	"Gamber-Johnson laptop vehicle cradle (no electronics) for the Panasonic CF-20. Release Lever, Secondary Lo	EACH	$	835.00	11%	$ 743.15
1T-7	7160-0430	PANASONIC	TOUGHBOOK ACCESSORY	Exterior Brother Printer Armrest for all Toughbook	EACH	$	587.00	11%	$ 522.43
1B-5	7160-0420	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Fork lift Mount- Dual Clam Shellw/3 Arm and Small Back Plate, for all Toughbook	EACH	$	343.00	11%	$ 305.27
1T-7	7160-0854	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON SCAN GUN MOUNT, for all Toughbook	EACH	$	153.00	11%	$ 136.17
1T-7	GJ-UNCT21PK	PANASONIC	TOUGHBOOK ACCESSORY	KIT- 2021+ Chevy Tahoe Pedestal Kit with Mongoose XLE 9	EACH	$	1,225.00	11%	$ 1,090.25
1T-7	GJ-40LVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. Includes LIND power supply. USB-	EACH	$	1,727.00	11%	$ 1,537.03
1T-7	GJ-A3TVD0L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TABLET VEHICLE DOCKING STATION (NO RF) WITH LIND AUTO POWER ADAPTER FOR THE	EACH	$	837.00	11%	$ 744.93
1T-7	CP-R1900TAA1Y	PANASONIC	TOUGHBOOK ACCESSORY	1-yr TAA Compliant NC Mobile Performance Essentials Plan, Advanced Plan, and R1900 FIPS 140-3 router with	EACH	$	2,397.00	11%	$ 2,133.33
1T-7	CP-R1900TAA5Y	PANASONIC	TOUGHBOOK ACCESSORY	5-yr TAA Compliant NC Mobile Performance Essentials Plan, Advanced Plan, and R1900 FIPS 140-3 router with	EACH	$	4,359.00	11%	$ 3,879.51
1T-7	FZ-VKB55103U	PANASONIC	TOUGHBOOK ACCESSORY	French Backlit Keyboard for FZ-55 Mk1, Mk2, Mk3, FZ-40 Mk1, Mk2	EACH	$	188.64	11%	$ 167.89
1T-7	FZ-VKB55102U	PANASONIC	TOUGHBOOK ACCESSORY	German Backlit Keyboard for FZ-55 Mk1, Mk2, Mk3, FZ-40 Mk1, Mk2	EACH	$	188.64	11%	$ 167.89
1T-7	GJ-UN0497	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson - Motion Attachment Accessories - Arm VESA CLEVIS - Universal Compatibility	EACH	$	269.00	11%	$ 239.41
1T-7	CP-GPIO170680	PANASONIC	TOUGHBOOK ACCESSORY	GPIO CABLE, SATA W/ LOCK BLACK 1.7M; USED WITH IBR600C/IBR650C, IBR900, IBR1700	EACH	$	59.99	11%	$ 53.39
1T-7	HA-UNKB2001	PANASONIC	TOUGHBOOK ACCESSORY	Package Rugged Keyboard With Mount (Includes Emergency Key) For All Toughbook	EACH	$	711.00	11%	$ 632.79
1T-8	IK-UNBTK870	PANASONIC	TOUGHBOOK ACCESSORY	Slim, Bluetooth-Compatible, Wireless industrial Keyboard with Touchpad	EACH	$	395.00	11%	$ 351.55
1T-8	HA-UNDMM3105	PANASONIC	TOUGHBOOK ACCESSORY	Havis Dash Monitor Mount for Dodge Charger 2015-2023	EACH	$	553.00	11%	$ 492.17
1T-7	IN-G2TMFX	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHMATE G2 TABLET MODUFLEX	EACH	$	99.00	11%	$ 88.11
1T-7	CF-VSDR33251	PANASONIC	TOUGHBOOK ACCESSORY	256GB Quick-release SSD Spare for CF-33 Mk1, Mk2, Mk3, Mk4. Includes Insertable Smartcard. Only compatib	EACH	$	377.28	11%	$ 335.78
1T-7	FZ-VFPG222MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Fingerprint Reader (AD) xPAK for FZ-G2 Mk2, Mk3 Rear Expansion Area. Compatible with Fingerp	EACH	$	264.10	11%	$ 235.05
1T-7	FZ-VSMG221UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed MicroSD xPAK for FZ-G2 Mk2, Mk3 Top Expansion Area	EACH	$	143.58	11%	$ 127.79
1T-7	FZ-VBRG231M	PANASONIC	TOUGHBOOK ACCESSORY	Barcode xPAK for FZ-G2 Mk3 Top Expansion Area	EACH	$	691.68	11%	$ 615.60
1T-7	FZ-VEW553W	PANASONIC	TOUGHBOOK ACCESSORY	5G EM9190 (sub6+C) xPAK for FZ-55 Mk3 Left Expansion Area. Includes 4FF SIM slot. Supports 4G (LTE, LTE-A	EACH	$	786.00	11%	$ 699.54
1T-7	FZ-VZSU1VU	PANASONIC	TOUGHBOOK ACCESSORY	Standard Battery for FZ-G2 Quick-release SSD Model. Not compatible with FZ-G2 Lite Model.	EACH	$	199.12	11%	$ 177.22
1T-7	CF-VST332UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Premium Rotating Hand Strap for CF-33 with stylus pen holder and kickstand. Not compatible wit	EACH	$	132.05	11%	$ 117.52
1T-7	CF-VST332U	PANASONIC	TOUGHBOOK ACCESSORY	Premium Rotating Hand Strap for CF-33 with stylus pen holder and kickstand. Not compatible with 33 Vehicle	EACH	$	103.75	11%	$ 92.34
1T-7	IN-G2ERHSTP	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Rotating Hand Strap for FZ-G2	EACH	$	79.00	11%	$ 70.31
1T-7	IN-G2AOC	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Always-on for FZ-G2	EACH	$	119.00	11%	$ 105.91
1T-7	IN-33PCP	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Privacy Screen Protector for CF-33	EACH	$	59.99	11%	$ 53.39
1T-7	IN-55PCP	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Privacy Screen Protector for CF-54, FZ-55	EACH	$	59.99	11%	$ 53.39
1B-5	IN-G2PCP	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Privacy Screen Protector for FZ-G2	EACH	$	49.99	11%	$ 44.49
1T-7	TBC33HDSTP-P	PANASONIC	TOUGHBOOK ACCESSORY	Infocase basic rotating handstrap for CF-33 with shoulder strap and d-rings. Not compatible with any tablet ve	EACH	$	99.00	11%	$ 88.11
1T-7	FZ-VSMG221U	PANASONIC	TOUGHBOOK ACCESSORY	MicroSD xPAK for FZ-G2 Mk2, Mk3 Top Expansion Area	EACH	$	115.28	11%	$ 102.60
1T-7	FZ-VFPG222M	PANASONIC	TOUGHBOOK ACCESSORY	Fingerprint Reader (AD) xPAK for FZ-G2 Mk2, Mk3 Rear Expansion Area. Compatible with Fingerprints Stored o	EACH	$	235.80	11%	$ 209.86
1T-7	FZ-VBRG211M	PANASONIC	TOUGHBOOK ACCESSORY	Barcode xPAK for FZ-G2 Mk1, Mk2, Mk3 Top Expansion Area	EACH	$	691.68	11%	$ 615.60
1T-7	FZ-VBRG211MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Barcode xPAK for FZ-G2 Mk1, Mk2, Mk3 Top Expansion Area	EACH	$	719.98	11%	$ 640.78
1T-7	FZ-VRFG211M	PANASONIC	TOUGHBOOK ACCESSORY	Contactless Smart Card Reader xPAK for FZ-G2 Rear Expansion Area	EACH	$	161.39	11%	$ 143.64
1T-7	FZ-VRFG211MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Contactless Smart Card Reader xPAK for FZ-G2 Rear Expansion Area	EACH	$	189.69	11%	$ 168.82
1T-7	FZ-VFP552MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Fingerprint Reader (AD) xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area. Compatible with fi	EACH	$	264.10	11%	$ 235.05
1T-7	FZ-VCFG111U	PANASONIC	TOUGHBOOK ACCESSORY	Serial Dongle Cable for FZ-G1, FZ-G2 (Single)	EACH	$	72.31	11%	$ 64.36
1T-7	FZ-VSDG25123	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD (quick-release) for FZ-G2 Mk3	EACH	$	368.90	11%	$ 328.32
1T-7	FZ-VSDG22T23	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD (quick-release) for FZ-G2 Mk3	EACH	$	1,671.56	11%	$ 1,487.69
1T-7	FZ-VZSU1TU	PANASONIC	TOUGHBOOK ACCESSORY	Lite Battery for FZ-G2 Non Quick-release SSD Model. Not compatible with FZ-G2 Quick-release SSD model.	EACH	$	183.40	11%	$ 163.23
1T-7	FZ-VSD551B3W	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk3 Left Expansion Area	EACH	$	1,245.02	11%	$ 1,108.07
1T-7	FZ-VSDG25122	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD (quick-release) for FZ-G2 Mk2	EACH	$	368.90	11%	$ 328.32
1T-7	FZ-VSDG21T22	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD (quick-release) for FZ-G2 Mk2	EACH	$	737.79	11%	$ 656.63
1T-7	FZ-VSDG22T22	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD (quick-release) for FZ-G2 Mk2	EACH	$	1,671.56	11%	$ 1,487.69
1T-7	FZ-VSDG21T21	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD (quick-release) for FZ-G2 Mk1	EACH	$	737.79	11%	$ 656.63
1T-7	FZ-VSDG25121	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD (quick-release) for FZ-G2 Mk1	EACH	$	368.90	11%	$ 328.32
1T-7	CF-VNP332U	PANASONIC	TOUGHBOOK ACCESSORY	Replacement Digitizer Pen for CF-33 Mk2, Mk3, Mk4. 2-Button (right-click, erase). Waterproof meets IP55. No	EACH	$	61.83	11%	$ 55.03
1T-7	CF-VEK334RMP	PANASONIC	TOUGHBOOK ACCESSORY	Premium Rubber Mk2 Keyboard for CF-33 Mk1, Mk2, Mk3, Mk4. White Backlight (4 levels). USB-A 5 Gbps (2),	EACH	$	754.56	11%	$ 671.56
1T-7	CF-VSDR33511	PANASONIC	TOUGHBOOK ACCESSORY	512GB Quick-release SSD Spare for CF-33 Mk1, Mk2, Mk3, Mk4. Includes Insertable Smartcard. Only compatib	EACH	$	726.26	11%	$ 646.37
1T-7	CF-VSDR33513	PANASONIC	TOUGHBOOK ACCESSORY	512GB Quick-release OPAL SSD Spare for CF-33 Mk1, Mk2, Mk3, Mk4. Includes Insertable Smartcard. Only cor	EACH	$	660.24	11%	$ 587.61
1T-7	CF-VEK333LMP	PANASONIC	TOUGHBOOK ACCESSORY	Premium Emissive Mk2 Keyboard for CF-33 Mk1, Mk2, Mk3, Mk4. Red Backlight (4 levels). USB-A 5 Gbps (2), U	EACH	$	702.16	11%	$ 624.92
1T-7	CF-VEK335LMP	PANASONIC	TOUGHBOOK ACCESSORY	Premium Emissive Mk3 Keyboard for CF-33 Mk3, Mk4 (not compatible with mk1/mk2 tablets). Red Backlight (	EACH	$	702.16	11%	$ 624.92
1T-7	FZ-VSDG21T23	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD (quick-release) for FZ-G2 Mk3	EACH	$	737.79	11%	$ 656.63
1T-10	CF-AA5713A2M	PANASONIC	TOUGHBOOK ACCESSORY	AC Adapter (110W) for CF-33, FZ-40, FZ-55, FZ-G2, CF-FV4	EACH	$	91.18	11%	$ 81.15
1T-10	FZ-VCBG21M	PANASONIC	TOUGHBOOK ACCESSORY	4-Bay Battery Charger for FZ-G2. Includes AC Adapter and Power Cord	EACH	$	419.20	11%	$ 373.09
1T-10	FZ-V2S401T2M	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. NVMe.	EACH	$	737.79	11%	$ 656.63
1T-10	FZ-V2S402T2M	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. NVMe.	EACH	$	1,266.78	11%	$ 1,127.43
1T-10	FZ-V2S400T2M	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. NVMe.	EACH	$	368.90	11%	$ 328.32
1T-7	FZ-VNF401M	PANASONIC	TOUGHBOOK ACCESSORY	Contactless Smart Card xPAK for FZ-40 Mk1, Mk2 Palm Rest Expansion Area (ISO 14443/18092)	EACH	$	155.63	11%	$ 138.51
1T-7	FZ-VNF401MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Contactless Smart Card xPAK for FZ-40 Mk1, Mk2 Palm Rest Expansion Area (ISO 14443/18092)	EACH	$	186.75	11%	$ 166.21
1T-7	FZ-VSC401U	PANASONIC	TOUGHBOOK ACCESSORY	Insertable Smart Card xPAK for FZ-40 Mk1, Mk2 Right Expansion Area	EACH	$	144.10	11%	$ 128.25
1T-7	FZ-VSC402U	PANASONIC	TOUGHBOOK ACCESSORY	Insertable Smart Card xPAK for FZ-40 Mk1, Mk2 Left Expansion Area	EACH	$	144.10	11%	$ 128.25
1T-7	FZ-VSC401UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Insertable Smart Card xPAK for FZ-40 Mk1, Mk2 Right Expansion Area	EACH	$	175.23	11%	$ 155.95

1T-7	FZ-VSC402UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Insertable Smart Card xPAK for FZ-40 Mk1, Mk2 Left Expansion Area	EACH	$	175.23	11%	$ 155.95
1T-8	FZ-VNF402M	PANASONIC	TOUGHBOOK ACCESSORY	Contactless Smart Card xPAK for FZ-40 Mk1, Mk2 Palm Rest Expansion Area (ISO 14443/15693/18092)	EACH	$	177.52	11%	$ 157.99
1T-7	FZ-VNF402MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Contactless Smart Card xPAK for FZ-40 Mk1, Mk2 Palm Rest Expansion Area (ISO 14443/15693/1	EACH	$	205.82	11%	$ 183.18
1T-7	FZ-VEB401U	PANASONIC	TOUGHBOOK ACCESSORY	Desktop Dock for FZ-40. USB-A (3), USB-C (3), HDMI, Serial, LAN (2), Kensington Lock, LED, Power Button. Incl	EACH	$	513.52	11%	$ 457.03
1T-10	FZ-VBR401M	PANASONIC	TOUGHBOOK ACCESSORY	Barcode xPAK (1D/2D capable) for FZ-40 Mk1, Mk2 Left Expansion Area. Features trigger button.	EACH	$	806.96	11%	$ 718.19
1T-7	FZ-VCN401U	PANASONIC	TOUGHBOOK ACCESSORY	VGA + Serial (true) + LAN xPAK for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	184.45	11%	$ 164.16
1T-7	FZ-VCN402U	PANASONIC	TOUGHBOOK ACCESSORY	USB-A + HDMI + Serial (true) xPAK for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	224.80	11%	$ 200.07
1T-7	FZ-VCN403U	PANASONIC	TOUGHBOOK ACCESSORY	USB-A (x2) + HDMI xPAK for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	213.27	11%	$ 189.81
1T-7	FZ-VFP402W	PANASONIC	TOUGHBOOK ACCESSORY	Fingerprint Reader (AD) xPAK for FZ-40 Mk1, Mk2 Palm Rest Expansion Area. Compatible with fingerprints sto	EACH	$	195.98	11%	$ 174.42
1T-7	FZ-VZSU1XU	PANASONIC	TOUGHBOOK ACCESSORY	Standard Battery for FZ-40 Mk1, Mk2. Can be used as a replacement for the main battery or as an optional 2n	EACH	$	219.03	11%	$ 194.94
1T-7	FZ-VBR401MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Barcode xPAK (1D/2D capable) for FZ-40 Mk1, Mk2 Left Expansion Area. Features trigger button.	EACH	$	838.09	11%	$ 745.90
1T-7	FZ-VCN401UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed VGA + Serial (true) + LAN xPAK for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	215.57	11%	$ 191.86
1T-7	FZ-VCN402UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed USB-A + HDMI + Serial (true) xPAK for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	255.92	11%	$ 227.77
1T-7	FZ-VCN403UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed USB-A (x2) + HDMI xPAK for FZ-40 Mk1, Mk2 Rear Expansion Area	EACH	$	244.39	11%	$ 217.51
1T-7	FZ-VFP402WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Fingerprint Reader (AD) xPAK for FZ-40 Mk1, Mk2 Palm Rest Expansion Area. Compatible with fin	EACH	$	227.10	11%	$ 202.12
1T-7	FZ-VZSU1XUIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Standard Battery for FZ-40 Mk1, Mk2. Can be used as a replacement for the main battery or as a	EACH	$	250.16	11%	$ 222.64
1T-7	FZ-VCB551M	PANASONIC	TOUGHBOOK ACCESSORY	4-Bay Battery Charger for FZ-55 Mk1, Mk2, Mk3, FZ-40 Mk1, Mk2. Includes 100W AC Adapter.	EACH	$	334.31	11%	$ 297.54
1T-7	FZ-VSF400T1M	PANASONIC	TOUGHBOOK ACCESSORY	512GB FIPS 140-2 Encrypted SSD Main Drive (quick-release) for FZ-40 Mk1, Mk2	EACH	$	564.87	11%	$ 502.73
1T-7	FZ-VSF401T1M	PANASONIC	TOUGHBOOK ACCESSORY	1TB FIPS 140-2 Encrypted SSD Main Drive (quick-release) for FZ-40 Mk1, Mk2	EACH	$	933.77	11%	$ 831.06
1T-7	FZ-VSF402T1M	PANASONIC	TOUGHBOOK ACCESSORY	2TB FIPS 140-2 Encrypted SSD Main Drive (quick-release) for FZ-40 Mk1, Mk2	EACH	$	1,671.56	11%	$ 1,487.69
1T-7	FZ-VKB40207W	PANASONIC	TOUGHBOOK ACCESSORY	Rubber Keyboard (US) for FZ-40 Mk1, Mk2. Features color-selectable backlight with 4 levels of brightness.	EACH	$	357.37	11%	$ 318.06
1T-7	FZ-VKB40207WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Rubber Keyboard (US) for FZ-40 Mk1, Mk2. Features color-selectable backlight with 4 levels of br	EACH	$	388.49	11%	$ 345.76
1T-7	FZ-BAZ2316	PANASONIC	TOUGHBOOK ACCESSORY	16GB Memory (RAM) for FZ-40 Mk2	EACH	$	366.80	11%	$ 326.45
1T-7	FZ-VBD401AM	PANASONIC	TOUGHBOOK ACCESSORY	Blu-ray Drive xPAK (read/write) for FZ-40 Mk2 Left Expansion Area. Power2Go and PowerDVD software not in	EACH	$	522.95	11%	$ 465.43
1B-5	FZ-VBD401AMIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Blu-ray Drive xPAK (read/write) for FZ-40 Mk2 Left Expansion Area. Power2Go and PowerDVD so	EACH	$	551.25	11%	$ 490.61
1T-7	FZ-VBR402M	PANASONIC	TOUGHBOOK ACCESSORY	Barcode xPAK (1D/2D capable) for FZ-40 Mk2 Left Expansion Area. Features trigger button.	EACH	$	786.00	11%	$ 699.54
1T-7	FZ-VBR402MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Barcode xPAK (1D/2D capable) for FZ-40 Mk2 Left Expansion Area. Features trigger button.	EACH	$	814.30	11%	$ 724.73
1T-7	FZ-VDM401AMIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed DVD Drive xPAK (read/write) for FZ-40 Mk2 Left Expansion Area. Power2Go and PowerDVD softw	EACH	$	172.92	11%	$ 153.90
1T-7	FZ-VCN406U	PANASONIC	TOUGHBOOK ACCESSORY	HDMI + USB-C + USB-A xPAK for FZ-40 Mk2 Rear Expansion Area. Does not support Power Delivery (PD) or Dis	EACH	$	215.36	11%	$ 191.67
1T-7	FZ-VCN406UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed HDMI + USB-C + USB-A xPAK for FZ-40 Mk2 Rear Expansion Area. Does not support Power Delvier	EACH	$	243.66	11%	$ 216.86
1T-7	FZ-VDM401AM	PANASONIC	TOUGHBOOK ACCESSORY	DVD Drive xPAK (read/write) for FZ-40 Mk2 Left Expansion Area. Power2Go and PowerDVD software not inclu	EACH	$	144.62	11%	$ 128.71
1T-7	FZ-BAZ2316IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 16GB Memory (RAM) for FZ-40 Mk2	EACH	$	395.10	11%	$ 351.64
1T-7	FZ-BAZ2332	PANASONIC	TOUGHBOOK ACCESSORY	32GB Memory (RAM) for FZ-40 Mk2	EACH	$	733.60	11%	$ 652.90
1T-7	FZ-BAZ2332IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 32GB Memory (RAM) for FZ-40 Mk2	EACH	$	761.90	11%	$ 678.09
1T-7	FZ-V2F400T1M	PANASONIC	TOUGHBOOK ACCESSORY	512GB FIPS SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. NVMe.	EACH	$	487.23	11%	$ 433.63
1T-7	FZ-V2F401T1M	PANASONIC	TOUGHBOOK ACCESSORY	1TB FIPS SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. NVMe.	EACH	$	803.92	11%	$ 715.49
1T-7	FZ-V2F402T1M	PANASONIC	TOUGHBOOK ACCESSORY	2TB FIPS SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk2 Left Expansion Area. NVMe.	EACH	$	1,437.31	11%	$ 1,279.21
1T-7	FZ-VSD400T2M	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD Main Drive (quick-release) for FZ-40 Mk2. NVMe.	EACH	$	494.04	11%	$ 439.70
1T-7	FZ-VSD401T2M	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD Main Drive (quick-release) for FZ-40 Mk2. NVMe.	EACH	$	633.38	11%	$ 563.71
1T-7	FZ-VSD402T2M	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD Main Drive (quick-release) for FZ-40 Mk2. NVMe.	EACH	$	1,266.78	11%	$ 1,127.43
1T-7	FZ-VBR552M	PANASONIC	TOUGHBOOK ACCESSORY	Barcode xPAK for FZ-55 Mk2, Mk3 Left Expansion Area. Mk2 requires BIOS update.	EACH	$	806.96	11%	$ 718.19
1T-7	FZ-VBR552MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Barcode xPAK for FZ-55 Mk2, Mk3 Left Expansion Area. Mk2 requires BIOS update.	EACH	$	835.26	11%	$ 743.38
1T-7	HA-40VDSS	PANASONIC	TOUGHBOOK ACCESSORY	Havis Screen Stiffener for the Panasonic FZ-40	EACH	$	96.00	11%	$ 85.44
1T-7	FZ-VNF552M	PANASONIC	TOUGHBOOK ACCESSORY	Contactless Smart Card xPAK for FZ-55 Mk2, Mk3 Right Expansion Area (ISO 14443/15693/18092)	EACH	$	193.88	11%	$ 172.55
1T-8	FZ-VNF552MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Contactless Smart Card xPAK for FZ-55 Mk2, Mk3 Right Expansion Area (ISO 14443/15693/18092	EACH	$	222.18	11%	$ 197.74
1T-7	IN-G2MBBL	PANASONIC	TOUGHBOOK ACCESSORY	INFOCASE TOUGHMATE MOBILITY BUNDLE COMPATIBLE WITH THE FZ-G2 (TABLET ONLY)	EACH	$	49.00	11%	$ 43.61
1T-8	FZ-V2S400T1M	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk1 Left Expansion Area. SATA.	EACH	$	368.90	11%	$ 328.32
1T-8	FZ-V2S401T1M	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD 2nd Drive (quick-release) xPAK for FZ-40 Mk1 Left Expansion Area. SATA.	EACH	$	737.79	11%	$ 656.63
1T-7	FZ-VDM401M	PANASONIC	TOUGHBOOK ACCESSORY	DVD Drive xPAK (read/write) for FZ-40 Mk1 Left Expansion Area	EACH	$	144.10	11%	$ 128.25
1T-7	FZ-VDM401MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed DVD Drive xPAK (read/write) for FZ-40 Mk1 Left Expansion Area	EACH	$	175.23	11%	$ 155.95
1T-7	FZ-VDM402M	PANASONIC	TOUGHBOOK ACCESSORY	DVD Drive xPAK (read only) for FZ-40 Mk1 Left Expansion Area	EACH	$	144.10	11%	$ 128.25
1T-8	FZ-VBD401MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Blu-ray Drive xPAK (read/write) for FZ-40 Mk1 Left Expansion Area	EACH	$	567.18	11%	$ 504.79
1T-8	FZ-VBD401M	PANASONIC	TOUGHBOOK ACCESSORY	Blu-ray Drive xPAK (read/write) for FZ-40 Mk1 Left Expansion Area	EACH	$	536.05	11%	$ 477.08
1T-8	FZ-VCN551WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed VGA + Serial (true) + USB-A xPAK for FZ-55 Mk1, Mk2, Mk3 Rear Expansion Area	EACH	$	218.51	11%	$ 194.47
1T-7	FZ-VCN552WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed VGA + Serial (true) + LAN xPAK for FZ-55 Mk1, Mk2, Mk3 Rear Expansion Area	EACH	$	183.92	11%	$ 163.69
1T-8	FZ-VCN553WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed VGA + Serial (true) + Rugged Fischer USB xPAK for FZ-55 Mk1, Mk2, Mk3 Rear Expansion Area	EACH	$	206.98	11%	$ 184.21
1T-7	FZ-VCN551W	PANASONIC	TOUGHBOOK ACCESSORY	VGA + Serial (true) + USB-A xPAK for FZ-55 Mk1, Mk2, Mk3 Rear Expansion Area	EACH	$	190.21	11%	$ 169.29
1T-7	FZ-VCN552W	PANASONIC	TOUGHBOOK ACCESSORY	VGA + Serial (true) + LAN xPAK for FZ-55 Mk1, Mk2, Mk3 Rear Expansion Area	EACH	$	155.63	11%	$ 138.51
1T-8	FZ-VCN553W	PANASONIC	TOUGHBOOK ACCESSORY	VGA + Serial (true) + Rugged Fischer USB xPAK for FZ-55 Mk1, Mk2, Mk3 Rear Expansion Area	EACH	$	178.68	11%	$ 159.03
1T-8	FZ-VSD400T1M	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD Main Drive (quick-release) for FZ-40 Mk1	EACH	$	368.90	11%	$ 328.32
1T-7	FZ-VSD401T1M	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD Main Drive (quick-release) for FZ-40 Mk1	EACH	$	737.79	11%	$ 656.63
1T-8	FZ-VSD402T1M	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD Main Drive (quick-release) for FZ-40 Mk1	EACH	$	1,475.58	11%	$ 1,313.27
1T-8	FZ-VSDR55N5M	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD Main Drive (Quick-release) for FZ-55 Mk2	EACH	$	368.90	11%	$ 328.32
1T-8	FZ-VSDR55NBM	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD Main Drive (quick-release) for FZ-55 Mk2	EACH	$	1,475.58	11%	$ 1,313.27
1T-8	FZ-VUBG211UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 2nd USB-A xPAK for FZ-G2 Top Expansion Area	EACH	$	103.23	11%	$ 91.87
1T-8	FZ-VLNG211UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 2nd LAN xPAK for FZ-G2 Top Expansion Area	EACH	$	132.05	11%	$ 117.52
1T-8	FZ-V5RG211UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed True Serial with Dongle xPAK for FZ-G2 Top Expansion Area	EACH	$	166.63	11%	$ 148.30
1T-8	FZ-VSTG21UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Rotating Hand Strap for FZ-G2 with Digitizer Stylus Pen Holder and Kickstand	EACH	$	117.38	11%	$ 104.47
1T-8	FZ-VSCG211UIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Insertable Smart Card Reader xPAK FZ-G2 Rear Expansion Area	EACH	$	258.86	11%	$ 230.39
1T-7	FZ-VEKG21LP	PANASONIC	TOUGHBOOK ACCESSORY	Spanish Keyboard for FZ-G2 (US ONLY). Emissive Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A,	EACH	$	723.12	11%	$ 643.58
1T-7	FZ-VEKG21RM	PANASONIC	TOUGHBOOK ACCESSORY	Rubber Keyboard for FZ-G2. Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A, USB-C, Kensington Lo	EACH	$	782.86	11%	$ 696.75
1T-7	FZ-VSCG211U	PANASONIC	TOUGHBOOK ACCESSORY	Insertable Smart Card Reader xPAK FZ-G2 Rear Expansion Area	EACH	$	230.56	11%	$ 205.20
1T-7	FZ-VEKG21LM	PANASONIC	TOUGHBOOK ACCESSORY	Keyboard for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A, USB-C, Kensington L	EACH	$	714.74	11%	$ 636.12
1T-8	FZ-VLNG211U	PANASONIC	TOUGHBOOK ACCESSORY	2nd LAN xPAK for FZ-G2 Top Expansion Area	EACH	$	103.75	11%	$ 92.34
1T-8	FZ-VSRG211U	PANASONIC	TOUGHBOOK ACCESSORY	True Serial with Dongle xPAK for FZ-G2 Top Expansion Area	EACH	$	138.34	11%	$ 123.12
1T-8	FZ-VUBG211U	PANASONIC	TOUGHBOOK ACCESSORY	2nd USB-A xPAK for FZ-G2 Top Expansion Area	EACH	$	74.93	11%	$ 66.69
1T-8	FZ-VNSG21U	PANASONIC	TOUGHBOOK ACCESSORY	Shoulder Strap for FZ-G2	EACH	$	120.52	11%	$ 107.26
1T-8	FZ-VNP026U	PANASONIC	TOUGHBOOK ACCESSORY	Digitizer Stylus Pen for FZ-G2. 2-button (Right-click, erase). Waterproof, Meets IP55	EACH	$	54.50	11%	$ 48.51
1T-8	FZ-VPF38U	PANASONIC	TOUGHBOOK ACCESSORY	10.1" Screen Protector for FZ-G2	EACH	$	67.07	11%	$ 59.69
1T-8	FZ-VNT006U	PANASONIC	TOUGHBOOK ACCESSORY	Tether for Digitizer Stylus Pen for FZ-G2	EACH	$	11.53	11%	$ 10.26
1T-8	FZ-VEBG21U	PANASONIC	TOUGHBOOK ACCESSORY	Desktop Dock Cradle (Tablet Only) for FZ-G2. USB-A (4), HDMI (2), LAN, Serial, Kensington Lock. No AC Adapte	EACH	$	450.64	11%	$ 401.07
1T-8	FZ-VSTG21U	PANASONIC	TOUGHBOOK ACCESSORY	Rotating Hand Strap for FZ-G2 with Digitizer Stylus Pen Holder and Kickstand	EACH	$	89.08	11%	$ 79.28
1T-8	CF-VEB201U	PANASONIC	TOUGHBOOK ACCESSORY	Desktop Dock (Laptop) for CF-20, FZ-G2. USB-A 3.0(2), USB-A 2.0(2), HDMI, VGA, Serial, LAN, Kensington Lock,	EACH	$	418.15	11%	$ 372.15
1T-8	FZ-VSDR55NTM	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD Main Drive (Quick-release) for FZ-55 Mk2	EACH	$	737.79	11%	$ 656.63
1T-8	FZ-VSDS5151W	PANASONIC	TOUGHBOOK ACCESSORY	512GB SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk1, Mk2 Universal Bay Expansion Area	EACH	$	368.90	11%	$ 328.32
1T-8	FZ-VSDS51T1W	PANASONIC	TOUGHBOOK ACCESSORY	1TB SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk1, Mk2 Universal Bay Expansion Area	EACH	$	737.79	11%	$ 656.63
1T-8	CF-AA6413AM	PANASONIC	TOUGHBOOK ACCESSORY	AC ADAPTER (65W) FOR FZ-M1 MK3, FZ-G1 MK5, FZ-A3 MK1	EACH	$	55.54	11%	$ 49.43
1T-8	FZ-VNF551WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Contactless Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area (ISO 14443/18092)	EACH	$	160.87	11%	$ 143.17
1T-7	FZ-VNF551W	PANASONIC	TOUGHBOOK ACCESSORY	Contactless Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area (ISO 14443/18092)	EACH	$	132.57	11%	$ 117.99
1T-7	FZ-VZSU1HUIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Standard Battery for FZ-55 Mk1, Mk2, Mk3. Can be used as a replacement for the main battery o	EACH	$	201.22	11%	$ 179.09
1T-8	FZ-VZSU1HU	PANASONIC	TOUGHBOOK ACCESSORY	Standard Battery for FZ-55 Mk1, Mk2, Mk3. Can be used as a replacement for the main battery or as an optior	EACH	$	172.92	11%	$ 153.90
1T-8	FZ-VBD553W	PANASONIC	TOUGHBOOK ACCESSORY	Blu-ray xPAK for FZ-55 Mk3 Left Expansion Area. Power2Go & PowerDVD software not included.	EACH	$	455.88	11%	$ 405.73
1T-8	FZ-VDM553W	PANASONIC	TOUGHBOOK ACCESSORY	DVD xPAK for FZ-55 Mk3 Left Expansion Area. Power2Go & PowerDVD software not included.	EACH	$	121.57	11%	$ 108.20
1T-8	FZ-VBD553WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Blu-ray xPAK for FZ-55 Mk3 Left Expansion Area. Power2Go & PowerDVD software not included.	EACH	$	484.18	11%	$ 430.92
1T-8	FZ-VDM553WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed DVD xPAK for FZ-55 Mk3 Left Expansion Area. Power2Go & PowerDVD software not included.	EACH	$	149.86	11%	$ 133.38
1T-8	FZ-BAZ2216	PANASONIC	TOUGHBOOK ACCESSORY	16GB Memory (RAM) for FZ-55 Mk3	EACH	$	460.07	11%	$ 409.46
1T-8	FZ-BAZ2232	PANASONIC	TOUGHBOOK ACCESSORY	32GB Memory (RAM) for FZ-55 Mk3	EACH	$	730.46	11%	$ 650.11
1T-8	FZ-VBR551MIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Barcode xPAK for FZ-55 Mk1, Mk2, Mk3 Universal Bay Expansion Area	EACH	$	835.26	11%	$ 743.38
1T-8	FZ-VBR551M	PANASONIC	TOUGHBOOK ACCESSORY	Barcode xPAK for FZ-55 Mk1, Mk2, Mk3 Universal Bay Expansion Area	EACH	$	806.96	11%	$ 718.19
1T-8	FZ-VFP551W	PANASONIC	TOUGHBOOK ACCESSORY	Fingerprint Reader (MSFT SC-PC) xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area. Microsoft Secured-core	EACH	$	149.86	11%	$ 133.38
1B-5	FZ-VSC551WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Insertable Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area	EACH	$	155.10	11%	$ 138.04
1T-8	FZ-VSC552WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Insertable Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Left Expansion Area	EACH	$	155.10	11%	$ 138.04
1T-8	FZ-VSC551W	PANASONIC	TOUGHBOOK ACCESSORY	Insertable Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area	EACH	$	126.81	11%	$ 112.86
1T-8	FZ-VSC552W	PANASONIC	TOUGHBOOK ACCESSORY	Insertable Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Left Expansion Area	EACH	$	126.81	11%	$ 112.86
1T-8	FZ-VFP551WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Fingerprint Reader (MSFT SC-PC) xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area. Microsoft	EACH	$	178.16	11%	$ 158.56
1T-8	FZ-VFP552M	PANASONIC	TOUGHBOOK ACCESSORY	Fingerprint Reader (AD) xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area. Compatible with fingerprints sto	EACH	$	235.80	11%	$ 209.86
1T-8	FZ-VSDS5152W	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk1, Mk2, Mk3 Universal Bay Expansion Area	EACH	$	368.90	11%	$ 328.32
1T-8	FZ-VSDS51T2W	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk1, Mk2, Mk3 Universal Bay Expansion Area	EACH	$	737.79	11%	$ 656.63
1T-8	FZ-VEB551U	PANASONIC	TOUGHBOOK ACCESSORY	Desktop Dock for FZ-55. USB-A (4), HDMI (2), VGA, Serial, LAN. NO AC Adapter Included.	EACH	$	513.52	11%	$ 457.03
1T-8	FZ-VCN554W	PANASONIC	TOUGHBOOK ACCESSORY	USB-C + USB-A xPAK for FZ-55 Mk3 Rear Expansion Area. Does not support Power Delivery (PD) or DisplayPort	EACH	$	193.88	11%	$ 172.55
1T-8	FZ-VSDS5153W	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk3 Left Expansion Area	EACH	$	368.90	11%	$ 328.32
1T-8	FZ-VSDS51T3W	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD 2nd Drive (Quick-release) xPAK for FZ-55 Mk3 Left Expansion Area	EACH	$	737.79	11%	$ 656.63
1T-8	FZ-VSDR5535W	PANASONIC	TOUGHBOOK ACCESSORY	512GB OPAL SSD Main Drive (quick-release) for FZ-55 Mk3	EACH	$	368.90	11%	$ 328.32
1T-8	FZ-VSDR553BW	PANASONIC	TOUGHBOOK ACCESSORY	2TB OPAL SSD Main Drive (quick-release) for FZ-55 Mk3	EACH	$	1,475.58	11%	$ 1,313.27
1T-8	FZ-VSDR553TW	PANASONIC	TOUGHBOOK ACCESSORY	1TB OPAL SSD Main Drive (quick-release) for FZ-55 Mk3	EACH	$	737.79	11%	$ 656.63
1T-8	FZ-VCN554WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed USB-C + USB-A xPAK for FZ-55 Mk3 Rear Expansion Area. Does not support Power Delivery (PD) o	EACH	$	222.18	11%	$ 197.74
1T-8	FZ-BAZ2216IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 16GB Memory (RAM) for FZ-55 Mk3	EACH	$	488.37	11%	$ 434.65
1T-8	FZ-BAZ2232IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 32GB Memory (RAM) for FZ-55 Mk3	EACH	$	758.75	11%	$ 675.29
1T-8	FZ-VZSU88U	PANASONIC	TOUGHBOOK ACCESSORY	Long Life Battery Pack for FZ-G1 Mk1, Mk2, Mk3, Mk4, Mk5	EACH	$	209.60	11%	$ 186.54
1B-5	CF-VEB332M	PANASONIC	TOUGHBOOK ACCESSORY	Tablet Desktop Dock Cradle for CF-33. USB 3.0 (2), USB 2.0 (4), HDMI (2), Serial, LAN (2), Kensington Lock. No	EACH	$	476.84	11%	$ 424.39
1T-8	FZ-VCB331M	PANASONIC	TOUGHBOOK ACCESSORY	4-bay Battery Charger for CF-33. Fits standard batteries or long life batteries. Includes 110W AC Adapter.	EACH	$	365.75	11%	$ 325.52

1T-8	CF-H-CG-X	PANASONIC	TOUGHBOOK ACCESSORY	Havis In-Vehicle Power Management System. Auto-Shut Off Timer is a self-contained unit that provides circuit	EACH	$	111.00	11%	$ 98.79
1T-8	FZ-VZSU2EW	PANASONIC	TOUGHBOOK ACCESSORY	Accessory: Battery Pack for FZ-M1/B2	EACH	$	188.64	11%	$ 167.89
1T-8	FZ-VEBN111AU	PANASONIC	TOUGHBOOK ACCESSORY	SINGLE BAY DESKTOP CRADLE / SPARE 1-BAY BATTERY CHARGER FOR FZ-N1 (AC ADAPTER NOT INCLUDED)	EACH	$	292.39	11%	$ 260.23
1T-8	CG-X-P	PANASONIC	TOUGHBOOK ACCESSORY	Havis In-Vehicle Power Management System. Auto-Shut Off Timer is a self-contained unit that provides circuit	EACH	$	111.00	11%	$ 98.79
1T-8	HA-33LVDA0CM	PANASONIC	TOUGHBOOK ACCESSORY	Docking Station For Panasonic TOUGHBOOK 33 2-In-1 Laptop With Advanced Port Replication No Pass Thru - c	EACH	$	1,325.00	11%	$ 1,179.25
1T-8	H-MD-119	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS TILT/SWIVEL ACTION ADAPTER WITH SLIDE FOR ALL TOUGHBOOK	EACH	$	379.00	11%	$ 337.31
1T-8	FZ-VSTN11BU	PANASONIC	TOUGHBOOK ACCESSORY	HAND STRAP FOR FZ-N1 SERIES	EACH	$	40.87	11%	$ 36.37
1T-8	FZ-VCBN131M	PANASONIC	TOUGHBOOK ACCESSORY	5-Bay Desktop battery charger for FZ-N1, FZ-F1 with 110W Power Supply and AC cord	EACH	$	522.95	11%	$ 465.43
1T-8	CF-VZSU0QW	PANASONIC	TOUGHBOOK ACCESSORY	Battery for CF-20 Mk1, Mk2 and FZ-A1. For the CF-20, can be used as a replacement for the battery in the tabl	EACH	$	145.67	11%	$ 129.65
1T-8	CF-VNP021U	PANASONIC	TOUGHBOOK ACCESSORY	Passive Stylus FZ-N1/FZ-F1 (Minimum Order Quantity 10)	EACH	$	16.77	11%	$ 14.93
1T-8	FZ-VZSUN120W	PANASONIC	TOUGHBOOK ACCESSORY	Long life battery for FZ-N1, FZ-F1	EACH	$	124.71	11%	$ 110.99
1B-5	FZ-VEBN141M	PANASONIC	TOUGHBOOK ACCESSORY	5-Bay Desktop Ethernet I/O and charging cradle for FZ-N1, FZ-F1 with 110W power supply and AC cord	EACH	$	669.67	11%	$ 596.01
1B-5	FZ-VZSUN120U	PANASONIC	TOUGHBOOK ACCESSORY	Long life battery with extended battery cover for FZ-N1, FZ-F1	EACH	$	135.19	11%	$ 120.32
1B-5	FZ-VCBN11U	PANASONIC	TOUGHBOOK ACCESSORY	Charging Cup for FZ-N1, FZ-F1 (AC Adapter NOT included)	EACH	$	135.19	11%	$ 120.32
1T-7	FZ-VSW551U	PANASONIC	TOUGHBOOK ACCESSORY	Screw Set for FZ-55, FZ-40. Bag Of 14 Interchangeable Screws - Mix of silver and black. Can be used as replacer	EACH	$	9.22	11%	$ 8.21
1T-8	FZ-VDM551W	PANASONIC	TOUGHBOOK ACCESSORY	DVD xPAK for FZ-55 Mk1, Mk2 Universal Bay Expansion Area	EACH	$	121.04	11%	$ 107.73
1T-8	FZ-BAZ2016IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 16GB Memory (RAM) for FZ-55 Mk2	EACH	$	488.26	11%	$ 434.55
1T-8	FZ-BAZ2032IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 32GB Memory (RAM) for FZ-55 Mk2	EACH	$	759.17	11%	$ 675.66
1T-8	FZ-BAZ2016	PANASONIC	TOUGHBOOK ACCESSORY	16GB Memory (RAM) for FZ-55 Mk2	EACH	$	459.97	11%	$ 409.37
1T-8	FZ-BAZ2032	PANASONIC	TOUGHBOOK ACCESSORY	32GB Memory (RAM) for FZ-55 Mk2	EACH	$	730.88	11%	$ 650.48
1T-8	FZ-VBD551WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed Blu-ray xPAK for FZ-55 Mk1, Mk2 Universal Bay Expansion Area	EACH	$	483.65	11%	$ 430.45
1T-7	FZ-VDM551WIS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed DVD xPAK for FZ-55 Mk1, Mk2 Universal Bay Expansion Area	EACH	$	149.34	11%	$ 132.91
1T-8	FZ-VBD551W	PANASONIC	TOUGHBOOK ACCESSORY	Blu-ray xPAK for FZ-55 Mk1, Mk2 Universal Bay Expansion Area	EACH	$	455.36	11%	$ 405.27
1T-7	CF-VEB331U	PANASONIC	TOUGHBOOK ACCESSORY	Laptop Desktop Dock for CF-33. Requires Premium Keyboard (sold separately). Ethernet (2), HDMI, VGA, USB	EACH	$	418.15	11%	$ 372.15
1T-8	FZ-VPF39U	PANASONIC	TOUGHBOOK ACCESSORY	14.0" Screen Protector for FZ-40. Features anti-reflective (AR) screen treatment.	EACH	$	79.54	11%	$ 70.79
1T-7	CF-H-PKG-PSM-153	PANASONIC	TOUGHBOOK ACCESSORY	Havis Bundled Kit for Vehicle Mounting includes Heavy Duty Passenger Side Base, Telescoping Pole with adjust	EACH	$	587.00	11%	$ 522.43
1T-8	FZ-VNT005U	PANASONIC	TOUGHBOOK ACCESSORY	Tether for FZ-55, FZ-40	EACH	$	11.53	11%	$ 10.26
1T-7	FZ-BAZ2116	PANASONIC	TOUGHBOOK ACCESSORY	16GB Memory (RAM) for FZ-40 Mk1	EACH	$	459.97	11%	$ 409.37
1T-8	FZ-BAZ2132	PANASONIC	TOUGHBOOK ACCESSORY	32GB Memory (RAM) for FZ-40 Mk1	EACH	$	730.88	11%	$ 650.48
1T-7	FZ-VNP401U	PANASONIC	TOUGHBOOK ACCESSORY	Stylus Pen for FZ-40	EACH	$	25.15	11%	$ 22.38
1T-8	FZ-VNS401U	PANASONIC	TOUGHBOOK ACCESSORY	Shoulder Strap for FZ-40. Includes 2 D-rings.	EACH	$	82.79	11%	$ 73.68
1T-7	FZ-BAZ2116IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 16GB Memory (RAM) for FZ-40 Mk1	EACH	$	491.09	11%	$ 437.07
1T-8	FZ-BAZ2132IS	PANASONIC	TOUGHBOOK ACCESSORY	Pre-installed 32GB Memory (RAM) for FZ-40 Mk1	EACH	$	762.00	11%	$ 678.18
1T-7	CF-H-C-MD-119	PANASONIC	TOUGHBOOK ACCESSORY	Havis Heavy Duty 11" slide out locking swing arm with low profile motion adapter. Front access control lever a	EACH	$	379.00	11%	$ 337.31
1T-8	CF-H-DS-DA-602	PANASONIC	TOUGHBOOK ACCESSORY	Havis 2nd Generation USB HUB, for all Toughbook	EACH	$	254.00	11%	$ 226.06
1T-7	CF-H-C-ADP-110	PANASONIC	TOUGHBOOK ACCESSORY	Havis Universal adapter bracket that allos for mounting a C-UMM monitor mount to a C-MD-100 Series, for all	EACH	$	43.00	11%	$ 38.27
1T-8	CF-H-ADP-101	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS UNIVERSAL ADAPTER PLATE FOR ALL PANASONIC TABLETS	EACH	$	71.00	11%	$ 63.19
1T-7	CF-AA6373A3M	PANASONIC	TOUGHBOOK ACCESSORY	AC Adapter (60W) for FZ-N1, FZ-B2, FZ-M1 mk1, FZ-M1 mk2, FZ-X1	EACH	$	55.54	11%	$ 49.43
1T-8	FZ-VNP551U	PANASONIC	TOUGHBOOK ACCESSORY	Stylus for FZ-55	EACH	$	26.20	11%	$ 23.32
1T-7	CF-H-C-KBM-202	PANASONIC	TOUGHBOOK ACCESSORY	HAVIS UNIVERSAL KEYBOARD ADAPTER MOUNT, for all Toughbook	EACH	$	175.00	11%	$ 155.75
1T-8	FZ-VCBT131M	PANASONIC	TOUGHBOOK ACCESSORY	5-Bay Battery Charger With 110W Power Supply and AC Cord for Toughbook FZ-A3, FZ-L1, FZ-T1, FZ-S1	EACH	$	481.03	11%	$ 428.12
1T-8	CF-VNS331U	PANASONIC	TOUGHBOOK ACCESSORY	Shoulder Strap For CF-33, FZ-A3, FZ-S1	EACH	$	82.79	11%	$ 73.68
1T-8	FZ-VZSUT11U	PANASONIC	TOUGHBOOK ACCESSORY	Long Life Battery Pack for FZ-A3 Mk1, FZ-S1	EACH	$	135.19	11%	$ 120.32
1T-8	FZ-VEH1L1AAM	PANASONIC	TOUGHBOOK ACCESSORY	Single Bay Desktop USB I/O And Charging Cradle With 5V Power Supply and AC Cord For FZ-L1, FZ-S1	EACH	$	156.15	11%	$ 138.97
1T-8	FZ-VCH5L1AAM	PANASONIC	TOUGHBOOK ACCESSORY	5-Bay Desktop Charge-Only Cradle With 110W Power Supply and Ac Cord for FZ-L1, FZ-S1	EACH	$	439.11	11%	$ 390.81
1T-8	FZ-VEH5L1AAM	PANASONIC	TOUGHBOOK ACCESSORY	5-Bay Desktop Ethernet I/O And Charging Cradle With 110W Power Supply and AC Cord for FZ-L1, FZ-S1	EACH	$	669.67	11%	$ 596.01
1T-8	FZ-AAE184E1M	PANASONIC	TOUGHBOOK ACCESSORY	AC Adaptor for FZ-S1	EACH	$	57.64	11%	$ 51.30
1T-8	FZ-VNSS11U	PANASONIC	TOUGHBOOK ACCESSORY	Shoulder Case for FZ-S1	EACH	$	98.51	11%	$ 87.67
1T-7	FZ-VPFS11U	PANASONIC	TOUGHBOOK ACCESSORY	Protection Film for FZ-S1	EACH	$	77.55	11%	$ 69.02
1T-7	FZ-VSTS11U	PANASONIC	TOUGHBOOK ACCESSORY	Hand Strap for FZ-S1	EACH	$	72.31	11%	$ 64.36
1T-8	FZ-AAE184EM	PANASONIC	TOUGHBOOK ACCESSORY	10w Power Supply with 2-prong AC brick to 5v Micro USB-B connection for FZ-L1, FZ-N1, FZ-T1	EACH	$	50.94	11%	$ 45.34
1T-8	FZ-VPFA31U	PANASONIC	TOUGHBOOK ACCESSORY	10.1 SCREEN PROTECTOR FILM FOR FZ-A3MK1	EACH	$	82.79	11%	$ 73.68
1T-7	FZ-VEBA21U	PANASONIC	TOUGHBOOK ACCESSORY	Desktop Dock Lite Cradle (tablet only) for FZ-A2, FZ-A3. USB 3.0 (2), LAN, Kensington Lock. No AC Adapter incl	EACH	$	397.19	11%	$ 353.50
1T-8	FZ-VSTA31U	PANASONIC	TOUGHBOOK ACCESSORY	HAND STRAP FOR FZ-A3	EACH	$	93.27	11%	$ 83.01
1T-8	CF-VNT002U	PANASONIC	TOUGHBOOK ACCESSORY	Tether for CF-33, CF-31, CF-30, CF-20, CF-19, CF-53, CF-U1, FZ-M1, FZ-A3 (Minimum Order Quantity 10)	EACH	$	11.53	11%	$ 10.26
1T-8	CF-VEB541AU	PANASONIC	TOUGHBOOK ACCESSORY	Desktop Dock for CF-54, FZ-55. USB 2.0 (2), USB 3.0 (2), HDMI, VGA, Serial, LAN, Kensington Lock, Power Butt	EACH	$	377.28	11%	$ 335.78
1T-8	CF-VPF29U	PANASONIC	TOUGHBOOK ACCESSORY	14.0" Gloved Multi Touch LCD Screen Protector for FZ-55, CF-54	EACH	$	73.36	11%	$ 65.29
1T-8	CF-VST2011U	PANASONIC	TOUGHBOOK ACCESSORY	Rotating Hand Strap for CF-20. Not compatible with optional Magstripe reader or quick-release SSD	EACH	$	82.79	11%	$ 73.68
1T-8	CF-VPF35U	PANASONIC	TOUGHBOOK ACCESSORY	10.1" Screen Protector for CF-20 Mk2	EACH	$	72.31	11%	$ 64.36
1B-5	CF-VPF34U	PANASONIC	TOUGHBOOK ACCESSORY	12.0" Screen Protector for CF-33	EACH	$	93.27	11%	$ 83.01
1T-8	FZ-VZSU89A2U	PANASONIC	TOUGHBOOK ACCESSORY	MIL-461F version of standard battery for FZ-G1 Mk1, Mk2, Mk3, Mk4, Mk5 (required to be 461Fcompliant)	EACH	$	227.56	11%	$ 202.53
1T-8	FZ-VZSU94W	PANASONIC	TOUGHBOOK ACCESSORY	Spare Standard Battery (2cell ,7.2V,25Wh) for FZ-M1, FZ-B2 Mk1, FZ-R1 Mk1	EACH	$	125.76	11%	$ 111.93
1B-5	CF-VZSU1BW	PANASONIC	TOUGHBOOK ACCESSORY	Long Life Battery for CF-33. Not compatible with CF-33's that do not have tall bottom panel. Not compatible w	EACH	$	156.15	11%	$ 138.97
1B-5	CF-VNP009U	PANASONIC	TOUGHBOOK ACCESSORY	Stylus pen for CF-31 Mk1, Mk2, Mk3, Mk4, Mk5, Mk6, CF-30 Mk3, CF-52, CF- 53 Mk1, Mk2 , Mk3, Mk4 Touch,	EACH	$	10.48	11%	$ 9.33
1B-5	CF-VNC002U	PANASONIC	TOUGHBOOK ACCESSORY	Soft Cloth (Minimum Order Quantity 50)	EACH	$	6.29	11%	$ 5.60
1B-5	FZ-VCBN141M	PANASONIC	TOUGHBOOK ACCESSORY	5-Bay Desktop charge-only cradle for FZ-N1, FZ-F1 with 110W power supply and AC cord	EACH	$	439.11	11%	$ 390.81
1B-5	CF-VVK332M	PANASONIC	TOUGHBOOK ACCESSORY	33 Vehicle Dock Adapter (VDA) Bundle - single pass. For CF-33. Includes Lite Keyboard. USB 2.0, Single RF, Doc	EACH	$	681.20	11%	$ 606.27
1T-7	FZ-VSTN12U	PANASONIC	TOUGHBOOK ACCESSORY	Holster and Belt for FZ-N1, FZ-F1	EACH	$	56.59	11%	$ 50.37
1T-8	FZ-VZSUN110U	PANASONIC	TOUGHBOOK ACCESSORY	Standard Battery for FZ-N1, FZ-F1	EACH	$	103.75	11%	$ 92.34
1T-7	FZ-VPFN11U	PANASONIC	TOUGHBOOK ACCESSORY	4.7" Protective Film for FZ-N1, FZ-F1 (10 films)	EACH	$	156.15	11%	$ 138.97
1T-8	CF-VST331U	PANASONIC	TOUGHBOOK ACCESSORY	Carry Strap for CF-33	EACH	$	51.35	11%	$ 45.70
1T-8	CF-VZSU1AW	PANASONIC	TOUGHBOOK ACCESSORY	Standard Lightweight Battery for CF-33	EACH	$	124.71	11%	$ 110.99
1T-7	FZ-VEBM12AU	PANASONIC	TOUGHBOOK ACCESSORY	"Full Desktop Cradle for FZ-M1 -- USB x2, Ethernet, Power, Serial, VGA, HDMI (Simultaneous display output), S	EACH	$	482.08	11%	$ 429.05
1T-8	CF-VSD202512	PANASONIC	TOUGHBOOK ACCESSORY	256GB QUICK-RELEASE SSD SPARE FOR CF-20 MK2 ? ONLY COMPATIBLE ON CF-20 SKUS EQUIPPED WITH THE	EACH	$	377.28	11%	$ 335.78
1T-8	CF-VZSU90M	PANASONIC	TOUGHBOOK ACCESSORY	BATTERY PACK FOR CF-LX6	EACH	$	199.12	11%	$ 177.22
1B-5	CF-H-C-MH-1001	PANASONIC	TOUGHBOOK ACCESSORY	Forklift fixed overhead mounting package for convertible laptop or tablet. Used to mount Havis, Inc. tablet mo	EACH	$	262.00	11%	$ 233.18
1B-5	FZ-VSTT12U	PANASONIC	TOUGHBOOK ACCESSORY	Holster for FZ-T1	EACH	$	56.59	11%	$ 50.37
1T-8	FZ-VPFT11U	PANASONIC	TOUGHBOOK ACCESSORY	Screen protector film for FZ-T1 (10 pack)	EACH	$	156.15	11%	$ 138.97
1B-5	FZ-VNPN11U	PANASONIC	TOUGHBOOK ACCESSORY	Active Pen for N1	EACH	$	92.22	11%	$ 82.08
1B-5	BR-RJ325BL2Y	PANASONIC	TOUGHBOOK ACCESSORY	RuggedJet RJ3250WB, Portable 3" Direct Thermal Receipt/Label Printer w/Wi-Fi, Bluetooth MFi, USB Type C, L	EACH	$	1,075.00	11%	$ 956.75
1T-7	BR-RJ215BL2Y	PANASONIC	TOUGHBOOK ACCESSORY	RJ-2150: RuggedJet 2, Portable 2" Direct Thermal Receipt/Label Printer w/Wi-Fi, Bluetooth/MFi, USB, LCD Dis	EACH	$	1,002.00	11%	$ 891.78
1B-5	GJ-UNPSKFORDL	PANASONIC	TOUGHBOOK ACCESSORY	PEDESTAL SYSTEM KIT, FORD F-150 LIGHTNING WITH XLE 9"	EACH	$	1,191.63	11%	$ 1,060.55
1T-7	GJ-UNPKCHEVYEV	PANASONIC	TOUGHBOOK ACCESSORY	PEDESTAL KIT - CHEVY SILVERADO EV (PANASONIC KIT)	EACH	$	1,166.00	11%	$ 1,037.74
1B-5	GJ-UNLENTKIT	PANASONIC	TOUGHBOOK ACCESSORY	LIND, ENTERPRISE POWER KIT	EACH	$	377.00	11%	$ 335.53
1T-8	GJ-UNASBK9M	PANASONIC	TOUGHBOOK ACCESSORY	Universal Adjustable Seat Base Pedestal Kit with Mongoose® XLE 9"	EACH	$	1,175.00	11%	$ 1,045.75
1B-5	IN-40MFXP	PANASONIC	TOUGHBOOK ACCESSORY	Toughbook 40 ModuFlex Platform for FZ-40. Not compatible with the Insertable Smart Card Reader right xPAI	EACH	$	99.00	11%	$ 88.11
1T-8	IT-UNWISCOPE	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron Borescope with high-def imaging and wi-fi connectivity, USB (mirco) charging, IP54	EACH	$	1,299.00	11%	$ 1,156.11
1B-5	IT-UNWITORCH	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron Flashlight camera with high-def imaging and wi-fi connectivity, USB-C charging, IP54	EACH	$	1,399.00	11%	$ 1,245.11
1T-7	IT-UN55DVI	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron 5.5 mm Diameter HD Dual View Imager	EACH	$	279.00	11%	$ 248.31
1T-7	IT-UN38SVI	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron 3.8 mm Diameter HD Side View Imager	EACH	$	279.00	11%	$ 248.31
1T-7	IT-UN38FVI	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron 3.8 mm Diameter HD Forward View Imager	EACH	$	279.00	11%	$ 248.31
1T-3	IT-UN55DAI	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron 5.5mm Diameter 180 Degree Articulating Imager	EACH	$	599.00	11%	$ 533.11
1B-5	IT-UN85DVI	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron 8.5mm HD Dual View Imager	EACH	$	199.00	11%	$ 177.11
1T-7	IT-UN55DVUI	PANASONIC	TOUGHBOOK ACCESSORY	Inspectron 5.5mm Dual View UV Imager	EACH	$	299.00	11%	$ 266.11
1T-8	C-MD-204-P	PANASONIC	TOUGHBOOK ACCESSORY	Havis Tilt Swivel motion device with 1.38" of overall height. 90 Degree vertical tilt and 180 Degrees of horizon	EACH	$	93.00	11%	$ 82.77
1B-5	IN-FV4TL	PANASONIC	TOUGHBOOK ACCESSORY	Infocase Essentials Top Loader - Compatible with Lets Note	EACH	$	59.99	11%	$ 53.39
1B-5	IN-40DXBPK	PANASONIC	TOUGHBOOK ACCESSORY	Infocase Deluxe Backpack with bullistic nylon - Compatible with the FZ-40 and all other toughbook models	EACH	$	129.00	11%	$ 114.81
1B-5	IN-33MFXP	PANASONIC	TOUGHBOOK ACCESSORY	Toughbook 33 ModuFlex Platform - compatible with CF-33	EACH	$	99.00	11%	$ 88.11
1B-5	GJT-33-TVC-LND	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Tablet Vehicle Cradle (no electronics) for the CF-33 tablet only. Includes LIND powe	EACH	$	1,098.00	11%	$ 977.22
1B-5	GJT-33-TVD0-L-LND	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Lite Tablet Vehicle Dock (no pass) for the CF-33 tablet only. Includes LIND power su	EACH	$	1,899.00	11%	$ 1,690.11
1T-3	GJT-33-TVD2-L-LND	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Lite Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. Includes LIND power s	EACH	$	2,056.00	11%	$ 1,829.84
1T-3	GJT-33-TVD2-LND	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Premium Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. Includes LIND pc	EACH	$	2,219.00	11%	$ 1,974.91
1T-8	GJT-33-TVD0-LND	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Premium Tablet Vehicle Dock (no pass) for the CF-33 tablet only. Includes LIND pow	EACH	$	2,065.00	11%	$ 1,837.85
1T-7	GJT-33-TVD0-L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Lite Tablet Vehicle Dock (no pass) for the CF-33 tablet only. USB (6), Serial, LAN (2),	EACH	$	1,695.00	11%	$ 1,508.55
1T-7	GJT-33-TVC	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Tablet Vehicle Cradle (no electronics) for the CF-33 tablet only. Not compatible whe	EACH	$	894.00	11%	$ 795.66
1T-7	GJT-33-TVD0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Premium Tablet Vehicle Dock (no pass) for the CF-33 tablet only. USB (6), Serial, LA	EACH	$	1,861.00	11%	$ 1,656.29
1T-7	GJT-33-TVD2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Premium Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. USB (6), Serial, L	EACH	$	2,015.00	11%	$ 1,793.35
1T-7	GJT-33-TVD2-L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson TrimLine Lite Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. USB (6), Serial, LAN (2	EACH	$	1,852.00	11%	$ 1,648.28
1T-7	GJ-55TLSS	PANASONIC	TOUGHBOOK ACCESSORY	Laptop Screen Support (AS7.P055.002) for FZ-55	EACH	$	123.00	11%	$ 109.47
1T-7	GJ-40TLVDF0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Premium Vehicle Dock (no pass) for the Panasonic TOUGHBOOK 40. Includes LIND	EACH	$	2,416.00	11%	$ 2,150.24
1T-7	GJ-40TLVDF4L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Premium Vehicle Dock (quad pass) for the Panasonic TOUGHBOOK 40. Includes LIN	EACH	$	2,756.00	11%	$ 2,452.84
1T-7	GJ-40TLVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Vehicle Dock (no pass) for the Panasonic TOUGHBOOK 40. Includes LIND power	EACH	$	2,257.00	11%	$ 2,008.73
1T-7	GJ-40TLVDL4L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Vehicle Dock (quad pass) for the Panasonic TOUGHBOOK 40. Includes LIND pov	EACH	$	2,597.00	11%	$ 2,311.33
1T-8	GJ-40TLVDF0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Premium Vehicle Dock (no pass) for the Panasonic TOUGHBOOK 40. USB-A (3), USB	EACH	$	2,227.00	11%	$ 1,982.03
1T-7	GJ-40TLVDF4	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Premium Vehicle Dock (quad pass) for the Panasonic TOUGHBOOK 40. USB-A (3), U	EACH	$	2,567.00	11%	$ 2,284.63
1T-7	GJ-40TLVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Vehicle Dock (no pass) for the Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3)	EACH	$	2,068.00	11%	$ 1,840.52
1T-7	GJ-40TLVDL4	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Vehicle Dock (quad pass) for the Panasonic TOUGHBOOK 40. USB-A (3), USB-C	EACH	$	2,408.00	11%	$ 2,143.12
1T-7	GJ-55TLVCL	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Laptop Cradle (No Electronics) with LIND power adapter for FZ-55 laptop computer.	EACH	$	830.00	11%	$ 738.70
1T-7	GJ-33TLVD0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. Inclu	EACH	$	2,271.00	11%	$ 2,021.19
1T-7	GJ-33TLVD2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. Inc	EACH	$	2,424.00	11%	$ 2,157.36
1T-7	GJ-33TLVD0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. USB-	EACH	$	2,067.00	11%	$ 1,839.63

1T-7	GJ-33TLVD2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USE	EACH	$	2,220.00	11%	$ 1,975.80
1T-7	GJ-20TLVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 20. Includes L	EACH	$	2,021.00	11%	$ 1,798.69
1T-7	GJ-20TLVDL2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 20. Includes	EACH	$	2,191.00	11%	$ 1,949.99
1T-7	GJ-20TLVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 20. USB-A (2),	EACH	$	1,867.00	11%	$ 1,661.63
1T-7	GJ-20TLVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 20. USB-A (2	EACH	$	2,037.00	11%	$ 1,812.93
1T-7	GJ-20TLVD0L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION WITH LIND AUTO POWER ADAPTER (NO PA	EACH	$	2,072.00	11%	$ 1,844.08
1T-7	GJ-20TLVCL	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE CRADLE WITH LIND POWER ADAPTER (NO PASS, NO ELECTRO	EACH	$	1,078.00	11%	$ 959.42
1T-7	GJ-20TLVD2L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION WITH LIND AUTO POWER ADAPTER (DUAL	EACH	$	2,244.00	11%	$ 1,997.16
1T-7	GJ-20TLVD0LSS	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION WITH SCREEN LOCK ARM AND LIND AUTO	EACH	$	2,245.00	11%	$ 1,998.05
1T-7	GJ-55TLVD0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIN	EACH	$	1,760.00	11%	$ 1,566.40
1T-7	GJ-55TLVD2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND	EACH	$	2,045.00	11%	$ 1,820.05
1T-7	GJ-33TLVCL	PANASONIC	TOUGHBOOK ACCESSORY	PANASONIC TOUGHBOOK CF-33 TRIMLINE LAPTOP CRADLE (NO ELECTRONICS) WITH LIND AUTO POWER ADA	EACH	$	1,347.00	11%	$ 1,198.83
1T-7	GJ-20TLVD2LSS	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION WITH SCREEN LOCK ARM AND LIND AUTO	EACH	$	2,417.00	11%	$ 2,151.13
1T-7	GJ-55TLVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (No Pass) with LIND power adap	EACH	$	1,723.00	11%	$ 1,533.47
1T-7	GJ-55TLVDL2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (Dual Pass) with LIND power ad	EACH	$	2,008.00	11%	$ 1,787.12
1T-7	GJ-33TLVDL0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. Includes L	EACH	$	2,220.00	11%	$ 1,975.80
1T-7	GJ-33TLVDL2L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. Include	EACH	$	2,372.00	11%	$ 2,111.08
1T-8	GJ-20TLVD0	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION (NO PASS) FOR THE PANASONIC CF-20 2 IN	EACH	$	1,918.00	11%	$ 1,707.02
1T-7	GJ-20TLVD2	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION (DUAL PASS) FOR THE PANASONIC CF-20 2	EACH	$	2,090.00	11%	$ 1,860.10
1T-7	GJ-20TLVC	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE CRADLE (NO PASS, NO ELECTRONICS) FOR THE PANASONIC CF	EACH	$	924.00	11%	$ 822.36
1T-7	GJ-20TLVD0SS	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION WITH SCREEN LOCK ARM (NO PASS) FOR T	EACH	$	2,091.00	11%	$ 1,860.99
1T-7	GJ-55TLVD0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2), Se	EACH	$	1,571.00	11%	$ 1,398.19
1T-7	GJ-55TLVD2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Premium TrimLine Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2) S	EACH	$	1,856.00	11%	$ 1,651.84
1T-7	GJ-33TLVC	PANASONIC	TOUGHBOOK ACCESSORY	PANASONIC TOUGHBOOK CF-33 TRIMLINE LAPTOP CRADLE (NO ELECTRONICS)	EACH	$	1,143.00	11%	$ 1,017.27
1T-7	GJ-20TLVD2SS	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE LAPTOP VEHICLE DOCKING STATION WITH SCREEN LOCK ARM (DUAL PASS) FOR	EACH	$	2,263.00	11%	$ 2,014.07
1T-7	GJ-55TLVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (No Pass) for the Panasonic Tou	EACH	$	1,534.00	11%	$ 1,365.26
1T-7	GJ-55TLVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (Dual Pass) for the Panasonic To	EACH	$	1,819.00	11%	$ 1,618.91
1T-7	GJ-33TLVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB-A (	EACH	$	2,168.00	11%	$ 1,929.52
1T-7	GJ-33TLVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber Johnson Lite TrimLine Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. USB-A (6),	EACH	$	2,016.00	11%	$ 1,794.24
1T-8	7160-0750-IP	PANASONIC	TOUGHBOOK ACCESSORY	VESA clevis motion attachment. Tilt 0-90 degrees and rotate 360 degrees. Use to attach Gamber-Johnson dock	EACH	$	119.00	11%	$ 105.91
1T-7	GJ-40LVDF0L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. Includes LIND power supply.	EACH	$	2,054.00	11%	$ 1,828.06
1T-7	GJ-40LVDF4L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. Includes LIND power supp	EACH	$	2,400.00	11%	$ 2,136.00
1T-7	GJ-40LVDL4L	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. Includes LIND power supply. US	EACH	$	2,064.00	11%	$ 1,836.96
1T-7	GJ-40LVC	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Vehicle Cradle (no electronics) for Panasonic TOUGHBOOK 40.	EACH	$	851.00	11%	$ 757.39
1T-7	GJ-40LVDF0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), HDMI,	EACH	$	1,880.00	11%	$ 1,673.20
1T-7	GJ-40LVDF4	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Premium Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), HDM	EACH	$	2,226.00	11%	$ 1,981.14
1T-7	GJ-40LVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), Serial, Ether	EACH	$	1,544.00	11%	$ 1,374.16
1T-7	GJ-40LVDL4	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Lite Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), Serial, Et	EACH	$	1,890.00	11%	$ 1,682.10
1T-7	7160-0126	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Pentax Pocket Jet Printer Mount by . Secures to flat surface, or a lower pole using (Item DS-7	EACH	$	223.00	11%	$ 198.47
1T-7	7160-0325	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Camera Visor Mount. Attaches to existing passenger side visor retainer. Use in conjunction w	EACH	$	256.00	11%	$ 227.84
1T-7	7170-0214	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON KIT, 2014+ CHEVY 1500; 2015+ TAHOE, 2500, AND 3500 - PEDESTAL KIT, for all Toughbool	EACH	$	1,054.00	11%	$ 938.06
1T-7	CF-VZSU2BU	PANASONIC	TOUGHBOOK ACCESSORY	Standard Battery for Let's Note CF-FV4	EACH	$	225.00	11%	$ 200.25
1T-7	CP-UNRX30SA	PANASONIC	TOUGHBOOK ACCESSORY	CRADLEPOINT 1900 MANAGED ACCESSORY - MODULAR MODEM AND SWITCH (MODEM SOLD SEPARATELY) F	EACH	$	249.99	11%	$ 222.49
1T-7	CP-UNRX20MA	PANASONIC	TOUGHBOOK ACCESSORY	R920 Managed Accessory - Modular Modem, GPIO, and Serial (modem sold separately) for all Toughbook	EACH	$	229.00	11%	$ 203.81
1T-7	BR-PJ82210F2Y	PANASONIC	TOUGHBOOK ACCESSORY	PocketJet8 PJ822 Printer Kit, USB cable TypeA to TypeC 10ft, 12 V car adapter 14 ft wired for all Toughbook	EACH	$	514.00	11%	$ 457.46
1T-7	GJ-G2TTVDL0	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Tablet vehicle docking station - LITE PORT REPLICATION (No Pass) for FZ-G2. RJ45 G	EACH	$	1,430.00	11%	$ 1,272.70
1T-7	GJ-G2TTVDL0P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Tablet vehicle docking station - LITE PORT REPLICATION (No Pass) for FZ-G2 with LIN	EACH	$	1,600.00	11%	$ 1,424.00
1T-8	GJ-G2TTVDL2	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Port Replication Tablet vehicle docking station (Dual Pass) for FZ-G2. RJ45 Gigal	EACH	$	1,585.00	11%	$ 1,410.65
1T-8	GJ-G2TTVDL2P	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson Trimline Lite Port Replication Tablet vehicle docking station (Dual Pass) for FZ-G2 with LIND a	EACH	$	1,755.00	11%	$ 1,561.95
1T-8	GJ-UNMTNT	PANASONIC	TOUGHBOOK ACCESSORY	MOUSETRAP WITH NO TILT (AS5.N101.002) for all Toughbook	EACH	$	413.00	11%	$ 367.57
1T-8	GJ-UNADMPTV	PANASONIC	TOUGHBOOK ACCESSORY	ADJUSTABLE MULTI-PATTERN TILT WITH VESA 75 (AS7.U700.008-3) for all Toughbook	EACH	$	157.00	11%	$ 139.73
1T-8	GJ-UNMTA	PANASONIC	TOUGHBOOK ACCESSORY	MOUSETRAP ADAPTER WITH INSTALL KIT (AS5.N101.007-1) for all Toughbook	EACH	$	61.00	11%	$ 54.29
1T-7	IN-40PCP	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Privacy Screen Protector for FZ-40	EACH	$	59.99	11%	$ 53.39
1T-7	GJ-G2TTVC	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE TABLET VEHICLE CRADLE FOR FZ-G2	EACH	$	590.00	11%	$ 525.10
1T-7	GJ-G2TTVCL	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE TABLET VEHICLE CRADLE FOR FZ-G2 WITH LIND AUTO POWER ADAPTER	EACH	$	779.00	11%	$ 693.31
1T-7	GJ-G2TTVD0	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE TABLET VEHICLE DOCKING STATION (NO PASS) FOR FZ-G2. HDMI (2), GIGABIT E	EACH	$	1,590.00	11%	$ 1,415.10
1T-7	GJ-G2TTVD0L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE TABLET VEHICLE DOCKING STATION (NO PASS) FOR FZ-G2 WITH LIND AUTO PO	EACH	$	1,779.00	11%	$ 1,583.31
1T-10	GJ-G2TTVD2	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE TABLET VEHICLE DOCKING STATION (DUAL PASS) FOR FZ-G2. HDMI (2), GIGABI	EACH	$	1,760.00	11%	$ 1,566.40
1T-10	GJ-G2TTVD2L	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TRIMLINE TABLET VEHICLE DOCKING STATION (DUAL PASS) FOR FZ-G2 WITH LIND AUTO F	EACH	$	1,949.00	11%	$ 1,734.61
1T-8	IK-MHK870	PANASONIC	TOUGHBOOK ACCESSORY	Bluetooth Compatible Material Handling Enterprise Keyboard with Touchpad for all Toughbook	EACH	$	561.00	11%	$ 499.29
1T-7	IK-IKEK911	PANASONIC	TOUGHBOOK ACCESSORY	Industrial Keyboard with Emergency Kit - USB Connection for all Toughbook	EACH	$	500.00	11%	$ 445.00
1T-7	IK-MEDKB101	PANASONIC	TOUGHBOOK ACCESSORY	Cleanable Sealed Medical Keyboard - Liquidproof Design Integrated Backlight - USB Configuration for all Tough	EACH	$	428.00	11%	$ 380.92
1T-7	IK-MKBT102	PANASONIC	TOUGHBOOK ACCESSORY	Cleanable Sealed Medical Keyboard with Touchpad - Liquidproof Design Integrated Backlighting - USB Configur	EACH	$	500.00	11%	$ 445.00
1T-7	IK-MKB880FSR	PANASONIC	TOUGHBOOK ACCESSORY	Backlit Military Keyboard - Adjustable Backlighting Conductive Plastic Case- Integrated FSR pointing device for	EACH	$	661.00	11%	$ 588.29
1T-7	LI-UNPC120	PANASONIC	TOUGHBOOK ACCESSORY	LIND POWER CABLE - 36" WITH YELLOW TIP - COMPATIBLE WITH CF-LNDDC120 (120 WATT DC POWER) for al	EACH	$	19.00	11%	$ 16.91
1T-7	CP-LAP12MU	PANASONIC	TOUGHBOOK ACCESSORY	LTE ADVANCED PRO (1200MBPS) MODEM UPGRADE FOR MOBILE. INCLUDES IBR1700 COR DOCK DOORS, NO	EACH	$	708.00	11%	$ 630.12
1B-5	CP-IBRPWRNA	PANASONIC	TOUGHBOOK ACCESSORY	COR IBR1700, IBR900/IBR950, IBR600B/IBR650B, IBR600C/IBR650C POWER SUPPLY FOR NORTH AMERICA (-2	EACH	$	24.99	11%	$ 22.24
1B-5	CP-IBR3MPWDW	PANASONIC	TOUGHBOOK ACCESSORY	3 METER POWER AND GPIO CABLE (DIRECT WIRE) FOR IBR1700, IBR11X0, IBR9X0, IBR6X0, IBR6X0B, IBR6X0C,	EACH	$	99.99	11%	$ 88.99
1B-5	CP-IBR9WRP	PANASONIC	TOUGHBOOK ACCESSORY	9 WIRE GPIO CABLE FOR IBR6X0B, IBR6X0C AND IBR9X0. ADDS 4 GPIO, 2ND IGNITION SENSE, REDUNDANT PC	EACH	$	14.49	11%	$ 12.90
1B-5	CP-I1700AK	PANASONIC	TOUGHBOOK ACCESSORY	OBD-II ADAPTER KIT FOR IBR1700 (INCLUDES ONE OBD-II ADAPTER AND ONE 15 FOOT MALE/MALE NULL MO	EACH	$	349.00	11%	$ 310.61
1B-5	CP-R2155EA1Y	PANASONIC	TOUGHBOOK ACCESSORY	1-yr NetCloud Mobile Performance 5G Router Essentials Plan, Advanced Plan, and R2155 router no WiFi (5G m	EACH	$	2,399.99	11%	$ 2,135.99
1B-5	CP-R2155EA3Y	PANASONIC	TOUGHBOOK ACCESSORY	3-yr NetCloud Mobile Performance 5G Router Essentials Plan, Advanced Plan, and R2155 router no WiFi (5G m	EACH	$	3,289.99	11%	$ 2,928.09
1B-5	CP-R2155EA5Y	PANASONIC	TOUGHBOOK ACCESSORY	5-yr NetCloud Mobile Performance 5G Router Essentials Plan, Advanced Plan, and R2155 router no WiFi (5G m	EACH	$	4,179.99	11%	$ 3,720.19
1B-5	PG-UNMRBSM23Y	PANASONIC	TOUGHBOOK ACCESSORY	MID RANGE 1D AND 2D BARCODE SCANNER WITH 3 YEARS OF PROGLOVE CARE (30-150CM) TRANSMISSION I	EACH	$	1,219.00	11%	$ 1,084.91
1B-5	IN-N1THDSTP	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate N1 Tactical Handstrap	EACH	$	19.00	11%	$ 16.91
1B-5	TBCUSHARN-P	PANASONIC	TOUGHBOOK ACCESSORY	InfoCase User Harness for All Toughbook	EACH	$	30.00	11%	$ 26.70
1B-5	TBCTMSS-P	PANASONIC	TOUGHBOOK ACCESSORY	InfoCase Shoulder Strap for all Toughmate carrying cases approved for Toughbook. Attaches to D-rings on car	EACH	$	14.00	11%	$ 12.46
1B-5	IN-S1HSTRP	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHMATE S1 HAND STRAP	EACH	$	25.00	11%	$ 22.25
1B-5	IN-A3AOC	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHMATE A3 ALWAYS-ON CASE	EACH	$	99.00	11%	$ 88.11
1T-9	TBCBPK-P	PANASONIC	TOUGHBOOK ACCESSORY	InfoCase Back Pack for All Toughbook	EACH	$	99.00	11%	$ 88.11
1T-9	TBCF1-SLMHSTR-P	PANASONIC	TOUGHBOOK ACCESSORY	INFOCASE SLIM HOLSTER FOR FZ-F1 AND FZ-N1	EACH	$	49.00	11%	$ 43.61
1B-5	TBCCOMUNV-P	PANASONIC	TOUGHBOOK ACCESSORY	InfoCase ComUniversal Top Load Case for All Toughbook	EACH	$	79.00	11%	$ 70.31
1B-5	7170-0219-01	PANASONIC	TOUGHBOOK ACCESSORY	TALL Tablet Display Mount Kit with TS5 Motion Attachment. Kit includes (Tablet Display Mount 7160-0527, TS	EACH	$	665.00	11%	$ 591.85
1B-5	GJ-L1TVD0F	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON TABLET VEHICLE DOCK (NO PASS) FULL SIZE- ACCOMMODATES THE FZ-L1 HAND STRAP A	EACH	$	242.00	11%	$ 215.38
1B-5	MM-UN16CCAC	PANASONIC	TOUGHBOOK ACCESSORY	16 Device Charging Cabinet for Laptop and Tablets – Solution includes assembled 16 device charging cabinet, v	EACH	$	992.00	11%	$ 882.88
1T-9	MM-UN32CCAC	PANASONIC	TOUGHBOOK ACCESSORY	32 Device Charging Cabinet for Laptop and Tablets – Solution includes assembled 32 device charging cart with	EACH	$	1,794.61	11%	$ 1,597.20
1T-9	IN-UNLOGO	PANASONIC	TOUGHBOOK ACCESSORY	CUSTOM LOGO MOQ 200, embroidered, must be ordered with TBCBK-P or TBCCOMUNV-P	EACH	$	16.00	11%	$ 14.24
1T-8	LI-N1UA5DC	PANASONIC	TOUGHBOOK ACCESSORY	LIND 5VDC 10W 2A MICRO USB ADAPTER COMPATIBILITY: FZ-N1 FZ-T1 FZ-L1 -VEHICLE DOCK	EACH	$	80.00	11%	$ 71.20
1B-5	LI-UNDC90BW6F	PANASONIC	TOUGHBOOK ACCESSORY	DC ADAPTER 12-32VDC 72" BARE WIRE INPUT, 72" OUTPUT 90WATT - COMP WITH FZ-A3, CF-20, CF-31, CF-3	EACH	$	175.00	11%	$ 155.75
1B-5	LI-S1W10USBC	PANASONIC	TOUGHBOOK ACCESSORY	LIND 10W ISOLATED ADAPTER USB-C CONNECTOR COMPATIBLE WITH S1/L1 DOCK	EACH	$	209.00	11%	$ 186.01
1B-5	LI-G2W80BISO	PANASONIC	TOUGHBOOK ACCESSORY	LIND POWER ADAPTER 80W ISOLATED COMPATIBLE WITH THE FZ-G2	EACH	$	320.00	11%	$ 284.80
1B-5	IN-S1AOC	PANASONIC	TOUGHBOOK ACCESSORY	Toughmate Always-On Case for the TOUGHBOOK S1	EACH	$	99.00	11%	$ 88.11
1T-9	SLK-101-M-USB-P	PANASONIC	TOUGHBOOK ACCESSORY	iKey NEMA 4X (IP67) Keyboard with Mount Holes, Backlit, 12 Function Keys, Dedicated 10-Key Number Pad, U	EACH	$	440.00	11%	$ 391.60
1B-5	SL-86-911-TP-USB-P	PANASONIC	TOUGHBOOK ACCESSORY	iKey NEMA 4X (IP67) Keyboard with Mount Holes, Backlit, Emergency Key, 12 Function Keys, Integrated Touch	EACH	$	395.00	11%	$ 351.55
1B-5	IK-88-TP-USB-P	PANASONIC	TOUGHBOOK ACCESSORY	BACKLIT KEYBOARD WITH INTEGRATED TOUCHPAD AND USB CABLE, for all Toughbook	EACH	$	395.00	11%	$ 351.55
1T-8	SB-87-TP-M-USB-P	PANASONIC	TOUGHBOOK ACCESSORY	ULTRA-THIN MOBILE KEYBOARD WITH VESA MOUNTING PATTERN, RED BACKLIGHTING AND USB CABLE, for a	EACH	$	395.00	11%	$ 351.55
1T-7	IK-TR-911-RED-P	PANASONIC	TOUGHBOOK ACCESSORY	Full-travel keyboard with attachment versatility, for all Toughbook	EACH	$	489.12	11%	$ 435.32
1B-5	SB-97-TP-USB-P	PANASONIC	TOUGHBOOK ACCESSORY	iKey NEMA 4X Sealed Sanitizable Ultra Thin Keyboard, Green Backlit, Rubber Keys, 12 Function Keys, Integrate	EACH	$	395.00	11%	$ 351.55
1B-5	IN-55MODX	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHMATE ModuFlex Platform for the Panasonic TOUGHBOOK 55	EACH	$	99.00	11%	$ 88.11
1B-5	IN-55AOC	PANASONIC	TOUGHBOOK ACCESSORY	INFOCASE - TOUGHMATE ALWAYS-ON CASE for the Panasonic TOUGHBOOK 55	EACH	$	109.00	11%	$ 97.01
1B-5	IN-UNFABBL	PANASONIC	TOUGHBOOK ACCESSORY	FIELDMATE ADJUSTABLE BELT, BLACK, for all Toughbook	EACH	$	12.00	11%	$ 10.68
1T-8	MC-N1HBBME	PANASONIC	TOUGHBOOK ACCESSORY	MODCOM MC1 HEADBAND - BTN MONO - COMPATIBILE WITH MODCOM BLUETOOTH HEADSET, for all Toug	EACH	$	37.95	11%	$ 33.78
1T-8	IK-UNIVMLAPD	PANASONIC	TOUGHBOOK ACCESSORY	12.1 IN VEHICLE MONITOR PDRC (LAPD), for all Toughbook	EACH	$	2,300.00	11%	$ 2,047.00
1T-8	CP-IBR900EXD	PANASONIC	TOUGHBOOK ACCESSORY	COR EXTENSIBILITY DOCK FOR IBR900/IBR950 SERIES ROUTERS, for all Toughbook	EACH	$	179.99	11%	$ 160.19
1T-8	CP-EX2SC	PANASONIC	TOUGHBOOK ACCESSORY	COR EXTENSIBILITY PORT TO SERIAL CABLE, for all Toughbook	EACH	$	79.99	11%	$ 71.19
1T-8	SL-80-TP-P	PANASONIC	TOUGHBOOK ACCESSORY	COMPACT MOBILE IP65 BACKLIT KEYBOARD WITH TOUCHPAD, for all Toughbook	EACH	$	395.00	11%	$ 351.55
1T-8	FM-4X6PCH-P	PANASONIC	TOUGHBOOK ACCESSORY	Infocase Nylon Pouch, Fits Verifone E355, accommodates shoulder strap, not included, for all Toughbook	EACH	$	39.00	11%	$ 34.71
1T-8	TBC-DURASTP-BLK-P	PANASONIC	TOUGHBOOK ACCESSORY	Adjustable Shoulder Strap, Sanitizable, ideal for healthcare, food service, or other bio-sensitive environments,	EACH	$	29.99	11%	$ 26.69
1T-8	IN-A3XSTP	PANASONIC	TOUGHBOOK ACCESSORY	TOUGHMATE X STRAP COMPATIBLE WITH THE FZ-A3	EACH	$	49.00	11%	$ 43.61
1T-8	LI-UNDC30BW	PANASONIC	TOUGHBOOK ACCESSORY	LIND POWER SUPPLY - DC/DC,PANA,12-16VIN FUSED BARE WIRE INPUT, 36" OUTPUT COMPATIBLE WITH FZ-M	EACH	$	90.95	11%	$ 80.95
1B-5	MC-N1H10BC	PANASONIC	TOUGHBOOK ACCESSORY	MODCOM MC1 10 BAY CHARGER WITH MULTI COUNTRY WALL ADAPTER - COMPATIBILITY FZ-N1, FZ-L1, FZ-T	EACH	$	182.67	11%	$ 162.58
1B-5	GJ-33DSSB	PANASONIC	TOUGHBOOK ACCESSORY	GAMBER-JOHNSON SWIVEL BASE FOR TOUGHBOOK 33 DOCKING STATION. PROVIDES SWIVEL AND FORWARD	EACH	$	150.00	11%	$ 133.50
1B-5	GJ33-7160-1234	PANASONIC	TOUGHBOOK ACCESSORY	IKEY DISPLAY AND KEYBOARD MOUNT WITH SWIVEL BASE FOR CF-33	EACH	$	411.06	11%	$ 365.84
1T-8	TBCSHSTRP-P	PANASONIC	TOUGHBOOK ACCESSORY	InfoCase Replacement Shoulder Strap for All Toughbook	EACH	$	10.00	11%	$ 8.90
1T-8	7160-0543-00	PANASONIC	TOUGHBOOK ACCESSORY	Gamber-Johnson vehicle Cradle for the Panasonic Toughpad FZ-M1 tablet. No electronics.	EACH	$	351.00	11%	$ 312.39
1T-8	CF-LNDCAB72OYT	PANASONIC	TOUGHBOOK ACCESSORY	Lind 72-inch output cable for CF-LNDDC80 with Yellow Tip Plug	EACH	$	19.95	11%	$ 17.76
S	CP-SVC5GNCRE1Y	PANASONIC	TOUGHBOOK SERVICES	1-yr Renewal NetCloud Mobile Performance Essentials Plan	EACH	$	246.00	0%	$ 246.00
S	CF-SVCLTNF4Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2, 3 and 4)	EACH	$	556.00	0%	$ 556.00
S	CP-SVC5GNCRE3Y	PANASONIC	TOUGHBOOK SERVICES	3-yr Renewal NetCloud Mobile Performance Essentials Plan	EACH	$	738.00	0%	$ 738.00
S	CP-SVC5GNCRE5Y	PANASONIC	TOUGHBOOK SERVICES	5-yr Renewal NetCloud Mobile Performance Essentials Plan	EACH	$	1,230.00	0%	$ 1,230.00
S	CP-SVC5GAP1Y	PANASONIC	TOUGHBOOK SERVICES	1-yr NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan)	EACH	$	204.00	0%	$ 204.00

S	CP-SVC5GAP3Y	PANASONIC	TOUGHBOOK SERVICES	3-yr NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan)	EACH	$ 612.00	0%	$ 612.00
S	CP-SVC5GAP5Y	PANASONIC	TOUGHBOOK SERVICES	5-yr NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan)	EACH	$ 1,020.00	0%	$ 1,020.00
S	CP-SVC5GNCRA1Y	PANASONIC	TOUGHBOOK SERVICES	1-yr Renewal NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan)	EACH	$ 204.00	0%	$ 204.00
S	CP-SVC5GNCRA3Y	PANASONIC	TOUGHBOOK SERVICES	3-yr Renewal NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan)	EACH	$ 612.00	0%	$ 612.00
S	CP-SVC5GNCRA5Y	PANASONIC	TOUGHBOOK SERVICES	5-yr Renewal NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan)	EACH	$ 1,020.00	0%	$ 1,020.00
S	CP-SVC5GNCREA1Y	PANASONIC	TOUGHBOOK SERVICES	1-yr Renewal NetCloud Mobile Performance Essentials Plan and Advanced Plan	EACH	$ 450.00	0%	$ 450.00
S	CP-SVC5GNCREA3Y	PANASONIC	TOUGHBOOK SERVICES	3-yr Renewal NetCloud Mobile Performance Essentials Plan and Advanced Plan	EACH	$ 1,350.00	0%	$ 1,350.00
S	CP-SVC5GNCREA5Y	PANASONIC	TOUGHBOOK SERVICES	5-yr Renewal NetCloud Mobile Performance Essentials Plan and Advanced Plan	EACH	$ 2,250.00	0%	$ 2,250.00
S	ST-DEPINBCFR36B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit - Tablet Solution Engineered specifically for new Broward County Fire / Rescu	EACH	$ 3,085.00	0%	$ 3,085.00
S	ST-DEPINFLF01A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services Solution Engineered specifically for Ft. Lauderdale Fire vehicles with existing, ar	EACH	$ 710.00	0%	$ 710.00
S	ST-DEPINBCFR36A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services Solution Engineered specifically for Broward County Fire and EMS vehicles with	EACH	$ 1,020.00	0%	$ 1,020.00
S	ST-DEPINBCFR35B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit - Tablet Solution Engineered specifically for Broward County Fire / Rescue vel	EACH	$ 2,750.00	0%	$ 2,750.00
S	ST-DEPINFLF01B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit - Tablet Solution Engineered specifically for Ft. Lauderdale Fire vehicles with	EACH	$ 2,530.00	0%	$ 2,530.00
S	ST-DEPINBCFR35A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services Solution Engineered specifically for Broward County Fire and EMS vehicles with	EACH	$ 995.00	0%	$ 995.00
S	SVC-HAPKG55435	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For 2019-2025 Chevrolet Silverado Include:	EACH	$ 2,271.00	0%	$ 2,271.00
S	SVC-HAPKG55352	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For 2013-2024 Dodge Ram Includes 55 Lap	EACH	$ 2,277.00	0%	$ 2,277.00
S	SVC-HAPKG55385	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For Ford F150 & F150 Lightning Includes 55	EACH	$ 2,259.00	0%	$ 2,259.00
S	SVC-HAPKG333003	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For 2019-2025 Chevrolet Silverado Include:	EACH	$ 2,583.00	0%	$ 2,583.00
S	SVC-HAPKG33352	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For 2013-2024 Dodge Ram Includes 33 2-in	EACH	$ 2,589.00	0%	$ 2,589.00
S	SVC-HAPKG33383	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For 2015-2025 Ford Transit Includes 33 2-i	EACH	$ 2,618.00	0%	$ 2,618.00
S	SVC-HAPKG33385	PANASONIC	TOUGHBOOK SERVICES	Panasonic Package With Premium Laptop Pedestal Mount Package For Ford F150 & F150 Lightning Includes 33	EACH	$ 2,571.00	0%	$ 2,571.00
S	SVC-ABLVGOV1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 12 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 15.49	0%	$ 15.49
S	SVC-ABLVGOV2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 24 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 29.45	0%	$ 29.45
S	SVC-ABLVGOV3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 36 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 39.52	0%	$ 39.52
1T-1	SVC-ABLVGOV4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 48 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 51.14	0%	$ 51.14
1T-1	SVC-ABLVGOV5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 60 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 62.00	0%	$ 62.00
1T-1	SVC-ABLVGOV1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 12 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 15.02	0%	$ 15.02
1T-1	SVC-ABLVGOV2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 24 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 28.55	0%	$ 28.55
1T-1	SVC-ABLVGOV3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 36 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 38.32	0%	$ 38.32
S	SVC-ABLVGOV4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 48 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 49.60	0%	$ 49.60
S	SVC-ABLVGOV5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 60 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 61.00	0%	$ 61.00
S	SVC-ABLVGOV1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 12 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 14.58	0%	$ 14.58
S	SVC-ABLVGOV2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 24 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 27.71	0%	$ 27.71
S	SVC-ABLVGOV3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 36 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 37.18	0%	$ 37.18
S	SVC-ABLVGOV4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 48 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 48.11	0%	$ 48.11
S	SVC-ABLVGOV5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 60 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 58.31	0%	$ 58.31
S	SVC-ABLVGOV1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 12 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 14.15	0%	$ 14.15
S	SVC-ABLVGOV2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 24 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 26.87	0%	$ 26.87
S	SVC-ABLVGOV3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 36 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 36.06	0%	$ 36.06
S	SVC-ABLVGOV4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 48 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 46.67	0%	$ 46.67
S	SVC-ABLVGOV5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 60 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 56.56	0%	$ 56.56
S	SVC-ABLVGOV1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 12 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 13.71	0%	$ 13.71
S	SVC-ABLVGOV2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 24 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 26.06	0%	$ 26.06
S	SVC-ABLVGOV3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 36 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 34.98	0%	$ 34.98
S	SVC-ABLVGOV4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 48 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 45.27	0%	$ 45.27
S	SVC-ABLVGOV5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 60 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 54.87	0%	$ 54.87
S	SVC-ABLVGOV1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 12 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 13.31	0%	$ 13.31
S	SVC-ABLVGOV2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 24 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 25.28	0%	$ 25.28
S	SVC-ABLVGOV3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 36 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 33.93	0%	$ 33.93
S	SVC-ABLVGOV4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 48 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 43.91	0%	$ 43.91
S	SVC-ABLVGOV5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility - 60 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 53.22	0%	$ 53.22
S	SVC-ABLRENT3YI	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 50,000-99,999 Unit Volume	EACH	$ 108.00	0%	$ 108.00
S	SVC-ABLRENT5YI	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 50,000-99,999 Unit Volume	EACH	$ 169.00	0%	$ 169.00
S	SVC-ABLRENT1YI	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 50,000-99,999 Unit Volume	EACH	$ 41.88	0%	$ 41.88
S	SVC-ABLRENT4YI	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 50,000-99,999 Unit Volume	EACH	$ 139.00	0%	$ 139.00
S	SVC-ABLRENT2YI	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 50,000-99,999 Unit Volume	EACH	$ 80.00	0%	$ 80.00
S	SVC-ABLRSENT1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 12 Month Term - 1-249 Unit Volume	EACH	$ 63.00	0%	$ 63.00
S	SVC-ABLRSENT2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 24 Month Term - 1-249 Unit Volume	EACH	$ 120.00	0%	$ 120.00
S	SVC-ABLRSENT3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 36 Month Term - 1-249 Unit Volume	EACH	$ 160.00	0%	$ 160.00
S	SVC-ABLRSENT4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 48 Month Term - 1-249 Unit Volume	EACH	$ 208.00	0%	$ 208.00
S	SVC-ABLRSENT5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 60 Month Term - 1-249 Unit Volume	EACH	$ 252.00	0%	$ 252.00
S	SVC-ABLRSENT1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 12 Month Term - 250-499 Unit Volume	EACH	$ 61.00	0%	$ 61.00
S	SVC-ABLRSENT2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 24 Month Term - 250-499 Unit Volume	EACH	$ 117.00	0%	$ 117.00
S	SVC-ABLRSENT3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 36 Month Term - 250-499 Unit Volume	EACH	$ 156.00	0%	$ 156.00
S	SVC-ABLRSENT4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 48 Month Term - 250-499 Unit Volume	EACH	$ 202.00	0%	$ 202.00
S	SVC-ABLRSENT5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 60 Month Term - 250-499 Unit Volume	EACH	$ 244.00	0%	$ 244.00
S	SVC-ABLRSENT1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 12 Month Term - 500-999 Unit Volume	EACH	$ 59.00	0%	$ 59.00
S	SVC-ABLRSENT2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 24 Month Term - 500-999 Unit Volume	EACH	$ 113.00	0%	$ 113.00
S	SVC-ABLRSENT3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 36 Month Term - 500-999 Unit Volume	EACH	$ 151.00	0%	$ 151.00
S	SVC-ABLRSENT4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 48 Month Term - 500-999 Unit Volume	EACH	$ 196.00	0%	$ 196.00
S	SVC-ABLRSENT5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 60 Month Term - 500-999 Unit Volume	EACH	$ 237.00	0%	$ 237.00
S	SVC-ABLRSENT1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 57.24	0%	$ 57.24
S	SVC-ABLRSENT2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 110.00	0%	$ 110.00
S	SVC-ABLRSENT3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 148.00	0%	$ 148.00
S	SVC-ABLRSENT4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 190.00	0%	$ 190.00
S	SVC-ABLRSENT5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 230.00	0%	$ 230.00
S	SVC-ABLRSENT1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 55.52	0%	$ 55.52
S	SVC-ABLRSENT2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 106.00	0%	$ 106.00
S	SVC-ABLRSENT3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 143.00	0%	$ 143.00
S	SVC-ABLRSENT4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 184.00	0%	$ 184.00
S	SVC-ABLRSENT5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 223.00	0%	$ 223.00
S	SVC-ABLRSENT1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 53.85	0%	$ 53.85
S	SVC-ABLRSENT2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 103.00	0%	$ 103.00
1T-1	SVC-ABLRSENT3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 138.00	0%	$ 138.00
1T-1	SVC-ABLRSENT4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Security, Commerical/Enterprise - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 179.00	0%	$ 179.00
1T-1	SVC-ABLRGOV1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 12 Month Term - 1-249 Unit Volume - For State and Local Government	EACH	$ 49.38	0%	$ 49.38
1T-1	SVC-ABLRGOV2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 24 Month Term - 1-249 Unit Volume - For State and Local Government	EACH	$ 95.00	0%	$ 95.00
1T-1	SVC-ABLRGOV3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 36 Month Term - 1-249 Unit Volume - For State and Local Government	EACH	$ 128.00	0%	$ 128.00
1T-1	SVC-ABLRGOV4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 48 Month Term - 1-249 Unit Volume - For State and Local Government	EACH	$ 164.00	0%	$ 164.00
1T-1	SVC-ABLRGOV5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 60 Month Term - 1-249 Unit Volume - For State and Local Government	EACH	$ 198.00	0%	$ 198.00
1T-1	SVC-ABLRGOV1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 12 Month Term - 250-499 Unit Volume - For State and Local Government	EACH	$ 47.89	0%	$ 47.89
1T-1	SVC-ABLRGOV2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 24 Month Term - 250-499 Unit Volume - For State and Local Government	EACH	$ 92.00	0%	$ 92.00
1T-1	SVC-ABLRGOV3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 36 Month Term - 250-499 Unit Volume - For State and Local Government	EACH	$ 123.00	0%	$ 123.00
1T-1	SVC-ABLRGOV4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 48 Month Term - 250-499 Unit Volume - For State and Local Government	EACH	$ 159.00	0%	$ 159.00
1T-1	SVC-ABLRGOV5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 60 Month Term - 250-499 Unit Volume - For State and Local Government	EACH	$ 192.00	0%	$ 192.00
1T-1	SVC-ABLRGOV1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 12 Month Term - 500-999 Unit Volume - For State and Local Government	EACH	$ 46.46	0%	$ 46.46
1T-1	SVC-ABLRGOV2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 24 Month Term - 500-999 Unit Volume - For State and Local Government	EACH	$ 90.00	0%	$ 90.00
1T-1	SVC-ABLRGOV3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 36 Month Term - 500-999 Unit Volume - For State and Local Government	EACH	$ 119.00	0%	$ 119.00
1T-1	SVC-ABLRGOV4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 48 Month Term - 500-999 Unit Volume - For State and Local Government	EACH	$ 155.00	0%	$ 155.00
1T-1	SVC-ABLRGOV5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 60 Month Term - 500-999 Unit Volume - For State and Local Government	EACH	$ 186.00	0%	$ 186.00
1T-1	SVC-ABLRGOV1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 12 Month Term - 1,000-2,499 Unit Volume - For State and Local Government	EACH	$ 45.07	0%	$ 45.07
1T-1	SVC-ABLRGOV2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 24 Month Term - 1,000-2,499 Unit Volume - For State and Local Government	EACH	$ 86.00	0%	$ 86.00
1T-1	SVC-ABLRGOV3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 36 Month Term - 1,000-2,499 Unit Volume - For State and Local Government	EACH	$ 116.00	0%	$ 116.00
1T-1	SVC-ABLRGOV4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 48 Month Term - 1,000-2,499 Unit Volume - For State and Local Government	EACH	$ 150.00	0%	$ 150.00
1T-1	SVC-ABLRGOV5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 60 Month Term - 1,000-2,499 Unit Volume - For State and Local Government	EACH	$ 182.00	0%	$ 182.00
1T-1	SVC-ABLRGOV1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 12 Month Term - 2,500-4,999 Unit Volume - For State and Local Government	EACH	$ 43.72	0%	$ 43.72
1T-1	SVC-ABLRGOV2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 24 Month Term - 2,500-4,999 Unit Volume - For State and Local Government	EACH	$ 84.00	0%	$ 84.00
1T-1	SVC-ABLRGOV3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 36 Month Term - 2,500-4,999 Unit Volume - For State and Local Government	EACH	$ 112.00	0%	$ 112.00
1T-1	SVC-ABLRGOV4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 48 Month Term - 2,500-4,999 Unit Volume - For State and Local Government	EACH	$ 145.00	0%	$ 145.00
1T-1	SVC-ABLRGOV5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 60 Month Term - 2,500-4,999 Unit Volume - For State and Local Government	EACH	$ 176.00	0%	$ 176.00
1T-1	SVC-ABLRGOV1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 12 Month Term - 5,000-9,999 Unit Volume - For State and Local Government	EACH	$ 42.40	0%	$ 42.40
1T-1	SVC-ABLRGOV2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 24 Month Term - 5,000-9,999 Unit Volume - For State and Local Government	EACH	$ 82.00	0%	$ 82.00
S	SVC-ABLRGOV3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 36 Month Term - 5,000-9,999 Unit Volume - For State and Local Government	EACH	$ 109.00	0%	$ 109.00
S	SVC-ABLRGOV4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 48 Month Term - 5,000-9,999 Unit Volume - For State and Local Government	EACH	$ 140.00	0%	$ 140.00
S	SVC-ABLRGOV5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience - 60 Month Term - 5,000-9,999 Unit Volume - For State and Local Government	EACH	$ 171.00	0%	$ 171.00
S	SVC-ABLCGOV1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 12 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 31.73	0%	$ 31.73
S	SVC-ABLCGOV2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 24 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 61.00	0%	$ 61.00
S	SVC-ABLCGOV3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 36 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 82.00	0%	$ 82.00
1T-1	SVC-ABLCGOV4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 48 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 105.00	0%	$ 105.00
1T-1	SVC-ABLCGOV5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 60 Month Term - 1-249 Unit Volume - For Local, State and Federal Government	EACH	$ 128.00	0%	$ 128.00
1T-1	SVC-ABLCGOV1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 12 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 30.78	0%	$ 30.78

1T-1	SVC-ABLCGOV2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 24 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 58.48	0%	$ 58.48
1T-1	SVC-ABLCGOV3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 36 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 79.00	0%	$ 79.00
1T-1	SVC-ABLCGOV4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 48 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 103.00	0%	$ 103.00
1T-1	SVC-ABLCGOV5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 60 Month Term - 250-499 Unit Volume - For Local, State and Federal Government	EACH	$ 124.00	0%	$ 124.00
1T-1	SVC-ABLCGOV1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 12 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 29.85	0%	$ 29.85
1T-1	SVC-ABLCGOV2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 24 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 56.72	0%	$ 56.72
1T-1	SVC-ABLCGOV3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 36 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 77.00	0%	$ 77.00
1T-1	SVC-ABLCGOV4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 48 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 99.00	0%	$ 99.00
1T-1	SVC-ABLCGOV5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 60 Month Term - 500-999 Unit Volume - For Local, State and Federal Government	EACH	$ 120.00	0%	$ 120.00
1T-1	SVC-ABLCGOV1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 12 Month Term - 1,000-2,499 Unit Volume - For Federal Government	EACH	$ 28.95	0%	$ 28.95
1T-1	SVC-ABLCGOV2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 24 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 55.02	0%	$ 55.02
1T-1	SVC-ABLCGOV3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 36 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 74.00	0%	$ 74.00
1T-1	SVC-ABLCGOV4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 48 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 97.00	0%	$ 97.00
1T-1	SVC-ABLCGOV5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 60 Month Term - 1,000-2,499 Unit Volume - For Local, State and Federal Government	EACH	$ 117.00	0%	$ 117.00
1T-1	SVC-ABLCGOV1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 12 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 28.09	0%	$ 28.09
1T-1	SVC-ABLCGOV2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 24 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 53.36	0%	$ 53.36
1T-1	SVC-ABLCGOV3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 36 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 72.00	0%	$ 72.00
1T-1	SVC-ABLCGOV4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 48 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 93.00	0%	$ 93.00
1T-1	SVC-ABLCGOV5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 60 Month Term - 2,500-4,999 Unit Volume - For Local, State and Federal Government	EACH	$ 113.00	0%	$ 113.00
1T-1	SVC-ABLCGOV1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 12 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 27.25	0%	$ 27.25
1T-1	SVC-ABLCGOV2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 24 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 51.76	0%	$ 51.76
1T-1	SVC-ABLCGOV3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 36 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 70.00	0%	$ 70.00
1T-1	SVC-ABLCGOV4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 48 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 91.00	0%	$ 91.00
1T-1	SVC-ABLCGOV5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control - 60 Month Term - 5,000-9,999 Unit Volume - For Local, State and Federal Government	EACH	$ 110.00	0%	$ 110.00
1T-1	SVC-ABLRENT1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 1-249 Unit Volume	EACH	$ 54.87	0%	$ 54.87
1T-1	SVC-ABLRENT2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 1-249 Unit Volume	EACH	$ 105.00	0%	$ 105.00
1T-1	SVC-ABLRENT3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 1-249 Unit Volume	EACH	$ 140.00	0%	$ 140.00
1T-1	SVC-ABLRENT4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 1-249 Unit Volume	EACH	$ 182.00	0%	$ 182.00
1T-1	SVC-ABLRENT5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 1-249 Unit Volume	EACH	$ 220.00	0%	$ 220.00
1T-1	SVC-ABLRENT1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 250-499 Unit Volume	EACH	$ 53.22	0%	$ 53.22
1T-1	SVC-ABLRENT2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 250-499 Unit Volume	EACH	$ 102.00	0%	$ 102.00
1T-1	SVC-ABLRENT3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 250-499 Unit Volume	EACH	$ 137.00	0%	$ 137.00
1T-1	SVC-ABLRENT4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 250-499 Unit Volume	EACH	$ 177.00	0%	$ 177.00
1T-1	SVC-ABLRENT5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 250-499 Unit Volume	EACH	$ 213.00	0%	$ 213.00
1T-1	SVC-ABLRENT1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 500-999 Unit Volume	EACH	$ 51.62	0%	$ 51.62
1T-1	SVC-ABLRENT2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 500-999 Unit Volume	EACH	$ 99.00	0%	$ 99.00
1T-1	SVC-ABLRENT3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 500-999 Unit Volume	EACH	$ 132.00	0%	$ 132.00
1T-1	SVC-ABLRENT4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 500-999 Unit Volume	EACH	$ 171.00	0%	$ 171.00
1T-1	SVC-ABLRENT5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 500-999 Unit Volume	EACH	$ 208.00	0%	$ 208.00
1T-1	SVC-ABLRENT1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 50.07	0%	$ 50.07
1T-1	SVC-ABLRENT2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 96.00	0%	$ 96.00
1T-1	SVC-ABLRENT3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 129.00	0%	$ 129.00
1T-1	SVC-ABLRENT4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 166.00	0%	$ 166.00
1T-1	SVC-ABLRENT5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 202.00	0%	$ 202.00
1T-1	SVC-ABLRENT1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 48.56	0%	$ 48.56
1T-1	SVC-ABLRENT2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 93.00	0%	$ 93.00
1T-1	SVC-ABLRENT3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 125.00	0%	$ 125.00
1T-1	SVC-ABLRENT4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 162.00	0%	$ 162.00
1T-1	SVC-ABLRENT5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 196.00	0%	$ 196.00
1T-1	SVC-ABLRENT1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 47.11	0%	$ 47.11
1T-1	SVC-ABLRENT2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 91.00	0%	$ 91.00
1T-1	SVC-ABLRENT3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 122.00	0%	$ 122.00
1T-1	SVC-ABLRENT4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 157.00	0%	$ 157.00
1T-1	SVC-ABLRENT5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Commercial/Enterprise - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 190.00	0%	$ 190.00
1T-1	SVC-ABLCENT1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 12 Month Term - 1-249 Unit Volume	EACH	$ 35.26	0%	$ 35.26
1T-1	SVC-ABLCENT2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 24 Month Term - 1-249 Unit Volume	EACH	$ 67.00	0%	$ 67.00
1T-1	SVC-ABLCENT3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 36 Month Term - 1-249 Unit Volume	EACH	$ 91.00	0%	$ 91.00
S	SVC-ABLCENT4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 48 Month Term - 1-249 Unit Volume	EACH	$ 117.00	0%	$ 117.00
S	SVC-ABLCENT5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 60 Month Term - 1-249 Unit Volume	EACH	$ 142.00	0%	$ 142.00
S	SVC-ABLCENT1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 12 Month Term - 250-499 Unit Volume	EACH	$ 34.20	0%	$ 34.20
S	SVC-ABLCENT2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 24 Month Term - 250-499 Unit Volume	EACH	$ 65.00	0%	$ 65.00
S	SVC-ABLCENT3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 36 Month Term - 250-499 Unit Volume	EACH	$ 89.00	0%	$ 89.00
S	SVC-ABLCENT4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 48 Month Term - 250-499 Unit Volume	EACH	$ 113.00	0%	$ 113.00
S	SVC-ABLCENT5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 60 Month Term - 250-499 Unit Volume	EACH	$ 138.00	0%	$ 138.00
S	SVC-ABLCENT1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 12 Month Term - 500-999 Unit Volume	EACH	$ 33.18	0%	$ 33.18
S	SVC-ABLCENT2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 24 Month Term - 500-999 Unit Volume	EACH	$ 64.00	0%	$ 64.00
S	SVC-ABLCENT3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 36 Month Term - 500-999 Unit Volume	EACH	$ 85.00	0%	$ 85.00
S	SVC-ABLCENT4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 48 Month Term - 500-999 Unit Volume	EACH	$ 111.00	0%	$ 111.00
S	SVC-ABLCENT5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 60 Month Term - 500-999 Unit Volume	EACH	$ 133.00	0%	$ 133.00
S	SVC-ABLCENT1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 32.18	0%	$ 32.18
S	SVC-ABLCENT2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 62.00	0%	$ 62.00
S	SVC-ABLCENT3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 83.00	0%	$ 83.00
S	SVC-ABLCENT4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 108.00	0%	$ 108.00
S	SVC-ABLCENT5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 130.00	0%	$ 130.00
S	SVC-ABLCENT1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 31.21	0%	$ 31.21
S	SVC-ABLCENT2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 60.00	0%	$ 60.00
S	SVC-ABLCENT3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 80.00	0%	$ 80.00
S	SVC-ABLCENT4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 104.00	0%	$ 104.00
S	SVC-ABLCENT5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 126.00	0%	$ 126.00
S	SVC-ABLCENT1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 30.27	0%	$ 30.27
S	SVC-ABLCENT2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 57.52	0%	$ 57.52
1T-1	SVC-ABLCENT3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 78.00	0%	$ 78.00
1T-1	SVC-ABLCENT4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 100.00	0%	$ 100.00
1T-1	SVC-ABLCENT5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Commercial/Enterprise - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 122.00	0%	$ 122.00
S	SVC-ABLVENT1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 12 Month Term - 1-249 Unit Volume	EACH	$ 17.22	0%	$ 17.22
1T-1	SVC-ABLVENT2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 24 Month Term - 1-249 Unit Volume	EACH	$ 32.71	0%	$ 32.71
S	SVC-ABLVENT3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 36 Month Term - 1-249 Unit Volume	EACH	$ 43.91	0%	$ 43.91
S	SVC-ABLVENT4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 48 Month Term - 1-249 Unit Volume	EACH	$ 56.81	0%	$ 56.81
S	SVC-ABLVENT5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 60 Month Term - 1-249 Unit Volume	EACH	$ 69.00	0%	$ 69.00
S	SVC-ABLVENT1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 12 Month Term - 250-499 Unit Volume	EACH	$ 16.71	0%	$ 16.71
S	SVC-ABLVENT2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 24 Month Term - 250-499 Unit Volume	EACH	$ 31.73	0%	$ 31.73
S	SVC-ABLVENT3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 36 Month Term - 250-499 Unit Volume	EACH	$ 42.59	0%	$ 42.59
S	SVC-ABLVENT4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 48 Month Term - 250-499 Unit Volume	EACH	$ 55.11	0%	$ 55.11
S	SVC-ABLVENT5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 60 Month Term - 250-499 Unit Volume	EACH	$ 67.00	0%	$ 67.00
S	SVC-ABLVENT1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 12 Month Term - 500-999 Unit Volume	EACH	$ 16.20	0%	$ 16.20
S	SVC-ABLVENT2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 24 Month Term - 500-999 Unit Volume	EACH	$ 30.78	0%	$ 30.78
S	SVC-ABLVENT3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 36 Month Term - 500-999 Unit Volume	EACH	$ 41.31	0%	$ 41.31
S	SVC-ABLVENT4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 48 Month Term - 500-999 Unit Volume	EACH	$ 53.46	0%	$ 53.46
S	SVC-ABLVENT5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 60 Month Term - 500-999 Unit Volume	EACH	$ 65.00	0%	$ 65.00
S	SVC-ABLVENT1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 15.72	0%	$ 15.72
S	SVC-ABLVENT2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 29.85	0%	$ 29.85
S	SVC-ABLVENT3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 40.06	0%	$ 40.06
S	SVC-ABLVENT4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 51.86	0%	$ 51.86
S	SVC-ABLVENT5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 63.00	0%	$ 63.00
S	SVC-ABLVENT1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 15.25	0%	$ 15.25
S	SVC-ABLVENT2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 28.95	0%	$ 28.95
S	SVC-ABLVENT3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 38.87	0%	$ 38.87
S	SVC-ABLVENT4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 50.29	0%	$ 50.29
S	SVC-ABLVENT5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 61.00	0%	$ 61.00
S	SVC-ABLVENT1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 14.78	0%	$ 14.78
S	SVC-ABLVENT2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 28.09	0%	$ 28.09
S	SVC-ABLVENT3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 37.69	0%	$ 37.69
S	SVC-ABLVENT4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 48.79	0%	$ 48.79
S	SVC-ABLVENT5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Commercial/Enterprise - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 60.00	0%	$ 60.00
S	FZ-SVCB2MCMB5Y	PANASONIC	TOUGHBOOK SERVICES	EDGE - 5 YEAR B2M B2M SMART SUITE COMBINATION SUBSCRIPTION SERVICE. INCLUDES SMART BATTERY M	EACH	$ 115.00	0%	$ 115.00
S	SVC-HAG2SD05Y	PANASONIC	TOUGHBOOK SERVICES	Havis 5 year extended warranty for Panasonic G1/G2 Standard dock	EACH	$ 163.00	0%	$ 163.00
1T-1	SVC-HAG2SD25Y	PANASONIC	TOUGHBOOK SERVICES	Havis 5 year extended warranty for Panasonic G1/G2 Standard dock with dual antenna	EACH	$ 220.00	0%	$ 220.00
1T-1	SVC-HAG2SD0P5Y	PANASONIC	TOUGHBOOK SERVICES	Havis 5 year extended warranty for Panasonic G1/G2 Standard dock with power supply	EACH	$ 302.00	0%	$ 302.00
1T-1	SVC-HAG2SD2P5Y	PANASONIC	TOUGHBOOK SERVICES	Havis 5 year extended warranty for Panasonic G1/G2 Standard dock with dual antenna and power supply	EACH	$ 376.00	0%	$ 376.00
1T-1	SVC-CPIOTEA1YR	PANASONIC	TOUGHBOOK SERVICES	1-yr Renewal NetCloud IoT Essentials Plan and Advanced Plan	EACH	$ 156.00	0%	$ 156.00
1T-1	SVC-ABLSAEC5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 60 Month Term - 500 to 999 Unit Volume	EACH	$ 835.00	0%	$ 835.00

1T-1	CF-SVCPSYSOAPOS	PANASONIC	TOUGHBOOK SERVICES	APOS 5TH YEAR ONLY PUBLIC SAFETY SERVICE BUNDLE ADD ON (YEAR 5 ONLY). ELIGIBLE UNITS MUST HAVE B	EACH	$ 467.00	0%	$ 467.00
1T-1	CF-SVCPSY4APOS	PANASONIC	TOUGHBOOK SERVICES	APOS 4TH YEAR PUBLIC SAFETY SERVICE BUNDLE ADD ON (YEAR 4 ONLY). ELIGIBLE UNITS MUST HAVE BEEN P	EACH	$ 439.00	0%	$ 439.00
1T-1	CF-SVCPSYSAPOS	PANASONIC	TOUGHBOOK SERVICES	APOS 4TH AND 5TH YEAR PUBLIC SAFETY SERVICE BUNDLE ADD ON (YEAR 4 5 ONLY). ELIGIBLE UNITS MUST H	EACH	$ 800.00	0%	$ 800.00
1T-1	CF-SVCPSY5	PANASONIC	TOUGHBOOK SERVICES	Public Sector 5th year Service Bundle. Includes 4th and 5th year of Premier Deployment service, 4th and 5th y	EACH	$ 717.00	0%	$ 717.00
1T-1	CF-SVCPSY4	PANASONIC	TOUGHBOOK SERVICES	4th year Public Safety Service Bundle Add on (Year 4 only) Must be purchased in conjunction with PS bundle ba	EACH	$ 395.00	0%	$ 395.00
1T-1	CF-SVCFES900	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 1,160.00	0%	$ 1,160.00
1T-1	CF-SVCFES150	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 195.00	0%	$ 195.00
1T-1	SVC-GJ55WKITCOND	PANASONIC	TOUGHBOOK SERVICES	OEM WORKSTATION CONSOLE KIT TOUGHBOOK 55 DOCK AND SHUTDOWN TIMER	EACH	$ 3,438.00	0%	$ 3,438.00
1T-1	SVC-GJ55FRKITD	PANASONIC	TOUGHBOOK SERVICES	OEM FREIGHTLINER M2 MOUNTING KIT WITH TOUGHBOOK 55 DOCKING STATION WITH NO PASS THRU	EACH	$ 4,164.00	0%	$ 4,164.00
1T-1	SVC-GJ33WKITCONT	PANASONIC	TOUGHBOOK SERVICES	OEM WORKSTATION CONSOLE KIT TOUGHBOOK 33 TABLET DOCK AND SHUTDOWN TIMER	EACH	$ 3,552.00	0%	$ 3,552.00
1T-1	SVC-GJ55FRKITC	PANASONIC	TOUGHBOOK SERVICES	OEM FREIGHTLINER M2 MOUNTING KIT WITH TOUGHBOOK 55 DOCKING CRADLE (NO ELECTRONICS)	EACH	$ 3,322.00	0%	$ 3,322.00
1T-1	CF-SVCFES700	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 900.00	0%	$ 900.00
1T-1	SVC-GJ55WKITCONC	PANASONIC	TOUGHBOOK SERVICES	OEM WORKSTATION CONSOLE KIT WITH TOUGHBOOK 55 CRADLE AND SHUTDOWN TIMER	EACH	$ 2,596.00	0%	$ 2,596.00
1T-1	CF-SVCFES800	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 1,030.00	0%	$ 1,030.00
1T-1	SVC-GJ33FRKITT	PANASONIC	TOUGHBOOK SERVICES	OEM FREIGHTLINER M2 MOUNTING KIT WITH TOUGHBOOK 33 DOCKING STATION NO PASS THRU	EACH	$ 4,614.00	0%	$ 4,614.00
1T-1	SVC-GJ33FRKITL	PANASONIC	TOUGHBOOK SERVICES	OEM FREIGHTLINER M2 MOUNTING KIT WITH TOUGHBOOK 33 DOCKING STATION NO PASS THRU	EACH	$ 4,278.00	0%	$ 4,278.00
1T-1	SVC-GJ33WKITCONL	PANASONIC	TOUGHBOOK SERVICES	OEM WORKSTATION CONSOLE KIT TOUGHBOOK 33 LAPTOP DOCK AND SHUTDOWN TIMER	EACH	$ 3,888.00	0%	$ 3,888.00
1T-1	CF-SVCFES600	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 775.00	0%	$ 775.00
1T-1	CF-SVCFES500	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 645.00	0%	$ 645.00
1T-1	CF-SVCFES1000	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 1,285.00	0%	$ 1,285.00
1T-1	CF-SVCBATXTDOD5Y	PANASONIC	TOUGHBOOK SERVICES	Federal Extended Battery Warranty - (Years 1, 2, 3, 4, and 5) for batteries that fall below 50% capacity as teste	EACH	$ 255.00	0%	$ 255.00
1T-1	CF-SVCPDXPAKINST	PANASONIC	TOUGHBOOK SERVICES	xPAK Installation Service at the Panasonic National Service Center for TOUGHBOOK Modular Units (TOUGHBO	EACH	$ 56.00	0%	$ 56.00
1T-1	CF-SVCLNEXTAPOS1Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Let's Note - APOS (Year 4) Model supported: CF-FV4 (HQ Pre-Approval Required)	EACH	$ 167.00	0%	$ 167.00
1T-1	CF-SVCLNEXTAPOS5Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Let's Note - APOS (Year 5) Model supported: CF-FV4 (HQ Pre-Approval Required)	EACH	$ 234.00	0%	$ 234.00
1T-1	CF-SVCLNEXT1Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Let's Note (Year 4) Model supported: CF-FV4	EACH	$ 112.00	0%	$ 112.00
1T-1	CF-SVCLNEXTAPOS2Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Let's Note - APOS (Years 4 and 5) Model supported: CF-FV4 (HQ Pre-Approval Required)	EACH	$ 334.00	0%	$ 334.00
1T-1	CF-SVCLNEXT2Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Let's Note (Years 4 and 5) Model supported: CF-FV4	EACH	$ 195.00	0%	$ 195.00
1T-1	CF-SVCLNBRZO1	PANASONIC	TOUGHBOOK SERVICES	Let's Note Bronze Deployment Opt1-Validate customer image on test device; Receive new device, one time loa	EACH	$ 50.00	0%	$ 50.00
1T-1	CF-SVCLNBRZO2	PANASONIC	TOUGHBOOK SERVICES	Let's Note Bronze Deployment Opt2-Validate customer image on test device; Receive new device, one time loa	EACH	$ 67.00	0%	$ 67.00
1T-1	FZ-SVCFESGEN10	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support - Generic: EXPERT MOBILITY ENGINEERING SERVICES PROVIDED DURING THE PLANN	EACH	$ 53.00	0%	$ 53.00
1T-1	CF-SVCLTAEX5Y	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) 5 Year (Years 1, 2, 3, 4, 5) Advanced Exchange Standa	EACH	$ 43.00	0%	$ 43.00
1T-1	FZ-SVCFESPS10	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support - Public Sector: EXPERT MOBILITY ENGINEERING SERVICES PROVIDED DURING THE P	EACH	$ 53.00	0%	$ 53.00
1T-1	FZ-SVCFESENT10	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support - Enterprise: EXPERT MOBILITY ENGINEERING SERVICES PROVIDED DURING THE PLA	EACH	$ 53.00	0%	$ 53.00
1T-1	FZ-SVCFESFED10	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support - Federal: EXPERT MOBILITY ENGINEERING SERVICES PROVIDED DURING THE PLANN	EACH	$ 53.00	0%	$ 53.00
1T-1	FZ-SVC1TBSSD4Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook No Return of Defective Drive - 1TB and 2TB SSD (Years 1, 2, 3, and 4) for CF-33, FZ-G2	EACH	$ 306.00	0%	$ 306.00
1T-1	CF-SVC1TBSSD4Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook No Return of Defective Drive - 1TB and 2TB SSD (Years 1, 2, 3, and 4) for FZ-40, FZ-55	EACH	$ 328.00	0%	$ 328.00
1T-1	CF-SVC1TBSSD5Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook No Return of Defective Drive - 1TB and 2TB SSD (Years 1, 2, 3, 4, and 5) for FZ-40, FZ-55	EACH	$ 444.00	0%	$ 444.00
S	FZ-SVC1TBSSD3Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook No Return of Defective Drive - 1TB and 2TB SSD (Years 1, 2, and 3) for CF-33, FZ-G2	EACH	$ 195.00	0%	$ 195.00
S	CF-SVCBATXTDOD3Y	PANASONIC	TOUGHBOOK SERVICES	Federal Extended Battery Warranty - (Years 1, 2, and 3) for batteries that fall below 50% capacity as tested by	EACH	$ 190.00	0%	$ 190.00
S	CF-SVCLTNF3YRP	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS+ WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2 and 3) Includes Customer Care options	EACH	$ 317.00	0%	$ 317.00
S	CF-SVCLTUCNF3YR	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection - Laptop (Years 1,2 and 3) Models supported: FZ-40 and FZ-55	EACH	$ 406.00	0%	$ 406.00
S	FZ-SVCTPNF4Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2, 3, and 4)	EACH	$ 550.00	0%	$ 550.00
S	FZ-SVCTPNF5Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2, 3, 4, and 5)	EACH	$ 834.00	0%	$ 834.00
S	FZ-SVCTPNF3YR	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3)	EACH	$ 350.00	0%	$ 350.00
S	FZ-SVCTPEXT2Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - TABLET PC (YEARS 4 and5) MODELS SUPPORTED: CF-33, FZ-G1, AND FZ-G2	EACH	$ 328.00	0%	$ 328.00
S	FZ-SVCTPEXTAPO2Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - TABLET PC APOS YEARS 4 and 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTEI	EACH	$ 445.00	0%	$ 445.00
S	FZ-SVCTPEXTAPOY4	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - TABLET PC APOS YEAR 4 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTED: CF-33	EACH	$ 189.00	0%	$ 189.00
S	FZ-SVCTPEXTAPOY5	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - TABLET PC APOS YEAR 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTED: CF-33	EACH	$ 334.00	0%	$ 334.00
S	FZ-SVCTPUCAPOS2Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - TABLET PC APOS YEARS 4 and 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPI	EACH	$ 834.00	0%	$ 834.00
S	FZ-SVCTPUCAPOSY4	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - TABLET PC APOS YEAR 4 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTED	EACH	$ 528.00	0%	$ 528.00
S	FZ-SVCTPUCAPOSY5	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - TABLET PC APOS YEAR 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTED	EACH	$ 606.00	0%	$ 606.00
S	FZ-SVCTPUCNF3Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - TABLET PC (YEARS 1,2 and 3) MODELS SUPPORTED: CF-33, FZ-G2	EACH	$ 434.00	0%	$ 434.00
S	FZ-SVCTPUCNF4Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - TABLET PC (YEARS 1,2,3,4) MMODELS SUPPORTED: CF-33, FZ-G2	EACH	$ 639.00	0%	$ 639.00
S	FZ-SVCTPUCNF5Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - TABLET PC (YEARS 1,2,3,4 and 5) MODELS SUPPORTED: CF-33, FZ-G2	EACH	$ 973.00	0%	$ 973.00
S	FZ-SVCTPNFAPOS2Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-33, FZ-G1, AND FZ-G2 APOS YEARS 4 and 5 (HQ PRE-APPROVAL REQUIRED	EACH	$ 750.00	0%	$ 750.00
S	FZ-SVCTPNFAPOSY4	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-33, FZ-G1, AND FZ-G2 APOS YEAR 4 (HQ PRE-APPROVAL REQUIRED)	EACH	$ 445.00	0%	$ 445.00
S	FZ-SVCTPNFAPOSY5	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-33, FZ-G1, AND FZ-G2 APOS YEAR 5 (HQ PRE-APPROVAL REQUIRED)	EACH	$ 523.00	0%	$ 523.00
S	FZ-SVCTPEXT1Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - TABLET PC (YEAR 4) MODELS SUPPORTED: CF-33, FZ-G1, AND FZ-G2	EACH	$ 167.00	0%	$ 167.00
S	FZ-SVCTPEXTY5	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - TABLET PC (YEAR 5) MODELS SUPPORTED: CF-33, FZ-G1, AND FZ-G2	EACH	$ 306.00	0%	$ 306.00
S	CF-SVCLTUCNF4Y	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection - Laptop (Year 1,2,3 4) Models supported: FZ-40 and FZ-55	EACH	$ 612.00	0%	$ 612.00
S	CF-SVCLTUCNF5Y	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection - Laptop (Years 1,2,3,4 5) Models supported: FZ-40 and FZ-55	EACH	$ 945.00	0%	$ 945.00
S	CF-SVCLTNF3YR	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2 and3)	EACH	$ 317.00	0%	$ 317.00
S	CF-SVCLTNF5Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2, 3, 4 and 5)	EACH	$ 889.00	0%	$ 889.00
S	CF-SVCLTNFAPOS1Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-20, CF-31, FZ-40, CF-54, AND FZ-55 LAPTOP APOS YEAR 4 (HQ PRE-APPRO	EACH	$ 445.00	0%	$ 445.00
S	CF-SVCLTNFAPOS2Y	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - CF-20, CF-31, FZ-40, CF-54, AND FZ-55 LAPTOP APOS YEARS 4 and 5 (HQ PRE-	EACH	$ 750.00	0%	$ 750.00
1T-1	CF-SVCLTEXTAPOS1Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - LAPTOP - APOS (YEAR 4) MODELS SUPPORTED: CF-20, CF-31, FZ-40, CF-53, CF-54, AN	EACH	$ 289.00	0%	$ 289.00
1T-1	CF-SVCLTEXTAPOS2Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - LAPTOP APOS YEARS 4 and 5 MODELS SUPPORTED: CF-20, CF-31, FZ-40, CF-53, CF-54	EACH	$ 456.00	0%	$ 456.00
1T-1	CF-SVCPPUCUPW1	PANASONIC	TOUGHBOOK SERVICES	Toughbook Laptop (FZ-40 AND FZ-55 only) ProPlus to Ultimate Care Uplift within first 12 months of Proplus pu	EACH	$ 100.00	0%	$ 100.00
1T-1	CF-SVCLTNFAFBY4	PANASONIC	TOUGHBOOK SERVICES	Protection Plus Warranty - CF-20, CF-31, FZ-40, CF-54, AND FZ-55 Laptop (Year 4 - incl XW)	EACH	$ 278.00	0%	$ 278.00
1T-1	CF-SVCLTNFAPOSY5	PANASONIC	TOUGHBOOK SERVICES	Protection Plus Warranty - CF-20, CF-31, FZ-40, CF-54, AND FZ-55 Laptop APOS Year 5 (HQ Pre-approval requi	EACH	$ 523.00	0%	$ 523.00
1T-1	CF-SVCLTUCAPOS2Y	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection - Laptop APOS Years 4 5 (HQ Pre-approval required) Models supported: CF-20, CF-31	EACH	$ 806.00	0%	$ 806.00
1T-1	CF-SVCLTUCAPOSY4	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection - Laptop APOS Year 4 (HQ Pre-approval required) Models supported: CF-20, CF-31, FA	EACH	$ 500.00	0%	$ 500.00
1T-1	CF-SVCLTUCAPOSY5	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection - Laptop APOS Year 5 (HQ Pre-approval required) Models supported: CF-20, CF-31, FA	EACH	$ 578.00	0%	$ 578.00
1T-1	CF-SVCLTEXT1Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Laptop (Year 4) Models supported: CCF-20, CF-31, FZ-40, CF-53, CF-54, AND FZ-55	EACH	$ 223.00	0%	$ 223.00
1T-1	CF-SVCLTEXT2Y	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Laptop (Years 4and5) Models supported: CF-20, CF-31, FZ-40, CF-53, CF-54, AND FZ-55	EACH	$ 389.00	0%	$ 389.00
1T-1	CF-SVCLTEXTAPOSY5	PANASONIC	TOUGHBOOK SERVICES	Extended Warranty - Laptop Year 5 (HQ Pre-approval required) Models supported: CF-20, CF-31, FZ-40, CF-53,	EACH	$ 362.00	0%	$ 362.00
1T-1	FZ-SVCPPUCUPW1	PANASONIC	TOUGHBOOK SERVICES	Toughbook Tablet PC (CF-33, FZ-G2 only) ProPlus to Ultimate Care Uplift within first 12 months of Proplus pur	EACH	$ 145.00	0%	$ 145.00
1T-1	CF-SVC1TBSSD3Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook No Return of Defective Drive - 1TB & 2TB SSD (Years 1, 2, and 3) for FZ-40, FZ-55	EACH	$ 195.00	0%	$ 195.00
1T-1	CF-SVCLTAEX2Y	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) YEAR 4 AND 5 ADVANCED EXCHANGE STANDARD WA	EACH	$ 45.00	0%	$ 45.00
1T-1	CF-SVCLTAEX4Y	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) (YEARS 1, 2, 3, 4) ADVANCED EXCHANGE STANDARD	EACH	$ 37.00	0%	$ 37.00
1T-1	CF-SVCLTAEXY4	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) YEAR 4 ADVANCED EXCHANGE STANDARD WARRANT	EACH	$ 26.00	0%	$ 26.00
1T-1	CF-SVCLTAEXY5	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) YEAR 5 ADVANCED EXCHANGE STANDARD WARRAN	EACH	$ 33.00	0%	$ 33.00
1T-1	CF-SVCLTAEAPOY4	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK APOS (AFTER POINT OF SALE) for TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) YEAR	EACH	$ 28.00	0%	$ 28.00
1T-1	CF-SVCLTAEAPOY5	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK APOS (AFTER POINT OF SALE) for TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) YEAR	EACH	$ 37.00	0%	$ 37.00
1T-1	CF-SVCLTAEAPO2Y	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK APOS (AFTER POINT OF SALE) for TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) YEAR	EACH	$ 50.00	0%	$ 50.00
1T-1	CF-SVCLTAEX3Y	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK Modular Units (TOUGHBOOKs with xPAKs) 3 YEAR (YEARS 1, 2, 3) ADVANCED EXCHANGE STANI	EACH	$ 28.00	0%	$ 28.00
1T-1	CF-SVCLTNFY4	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - LAPTOP (YEAR 4) Must be purchased at time of sale.	EACH	$ 239.00	0%	$ 239.00
1T-1	CF-SVCLTNFY45	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - LAPTOP (YEAR 4 & 5) Must be purchased at time of sale.	EACH	$ 573.00	0%	$ 573.00
1T-1	FZ-SVCLTNFY4	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - TABLET (YEAR 4) Must be purchased at time of sale.	EACH	$ 262.00	0%	$ 262.00
1T-1	FZ-SVCLTNFY45	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS WARRANTY - TABLET (YEAR 4 & 5) Must be purchased at time of sale.	EACH	$ 484.00	0%	$ 484.00
1T-1	CF-SVCBATXTDOD4Y	PANASONIC	TOUGHBOOK SERVICES	Federal Extended Battery Warranty - (Years 1, 2, 3, and 4) for batteries that fall below 50% capacity as tested	EACH	$ 223.00	0%	$ 223.00
1T-1	FZ-SVHHUCAPO2Y	PANASONIC	TOUGHBOOK SERVICES	EDGE ULTIMATE CARE PROTECTION - HANDHELD APOS (YEARS 4 AND 5) MODELS SUPPORTED: FZ-N1, FZ-A3	EACH	$ 356.00	0%	$ 356.00
1T-1	FZ-SVHHUCAPOY4	PANASONIC	TOUGHBOOK SERVICES	EDGE ULTIMATE CARE PROTECTION - HANDHELD APOS (YEAR 4) MODELS SUPPORTED: FZ-N1, FZ-A3	EACH	$ 278.00	0%	$ 278.00
1T-1	FZ-SVHHUCAPOY5	PANASONIC	TOUGHBOOK SERVICES	EDGE ULTIMATE CARE PROTECTION - HANDHELD APOS (YEAR 5) MODELS SUPPORTED: FZ-N1, FZ-A3,	EACH	$ 312.00	0%	$ 312.00
1T-1	FZ-SVCHHEXT1Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - HANDHELD (YEAR 4) MODELS SUPPORTED: FZ-N1, FZ-A3	EACH	$ 123.00	0%	$ 123.00
S	FZ-SVCHHEXTY5	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - HANDHELD (YEAR 5) MODELS SUPPORTED: FZ-N1, FZ-A3	EACH	$ 145.00	0%	$ 145.00
S	FZ-SVCHHEXTAPO2Y	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - HANDHELD APOS YEARS 4 AND 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORT	EACH	$ 217.00	0%	$ 217.00
S	FZ-SVCHHEXTAPOY4	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - HANDHELD APOS YEAR 4 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTED: FZ-N	EACH	$ 150.00	0%	$ 150.00
S	FZ-SVCHHEXTAPOY5	PANASONIC	TOUGHBOOK SERVICES	EXTENDED WARRANTY - HANDHELD APOS YEAR 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTED: FZ-N	EACH	$ 173.00	0%	$ 173.00
S	FZ-SVCHHUCAPO2Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - HANDHELD APOS YEARS 4 AND 5 (HQ PRE-APPROVAL REQUIRED) MODELS SU	EACH	$ 339.00	0%	$ 339.00
S	FZ-SVCHHUCAPOY4	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - HANDHELD APOS YEAR 4 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTE	EACH	$ 273.00	0%	$ 273.00
S	FZ-SVCHHUCAPOY5	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE PROTECTION - HANDHELD APOS YEAR 5 (HQ PRE-APPROVAL REQUIRED) MODELS SUPPORTE	EACH	$ 300.00	0%	$ 300.00
S	CF-SVCFES200	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 269.00	0%	$ 269.00
S	CF-SVCFES300	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 406.00	0%	$ 406.00
S	CF-SVCFES400	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit a	EACH	$ 543.00	0%	$ 543.00
S	FZ-SVC512SSD5Y	PANASONIC	TOUGHBOOK SERVICES	"512GB SSD - Toughpad No return of defective drive (Years 1,2,3,4 & 5)"	EACH	$ 306.00	0%	$ 306.00
S	CF-SVCDPWARUP3Y	PANASONIC	TOUGHBOOK SERVICES	3 year (Years 1, 2, 3) No Dead Pixel warranty uplift. Requires concurrent purchase of a 3 year Ultimate Care wa	EACH	$ 178.00	0%	$ 178.00
S	CF-SVC512SSD3Y	PANASONIC	TOUGHBOOK SERVICES	512GB SSD - Toughbook No return of defective drive (Years 1,2 and 3)	EACH	$ 134.00	0%	$ 134.00
S	CF-SVC512SSD4Y	PANASONIC	TOUGHBOOK SERVICES	"512GB SSD - Toughbook No return of defective drive (Years 1,2,3 & 4)"	EACH	$ 223.00	0%	$ 223.00
S	CF-SVC512SSD5Y	PANASONIC	TOUGHBOOK SERVICES	512GB SSD - Toughbook No return of defective drive (Years 1,2,3,4 and 5)	EACH	$ 306.00	0%	$ 306.00
S	CF-SVCHDIM4Y	PANASONIC	TOUGHBOOK SERVICES	Disk Image Management (Years 1, 2, 3 & 4)	EACH	$ 56.00	0%	$ 56.00
S	CF-SVCHDIM3Y	PANASONIC	TOUGHBOOK SERVICES	Disk Image Management (Years 1, 2 & 3)	EACH	$ 45.00	0%	$ 45.00
S	CF-SVCHDIM5Y	PANASONIC	TOUGHBOOK SERVICES	Disk Image Management (Years 1, 2, 3, 4 & 5)	EACH	$ 84.00	0%	$ 84.00
S	FZ-SVC512SSD3Y	PANASONIC	TOUGHBOOK SERVICES	512GB SSD - Toughpad No return of defective drive (Years 1,2 and 3)	EACH	$ 134.00	0%	$ 134.00
S	FZ-SVC512SSD4YAP	PANASONIC	TOUGHBOOK SERVICES	512GB SSD - No return of defective drive (Year 4) APOS	EACH	$ 112.00	0%	$ 112.00
S	FZ-SVC512SSD4Y	PANASONIC	TOUGHBOOK SERVICES	"512GB SSD - Toughpad No return of defective drive (Years 1,2,3 & 4)"	EACH	$ 223.00	0%	$ 223.00
S	CF-SVC200ENPM3Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT, Onsite Imaging and/or Configurat	EACH	$ 345.00	0%	$ 345.00
S	CF-SVC100ENPM	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Basic Windows image creation, Onsite Imaging and/or Configuration, Project Man	EACH	$ 377.00	0%	$ 377.00
S	CF-SVC500ENPM3Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM or Autopilot Provisioning	EACH	$ 289.00	0%	$ 289.00
S	CF-SVC500ENPM4Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM or Autopilot Provisioning	EACH	$ 321.00	0%	$ 321.00
S	CF-SVC50ENPM	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image Type: Physical Capture of Single Model/Mark Image , Onsite Imaging and/or Configurati	EACH	$ 450.00	0%	$ 450.00

S	CF-SVC500ENPM5Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM or Autopilot Provisioning	EACH	$	353.00	0%	$ 353.00
S	CF-SVC1000ENPM4Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM or Autopilot Provisioning	EACH	$	247.00	0%	$ 247.00
S	CF-SVC300ENPM5Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type:Advanced Windows Image Creation using MDT or SCCM, Onsite Imaging and/or Cc	EACH	$	370.00	0%	$ 370.00
S	CF-SVC1000ENPM5Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM or Autopilot Provisioning	EACH	$	265.00	0%	$ 265.00
S	CF-SVC150ENPM	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Basic Windows image creation), Onsite Imaging and/or Configuration, Project Ma	EACH	$	359.00	0%	$ 359.00
S	CF-SVC200ENPM4Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT, Onsite Imaging and/or Configurat	EACH	$	356.00	0%	$ 356.00
S	CF-SVC200ENPM5Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT, Onsite Imaging and/or Configurat	EACH	$	393.00	0%	$ 393.00
S	CF-SVC300ENPM4Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM, Onsite Imaging and/or C	EACH	$	344.00	0%	$ 344.00
S	CF-SVC1000ENPM3Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM or Autopilot Provisioning	EACH	$	230.00	0%	$ 230.00
S	CF-SVC300ENPM3Y	PANASONIC	TOUGHBOOK SERVICES	Image creation. Image type: Advanced Windows Image Creation using MDT or SCCM, Onsite Imaging and/or C	EACH	$	318.00	0%	$ 318.00
S	FZ-SVCDEPLVL42	PANASONIC	TOUGHBOOK SERVICES	Level 42 Deployment Services	EACH	$	650.00	0%	$ 650.00
S	CF-SVCSEBAT3Y	PANASONIC	TOUGHBOOK SERVICES	3-year Smart Battery Warranty with Smart Essentials Software for TOUGHBOOKS. Primary battery coverage. E	EACH	$	177.00	0%	$ 177.00
S	CF-SVCSEBAT4Y	PANASONIC	TOUGHBOOK SERVICES	4-year Smart Battery Warranty with Smart Essentials Software for TOUGHBOOKS. Primary battery coverage. E	EACH	$	232.00	0%	$ 232.00
S	CF-SVCSEBAT5Y	PANASONIC	TOUGHBOOK SERVICES	5-year Smart Battery Warranty with Smart Essentials Software for TOUGHBOOKS. Primary battery coverage. E	EACH	$	278.00	0%	$ 278.00
S	CF-SVCSEBATX25Y	PANASONIC	TOUGHBOOK SERVICES	5-year Smart Battery Warranty with Smart Essentials Software for dual-battery TOUGHBOOKS. Coverage for b	EACH	$	481.00	0%	$ 481.00
S	CF-SVCSEBATX24Y	PANASONIC	TOUGHBOOK SERVICES	4-year Smart Battery Warranty with Smart Essentials Software for dual-battery TOUGHBOOKS. Coverage for b	EACH	$	399.00	0%	$ 399.00
S	CF-SVCSEBATX23Y	PANASONIC	TOUGHBOOK SERVICES	3-year Smart Battery Warranty with Smart Essentials Software for dual-battery TOUGHBOOKS. Coverage for b	EACH	$	303.00	0%	$ 303.00
S	CF-SVCSEBATEXTY4	PANASONIC	TOUGHBOOK SERVICES	1-year extension for Smart Battery Warranty with Smart Essentials Software for TOUGHBOOKS. Primary batte	EACH	$	78.16	0%	$ 78.16
S	CF-SVCSEBATEXTY5	PANASONIC	TOUGHBOOK SERVICES	1-year extension for Smart Battery Warranty with Smart Essentials Software for TOUGHBOOKS. Primary batte	EACH	$	78.16	0%	$ 78.16
S	CF-SVCSEBATEXTY45	PANASONIC	TOUGHBOOK SERVICES	2-year extension for Smart Battery Warranty with Smart Essentials Software for TOUGHBOOKS. Primary batte	EACH	$	143.75	0%	$ 143.75
S	CF-SVCB2MCMB3Y	PANASONIC	TOUGHBOOK SERVICES	3-Year B2M Smart Essentials Combination Subscription. Includes Smart Battery Monitoring and Smart Service	EACH	$	77.00	0%	$ 77.00
S	CF-SVCB2MCMB2Y	PANASONIC	TOUGHBOOK SERVICES	2-Year extension of Smart Essentials Combination Subscription. Includes Smart Battery Monitoring and Smart	EACH	$	54.00	0%	$ 54.00
S	CF-SVCB2MCMB4Y	PANASONIC	TOUGHBOOK SERVICES	4-Year B2M Smart Essentials Combination Subscription. Includes Smart Battery Monitoring and Smart Service	EACH	$	98.00	0%	$ 98.00
S	CF-SVCB2MCMB5Y	PANASONIC	TOUGHBOOK SERVICES	5-Year B2M Smart Essentials Combination Subscription. Includes Smart Battery Monitoring and Smart Service	EACH	$	115.00	0%	$ 115.00
S	ST-DEPINBCFR34B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit - Solution Engineered specifically for Broward County Fire / Rescue vehicles v	EACH	$	2,735.00	0%	$ 2,735.00
S	ST-DEPINBCFR34A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services Solution Solution Engineered specifically for Broward County Fire and EMS veh	EACH	$	920.00	0%	$ 920.00
S	SVC-HA33EPPT3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3-year Enhanced protection plan for CF-33 tablet docking station - Plan includes (1) PCB replacement/ pa	EACH	$	100.00	0%	$ 100.00
S	SVC-HA33EPPL3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3-year Enhanced protection plan for CF-33 2-n-1 laptop docking station- Plan includes (1) PCB replaceme	EACH	$	150.00	0%	$ 150.00
S	SVC-HA55EPPL3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3-year Enhanced protection plan for FZ-55 laptop docking station - Plan includes (1) PCB replacement/ p	EACH	$	100.00	0%	$ 100.00
S	SVC-HAG2EPPL3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3-year Enhanced protection plan for FZ-G2 2-n-1 laptop docking statio- Plan includes (1) PCB replacemer	EACH	$	125.00	0%	$ 125.00
S	SVC-HA40EPPL3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3-year Enhanced protection plan for FZ-40 laptop docking station - Plan includes (1) PCB replacement/ p	EACH	$	100.00	0%	$ 100.00
S	SVC-HAG2EPPT3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3-year Enhanced protection plan for FZ-G2 tablet docking station - Plan includes (1) PCB replacement/ pa	EACH	$	100.00	0%	$ 100.00
S	GJ-G2EXSP2Y	PANASONIC	TOUGHBOOK SERVICES	Gamber-Johnson Extended Service Plan for: PANASONIC TOUGHBOOK A3, G1/G2 TABLET DOCKS, M1; extends	EACH	$	205.00	0%	$ 205.00
S	CF-SVCPDEP3Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook Premier Deployment (3 Year) - Unit un-packaging and assembly (battery, xPAK s, stylus/tether, cas	EACH	$	195.00	0%	$ 195.00
S	CF-SVCPDEP4Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook Premier Deployment (4 Year) - Unit un-packaging and assembly (battery, xPAK s, stylus/tether, cas	EACH	$	223.00	0%	$ 223.00
S	CF-SVCPDEP5Y	PANASONIC	TOUGHBOOK SERVICES	Toughbook Premier Deployment (5 Year)- Unit un-packaging and assembly (battery, xPAK s, stylus/tether, case	EACH	$	245.00	0%	$ 245.00
S	FZ-SVCTPNF3YRP	PANASONIC	TOUGHBOOK SERVICES	PROTECTION PLUS+ WARRANTY - CF-33 and FZ-G2 TABLET/2 in 1 (YEARS 1, 2 and 3) Includes Customer Care o	EACH	$	317.00	0%	$ 317.00
S	CF-SVCNAVNFHSUS3Y	PANASONIC	TOUGHBOOK SERVICES	NAVISTAR 3 YEAR CUSTOM SERVICE PROGRAM (PREMIER DEPLOYMENT, PROPLUS WARRANTY, HOT SPARE) F	EACH	$	529.37	0%	$ 529.37
S	CF-SVCNAVNFHSMX3Y	PANASONIC	TOUGHBOOK SERVICES	NAVISTAR 3 YEAR CUSTOM SERVICE PROGRAM (PREMIER DEPLOYMENT, PROPLUS WARRANTY, HOT SPARE) F	EACH	$	689.37	0%	$ 689.37
S	CF-SVCBATXTAFB2Y	PANASONIC	TOUGHBOOK SERVICES	Federal Extended Battery Warranty - (Years 2 and 3) for batteries that fall below 50% capacity as tested by pci	EACH	$	109.00	0%	$ 109.00
S	CF-SVCPDBRZ	PANASONIC	TOUGHBOOK SERVICES	Toughbook and Toughpad Bronze Deployment -Unit un-packaging and assembly (battery, stylus/tether, case, a	EACH	$	95.00	0%	$ 95.00
S	CF-SVCPDADD	PANASONIC	TOUGHBOOK SERVICES	Toughbook & Toughpad Additional Deployment Service - Includes an additional 15 minutes of post image confi	EACH	$	67.00	0%	$ 67.00
S	CF-SVCPDKITTING	PANASONIC	TOUGHBOOK SERVICES	Toughbook and Toughpad Kitting Service - Accessory kitting at the Panasonic National Service Center (up to 4	EACH	$	34.00	0%	$ 34.00
S	CF-SVCFES100	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit	EACH	$	143.00	0%	$ 143.00
S	CF-SVCFES80	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit	EACH	$	116.00	0%	$ 116.00
S	CF-SVCFES20	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit	EACH	$	37.00	0%	$ 37.00
S	CF-SVCFES40	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit	EACH	$	64.00	0%	$ 64.00
S	CF-SVCFES60	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit	EACH	$	90.00	0%	$ 90.00
S	FZ-SVCTPHS5YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Swap Management Program - Tablet PC - Customer Owned Inventory (Years 1 ,2, 3, 4 & 5)"	EACH	$	189.00	0%	$ 189.00
S	CF-SVCLTHS3YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Swap Management Program - Laptop - Customer owned Inventory (Years 1 ,2 & 3)"	EACH	$	112.00	0%	$ 112.00
S	CF-SVCLTHS4YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Swap Management Program - Laptop - Customer owned Inventory (Years 1 ,2, 3 & 4)"	EACH	$	150.00	0%	$ 150.00
S	CF-SVCLTHS5YR	PANASONIC	TOUGHBOOK SERVICES	Hot Swap Management Program - Laptop - Customer Owned Inventory (Years 1 ,2, 3, 4 and 5)	EACH	$	189.00	0%	$ 189.00
S	CF-SVCLTHSP3YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Spare Management Program - Laptop - Customer Owned Inventory (Years 1 ,2 & 3)"	EACH	$	212.00	0%	$ 212.00
S	CF-SVCLTHSP4YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Spare Management Program - Laptop - Customer Owned Inventory (Years 1 ,2, 3 & 4)"	EACH	$	289.00	0%	$ 289.00
S	CF-SVCLTHSP5YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Spare Management Program - Laptop - Customer Owned Inventory (Years 1 ,2, 3, 4 & 5)"	EACH	$	334.00	0%	$ 334.00
S	CF-S09SLCY4AP	PANASONIC	TOUGHBOOK SERVICES	Toughbook Premier Service Level Program APOS - (Year 4)	EACH	$	56.00	0%	$ 56.00
S	CF-S09SLCY5AP	PANASONIC	TOUGHBOOK SERVICES	Toughbook Premier Service Level Program APOS - (Years 4 & 5)	EACH	$	89.00	0%	$ 89.00
S	CF-SVCLTHSAPOYR4	PANASONIC	TOUGHBOOK SERVICES	Hot Swap Management Program - Laptop - Customer Owned Inventory APOS (Year 4)	EACH	$	134.00	0%	$ 134.00
S	CF-SVCLTHSAPOYR5	PANASONIC	TOUGHBOOK SERVICES	Hot Swap Management Program - Laptop - Customer Owned Inventory APOS (Year 5)	EACH	$	167.00	0%	$ 167.00
S	CF-SVCLTHSPAPOYR4	PANASONIC	TOUGHBOOK SERVICES	Hot Spare Management Program - Laptop - Customer Owned Inventory APOS (Year 4)	EACH	$	178.00	0%	$ 178.00
S	CF-SVCLTHSPAPOYR5	PANASONIC	TOUGHBOOK SERVICES	Hot Spare Management Program - Laptop - Customer Owned Inventory APOS (Year 5)	EACH	$	212.00	0%	$ 212.00
S	CF-SVCLTHSAPO2YR	PANASONIC	TOUGHBOOK SERVICES	Hot Swap Management Program - Laptop - Customer Owned Inventory APOS (Years 4 & 5)	EACH	$	173.00	0%	$ 173.00
S	CF-SVCLTHSPAPO2YR	PANASONIC	TOUGHBOOK SERVICES	Hot Spare Management Program - Laptop - Customer Owned Inventory APOS (Years 4 & 5)	EACH	$	256.00	0%	$ 256.00
S	CF-SVCBIOS1	PANASONIC	TOUGHBOOK SERVICES	NSC Custom BIOS Post Sale Entitlement.	EACH	$	14.00	0%	$ 14.00
S	FZ-SVCTPHS3YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Swap Management Program - Tablet PC - Customer Owned Inventory (Years 1 ,2 & 3)"	EACH	$	112.00	0%	$ 112.00
S	FZ-SVCTPHS4YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Swap Management Program - Tablet PC - Customer Owned Inventory (Years 1 ,2, 3 & 4)"	EACH	$	150.00	0%	$ 150.00
S	FZ-SVCHHHSS5Y	PANASONIC	TOUGHBOOK SERVICES	"Hot Swap Management Program - Handheld - Customer Owned Inventory (Years 1, 2, 3, 4 & 5)"	EACH	$	189.00	0%	$ 189.00
S	FZ-SVCTPHSAPOYR5	PANASONIC	TOUGHBOOK SERVICES	Hot Swap Management Program - Tablet PC - Customer Owned Inventory APOS (Year 5)	EACH	$	167.00	0%	$ 167.00
S	FZ-SVCTPHSPAPOYR4	PANASONIC	TOUGHBOOK SERVICES	Hot Spare Management Program - Tablet PC - Customer Owned Inventory APOS (Year 4)	EACH	$	189.00	0%	$ 189.00
S	FZ-SVCTPHSPAPOYR5	PANASONIC	TOUGHBOOK SERVICES	Hot Spare Management Program - Tablet PC - Customer Owned Inventory APOS (Year 5)	EACH	$	223.00	0%	$ 223.00
S	FZ-SVCTPHSP3YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Spare Management Program - Tablet PC - Customer Owned Inventory (Years 1 ,2 & 3)"	EACH	$	223.00	0%	$ 223.00
S	FZ-SVCTPHSPAPO2YR	PANASONIC	TOUGHBOOK SERVICES	Hot Spare Management Program - Tablet PC - Customer Owned Inventory APOS (Years 4 & 5)	EACH	$	267.00	0%	$ 267.00
S	FZ-SVCTPHSP4YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Spare Management Program - Tablet PC - Customer Owned Inventory (Years 1 ,2, 3 & 4)"	EACH	$	300.00	0%	$ 300.00
S	FZ-SVCTPHSP5YR	PANASONIC	TOUGHBOOK SERVICES	"Hot Spare Management Program - Tablet PC - Customer Owned Inventory (Years 1 ,2, 3, 4 & 5)"	EACH	$	345.00	0%	$ 345.00
S	FZ-SVC256SSD5YAP	PANASONIC	TOUGHBOOK SERVICES	256GB SSD - No return of defective drive (Years 4 & 5) APOS	EACH	$	106.00	0%	$ 106.00
S	FZ-SVC512SSD5YAP	PANASONIC	TOUGHBOOK SERVICES	512GB SSD - No return of defective drive (Years 4 & 5) APOS	EACH	$	156.00	0%	$ 156.00
S	SVC-S1LEMDR1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - 1 Month of SentinelOne Singularity Endpoint detection and response + Sentinel	EACH	$	8.46	0%	$ 8.46
S	SVC-S1LEMDR1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of SentinelOne Singularity Endpoint detection and response + SentinelOne Managed Detection and Resp	EACH	$	100.00	0%	$ 100.00
S	SVC-S1LEMDR5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of SentinelOne Singularity Endpoint detection and response + SentinelOne Managed Detection and Res	EACH	$	446.00	0%	$ 446.00
1T-1	SVC-S1LEMDR2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of SentinelOne Singularity Endpoint detection and response + SentinelOne Managed Detection and Res	EACH	$	200.00	0%	$ 200.00
1T-1	SVC-S1LEMDR3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of SentinelOne Singularity Endpoint detection and response + SentinelOne Managed Detection and Res	EACH	$	292.00	0%	$ 292.00
1T-1	SVC-S1LEMDR4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of SentinelOne Singularity Endpoint detection and response + SentinelOne Managed Detection and Res	EACH	$	371.00	0%	$ 371.00
1T-1	ST-DEPINEXTMON	PANASONIC	TOUGHBOOK SERVICES	Two-Screen Extended Monitor Kit for Laptops - Package includes 14 Windows, macOS-compatible dual-monitc	EACH	$	660.00	0%	$ 660.00
1T-1	CF-SVCLTUCNF1Y	PANASONIC	TOUGHBOOK SERVICES	Ultimate Care Protection DOD Specific - Laptop (Year 4 extension) Models supported: FZ-40 and FZ-55	EACH	$	226.11	0%	$ 226.11
1T-1	SVC-HA55EPSD3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3 Year Enhanced protection for FZ55 Standard Docking Station with Pass Through	EACH	$	171.00	0%	$ 171.00
1T-1	SVC-HA55EPAD3Y	PANASONIC	TOUGHBOOK SERVICES	Havis 3 Year Enhanced protection for FZ55 Advanced Docking Station with Pass Through	EACH	$	185.00	0%	$ 185.00
1T-1	CF-SVC1TBSSDY4T	PANASONIC	TOUGHBOOK SERVICES	KYHD FED/DoD 1TB SSD SSD No Return (Year 4)	EACH	$	60.28	0%	$ 60.28
1T-1	HA-UNDC120WS	PANASONIC	TOUGHBOOK SERVICES	HAVIS - 120W Non-Isolated DC to DC Power Supply with 15.6VDC, 12-16VIN, Straight Yellow-Tip Output Cable	EACH	$	282.00	0%	$ 282.00
1T-1	HA-UNDC120WR	PANASONIC	TOUGHBOOK SERVICES	HAVIS - 120W Non-Isolated DC to DC Power Supply with 15.6VDC, 12-16VIN, Right Angle Yellow-Tip Output Ca	EACH	$	235.00	0%	$ 235.00
1T-1	SVC-CPMSUPG1Y	PANASONIC	TOUGHBOOK SERVICES	Ericsson Enterprise Wireless Mobile Standard Upgrade Subscription 1 year - Compatible with all TOUGHBOOK	EACH	$	75.00	0%	$ 75.00
1T-1	SVC-HAPPVPCHV	PANASONIC	TOUGHBOOK SERVICES	Advanced Panasonic Vehicle Package for Chevrolet Silverado with C-ASW-0805 Console	EACH	$	3,075.00	0%	$ 3,075.00
1T-1	SVC-HA33LPVPFCO	PANASONIC	TOUGHBOOK SERVICES	Premium Panasonic Vehicle Package for Ford F150 with C-ASW-0805 Console, ChargeGuard, & CF-33 Docking	EACH	$	4,855.00	0%	$ 4,855.00
1T-1	SVC-HA33LPVPCCO	PANASONIC	TOUGHBOOK SERVICES	Premium Panasonic Vehicle Package for Chevrolet Silverado with C-ASW-0805 Console, ChargeGuard, & CF-33	EACH	$	4,903.00	0%	$ 4,903.00
1T-1	SVC-HA55LPVPCCO	PANASONIC	TOUGHBOOK SERVICES	Premium Panasonic Vehicle Package for Chevrolet Silveardo with C-ASW-0805 Console, ChargeGuard, & FZ-55	EACH	$	4,591.00	0%	$ 4,591.00
1T-1	SVC-HA55LPVPFCO	PANASONIC	TOUGHBOOK SERVICES	Premium Panasonic Vehicle Package for Ford F150 with C-ASW-0805 Console, ChargeGuard, & FZ-55 Docking S	EACH	$	4,543.00	0%	$ 4,543.00
1T-1	SVC-HAPPVPFRD	PANASONIC	TOUGHBOOK SERVICES	Advanced Panasonic Vehicle Package for Ford F150 with C-ASW-0805 Console	EACH	$	3,027.00	0%	$ 3,027.00
1T-1	SVC-HASPVPCHV	PANASONIC	TOUGHBOOK SERVICES	Standard Panasonic Vehicle Package for Chevrolet Silverado with C-ASW-0805 Console	EACH	$	2,662.00	0%	$ 2,662.00
1T-1	SVC-HASPVPFRD	PANASONIC	TOUGHBOOK SERVICES	Standard Panasonic Vehicle Package for Ford F150 with C-ASW-0805 Console	EACH	$	2,614.00	0%	$ 2,614.00
1T-1	SVC-CPRNMCOK1Y	PANASONIC	TOUGHBOOK SERVICES	Renewal NetCloud Mobile - Standard Plant - City of Kettering, OH Fire Department - 1 year	EACH	$	351.78	0%	$ 351.78
1T-1	SVC-GJ40FORDPK	PANASONIC	TOUGHBOOK SERVICES	Ford Vehicle Bundled Package Toughbook 40 Laptop Dock w/Power Supply Pedestal Kit - Pedestal mount kit fo	EACH	$	3,255.63	0%	$ 3,255.63
1T-1	SVC-GJ40DODGPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Vehicle Bundled Package Toughbook 40 Laptop Dock w/Power Supply Pedestal Kit - Pedestal mount kit	EACH	$	3,229.41	0%	$ 3,229.41
1T-1	SVC-GJ40RAMPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Ram 1500 Vehicle Bundled Package Toughbook 40 Laptop Dock w/Power Supply Pedestal Kit - Pedestal	EACH	$	3,231.00	0%	$ 3,231.00
1T-1	SVC-GJ40GMCPK	PANASONIC	TOUGHBOOK SERVICES	Chevy/GMC Vehicle Bundled Package Toughbook 40 Laptop Dock w/Power Supply Pedestal Kit - Pedestal mou	EACH	$	3,273.00	0%	$ 3,273.00
1T-1	SVC-GJ40SILEVPK	PANASONIC	TOUGHBOOK SERVICES	Chevy Silverado EV Bundled Package Toughbook 40 Laptop Dock w/Power Supply Pedestal Kit - Pedestal moun	EACH	$	3,230.00	0%	$ 3,230.00
1T-1	SVC-GJ40UNIVPK	PANASONIC	TOUGHBOOK SERVICES	Universal Bundled Package Toughbook 40 Laptop Dock w/Power Supply Pedestal Kit - Universal Kit for select v	EACH	$	3,239.00	0%	$ 3,239.00
1T-1	SVC-GJ40TFORDPK	PANASONIC	TOUGHBOOK SERVICES	Ford Vehicle Bundled Package TOUGHBOOK® 40 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit - Pedest	EACH	$	3,773.63	0%	$ 3,773.63
1T-1	SVC-GJ40TDODGPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Vehicle Bundled Package TOUGHBOOK® 40 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit - Ped	EACH	$	3,747.41	0%	$ 3,747.41
1T-1	SVC-GJ40TRAMPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Ram 1500 Vehicle Bundled Package TOUGHBOOK® 40 TrimLine™ Laptop Dock w/Power Supply Pedesta	EACH	$	3,749.00	0%	$ 3,749.00
1T-1	SVC-GJ40TGMCPK	PANASONIC	TOUGHBOOK SERVICES	Chevy/GMC Vehicle Bundled Package TOUGHBOOK® 40 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit	EACH	$	3,791.00	0%	$ 3,791.00
1T-1	SVC-GJ40TSILVEPK	PANASONIC	TOUGHBOOK SERVICES	Chevy Silverado EV Bundled Package TOUGHBOOK® 40 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit	EACH	$	3,748.00	0%	$ 3,748.00
1T-1	SVC-GJ40TUNIVPK	PANASONIC	TOUGHBOOK SERVICES	Universal Bundled Package TOUGHBOOK® 40 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit : Inquire fo	EACH	$	3,757.00	0%	$ 3,757.00
1T-1	ST-DEPINBCCP02A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit - CradlePoint R980 Installation Kit Engineered specifically for Broward Count	EACH	$	3,020.00	0%	$ 3,020.00
1T-1	ST-DEPINFZ55DSANT	PANASONIC	TOUGHBOOK SERVICES	Panasonic FZ-55 dual-passthrough dock swap kit. Includes FZ-55 docking station with dual-RF passthrough, po	EACH	$	2,020.00	0%	$ 2,020.00
1T-1	ST-DEPINFZ40DSANT	PANASONIC	TOUGHBOOK SERVICES	Panasonic FZ-40 quad-passthrough dock swap kit. Includes FZ-40 docking station with quad-RF passthrough, p	EACH	$	2,560.00	0%	$ 2,560.00
1T-1	CF-SVCCLPM	PANASONIC	TOUGHBOOK SERVICES	Panasonic Client Project Management - ONE SEGMENT (NUMBER OF SEGMENTS REQUIRED FOR PROJECT TBD	EACH	$	7,695.00	0%	$ 7,695.00
1T-1	ST-DEPIN5SGJ2USB	PANASONIC	TOUGHBOOK SERVICES	Toughbook 55 Gamber-Johnson Dual-Pass Dock with USB Hub kit - Package includes Toughbook 55 Gamber-Jo	EACH	$	2,270.00	0%	$ 2,270.00
1T-1	SVC-ABLRAENT4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$	262.00	0%	$ 262.00
1T-1	SVC-ABLRAGOV2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 24 Month Term - 1,000-2,499 Unit Volume - For Government	EACH	$	135.00	0%	$ 135.00
1T-1	SVC-ABLRAGOV1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 12 Month Term - 1,000-2,499 Unit Volume - For Government	EACH	$	72.00	0%	$ 72.00
1T-1	SVC-ABLRAENT2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 24 Month Term - 1-249 Unit Volume	EACH	$	165.00	0%	$ 165.00
1T-1	SVC-ABLRAGOV5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 60 Month Term - 2,500-4,999 Unit Volume - For Government	EACH	$	277.00	0%	$ 277.00

1T-1	SVC-ABLRAGOV1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 12 Month Term - 2,500-4,999 Unit Volume - For Government	EACH	$ 69.00	0%	$ 69.00
1T-1	SVC-ABLRAENT4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 48 Month Term - 250-499 Unit Volume	EACH	$ 278.00	0%	$ 278.00
1T-1	SVC-ABLRAGOV3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 36 Month Term - 5,000-9,999 Unit Volume - For Government	EACH	$ 172.00	0%	$ 172.00
1T-1	SVC-ABLRAENT3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 36 Month Term - 500-999 Unit Volume	EACH	$ 209.00	0%	$ 209.00
1T-1	SVC-ABLRAENT2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 147.00	0%	$ 147.00
1T-1	SVC-ABLRAENT3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 36 Month Term - 1-249 Unit Volume	EACH	$ 222.00	0%	$ 222.00
1T-1	SVC-ABLRAENT5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 60 Month Term - 1-249 Unit Volume	EACH	$ 347.00	0%	$ 347.00
1T-1	SVC-ABLRAENT2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 24 Month Term - 250-499 Unit Volume	EACH	$ 160.00	0%	$ 160.00
1T-1	SVC-ABLRAENT5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 298.00	0%	$ 298.00
1T-1	SVC-ABLRAGOV4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 48 Month Term - 2,500-4,999 Unit Volume - For Government	EACH	$ 228.00	0%	$ 228.00
1T-1	SVC-ABLRAENT2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 24 Month Term - 500-999 Unit Volume	EACH	$ 155.00	0%	$ 155.00
1T-1	SVC-ABLRAENT1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 12 Month Term - 250-499 Unit Volume	EACH	$ 84.00	0%	$ 84.00
1T-1	SVC-ABLRAENT4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 48 Month Term - 500-999 Unit Volume	EACH	$ 269.00	0%	$ 269.00
1T-1	SVC-ABLRAGOV5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 60 Month Term - 5,000-9,999 Unit Volume - For Government	EACH	$ 268.00	0%	$ 268.00
1T-1	SVC-ABLRAENT3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 190.00	0%	$ 190.00
1T-1	SVC-ABLRAGOV3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 36 Month Term - 1-249 Unit Volume - For Government	EACH	$ 199.00	0%	$ 199.00
1T-1	SVC-ABLRAGOV5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 60 Month Term - 250-499 Unit Volume - For Government	EACH	$ 303.00	0%	$ 303.00
1T-1	SVC-ABLRAGOV1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 12 Month Term - 1-249 Unit Volume - For Government	EACH	$ 78.00	0%	$ 78.00
1T-1	SVC-ABLRAENT1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 12 Month Term - 500-999 Unit Volume	EACH	$ 82.00	0%	$ 82.00
1T-1	SVC-ABLRAGOV5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 60 Month Term - 1-249 Unit Volume - For Government	EACH	$ 313.00	0%	$ 313.00
1T-1	SVC-ABLRAENT5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 60 Month Term - 500-999 Unit Volume	EACH	$ 327.00	0%	$ 327.00
1T-1	SVC-ABLRAGOV3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 36 Month Term - 2,500-4,999 Unit Volume - For Government	EACH	$ 177.00	0%	$ 177.00
1T-1	SVC-ABLRAGOV2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 24 Month Term - 500-999 Unit Volume - For Government	EACH	$ 140.00	0%	$ 140.00
1T-1	SVC-ABLRAGOV4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 48 Month Term - 250-499 Unit Volume - For Government	EACH	$ 250.00	0%	$ 250.00
1T-1	SVC-ABLRAGOV4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 48 Month Term - 500-999 Unit Volume - For Government	EACH	$ 243.00	0%	$ 243.00
1T-1	SVC-ABLRAENT4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 48 Month Term - 1-249 Unit Volume	EACH	$ 287.00	0%	$ 287.00
1T-1	SVC-ABLRAENT2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 142.00	0%	$ 142.00
1T-1	SVC-ABLRAGOV2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 24 Month Term - 250-499 Unit Volume - For Government	EACH	$ 144.00	0%	$ 144.00
1T-1	SVC-ABLRAENT2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 150.00	0%	$ 150.00
1T-1	SVC-ABLRAGOV4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 48 Month Term - 5,000-9,999 Unit Volume - For Government	EACH	$ 222.00	0%	$ 222.00
1T-1	SVC-ABLRAENT5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 317.00	0%	$ 317.00
1T-1	SVC-ABLRAGOV3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 36 Month Term - 500-999 Unit Volume - For Government	EACH	$ 188.00	0%	$ 188.00
1T-1	SVC-ABLRAENT3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 197.00	0%	$ 197.00
1T-1	SVC-ABLRAENT1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 77.00	0%	$ 77.00
1T-1	SVC-ABLRAENT4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 247.00	0%	$ 247.00
1T-1	SVC-ABLRAGOV1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 12 Month Term - 5,000-9,999 Unit Volume - For Government	EACH	$ 67.00	0%	$ 67.00
1T-1	SVC-ABLRAGOV2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 24 Month Term - 2,500-4,999 Unit Volume - For Government	EACH	$ 132.00	0%	$ 132.00
1T-1	SVC-ABLRAENT1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 75.00	0%	$ 75.00
1T-1	SVC-ABLRAGOV2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 24 Month Term - 5,000-9,999 Unit Volume - For Government	EACH	$ 128.00	0%	$ 128.00
1T-1	SVC-ABLRAENT5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 308.00	0%	$ 308.00
1T-1	SVC-ABLRAGOV1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 12 Month Term - 250-499 Unit Volume - For Government	EACH	$ 76.00	0%	$ 76.00
1T-1	SVC-ABLRAGOV4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 48 Month Term - 1-249 Unit Volume - For Government	EACH	$ 258.00	0%	$ 258.00
1T-1	SVC-ABLRAENT1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 12 Month Term - 1-249 Unit Volume	EACH	$ 87.00	0%	$ 87.00
1T-1	SVC-ABLRAENT4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 254.00	0%	$ 254.00
1T-1	SVC-ABLRAGOV1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 12 Month Term - 500-999 Unit Volume - For Government	EACH	$ 74.00	0%	$ 74.00
1T-1	SVC-ABLRAGOV3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 36 Month Term - 1,000-2,499 Unit Volume - For Government	EACH	$ 182.00	0%	$ 182.00
1T-1	SVC-ABLRAENT3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 203.00	0%	$ 203.00
1T-1	SVC-ABLRAGOV4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 48 Month Term - 1,000-2,499 Unit Volume - For Government	EACH	$ 235.00	0%	$ 235.00
1T-1	SVC-ABLRAGOV3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 36 Month Term - 250-499 Unit Volume - For Government	EACH	$ 194.00	0%	$ 194.00
1T-1	SVC-ABLRAGOV5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 60 Month Term - 500-999 Unit Volume - For Government	EACH	$ 294.00	0%	$ 294.00
1T-1	SVC-ABLRAENT3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 36 Month Term - 250-499 Unit Volume	EACH	$ 215.00	0%	$ 215.00
1T-1	SVC-ABLRAGOV5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 60 Month Term - 1,000-2,499 Unit Volume - For Government	EACH	$ 285.00	0%	$ 285.00
1T-1	SVC-ABLRAENT5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 60 Month Term - 250-499 Unit Volume	EACH	$ 337.00	0%	$ 337.00
1T-1	SVC-ABLRAGOV2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation - 24 Month Term - 1-249 Unit Volume - For Government	EACH	$ 149.00	0%	$ 149.00
1T-1	SVC-ABLRAENT1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Automation, Commerical/Enterprise - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 79.00	0%	$ 79.00
1T-1	SVC-GJ55FORDPK	PANASONIC	TOUGHBOOK SERVICES	Ford Vehicle Bundled Package TOUGHBOOK 54/55 Laptop Dock with Power Supply and Pedestal Mounting Kit.	EACH	$ 2,978.63	0%	$ 2,978.63
1T-1	SVC-GJ55DODGPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Vehicle Bundled Package TOUGHBOOK 54/55 Laptop Dock w/Power Supply Pedestal Kit Pedestal Moun	EACH	$ 2,952.41	0%	$ 2,952.41
1T-1	SVC-GJ55DRAMPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Ram 1500 Vehicle Bundled Package TOUGHBOOK 54/55 Laptop Dock w/Power Supply Pedestal Mounti	EACH	$ 2,954.00	0%	$ 2,954.00
1T-1	SVC-GJ55CGMCPK	PANASONIC	TOUGHBOOK SERVICES	Chevy/GMC Vehicle Bundled Package TOUGHBOOK 54/55 Laptop Dock w/Power Supply Pedestal Mounting Ki	EACH	$ 2,996.00	0%	$ 2,996.00
1T-1	SVC-GJ55SILEVPK	PANASONIC	TOUGHBOOK SERVICES	Chevy Silverado EV Bundled Package TOUGHBOOK 54/55 Laptop Dock w/Power Supply Pedestal Mounting Kit.	EACH	$ 2,953.00	0%	$ 2,953.00
1T-1	SVC-GJ55UNIVPK	PANASONIC	TOUGHBOOK SERVICES	Universal Bundled Package TOUGHBOOK 54/55 Laptop Dock w/Power Supply Pedestal Mounting Kit. Vehicle C	EACH	$ 2,962.00	0%	$ 2,962.00
1T-1	SVC-GJ55TFORDPK	PANASONIC	TOUGHBOOK SERVICES	Ford Vehicle Bundled Package TOUGHBOOK® 55 TrimLine™ Laptop Dock w/Power Supply Pedestal Mounting K	EACH	$ 3,184.63	0%	$ 3,184.63
1T-1	SVC-GJ55TDODGPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Vehicle Bundled Package TOUGHBOOK® 55 TrimLine™ Laptop Dock w/Power Supply Pedestal Mounting	EACH	$ 3,158.41	0%	$ 3,158.41
1T-1	SVC-GJ55TDRAMPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Ram 1500 Vehicle Bundled Package TOUGHBOOK® 55 TrimLine™ Laptop Dock w/Power Supply Pedesta	EACH	$ 3,160.00	0%	$ 3,160.00
1T-1	SVC-GJ55TCGMCPK	PANASONIC	TOUGHBOOK SERVICES	Chevy/GMC Vehicle Bundled Package TOUGHBOOK® 55 TrimLine™ Laptop Dock w/Power Supply Pedestal Mou	EACH	$ 3,202.00	0%	$ 3,202.00
1T-1	SVC-GJ55TSILEVPK	PANASONIC	TOUGHBOOK SERVICES	Chevy Silverado EV Bundled Package TOUGHBOOK® 55 TrimLine™ Laptop Dock w/Power Supply Pedestal Mou	EACH	$ 3,159.00	0%	$ 3,159.00
1T-1	SVC-GJ55TUNIVPK	PANASONIC	TOUGHBOOK SERVICES	Universal Bundled Package TOUGHBOOK® 55 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit Mounting L	EACH	$ 3,168.00	0%	$ 3,168.00
1T-1	SVC-GJ33LFORDPK	PANASONIC	TOUGHBOOK SERVICES	Ford Vehicle Bundled Package TOUGHBOOK® 33 Laptop Docking w/Power Supply Pedestal Mounting Kit. Vehic	EACH	$ 3,287.63	0%	$ 3,287.63
1T-1	SVC-GJ33LDODGPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Vehicle Bundled Package TOUGHBOOK® 33 Laptop Docking w/Power Supply Pedestal Kit Pedestal Mou	EACH	$ 3,261.41	0%	$ 3,261.41
1T-1	SVC-GJ33LDRAMPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Ram 1500 Vehicle Bundled Package TOUGHBOOK® 33 Laptop Docking w/Power Supply Pedestal Moutn	EACH	$ 3,263.00	0%	$ 3,263.00
1T-1	SVC-GJ33LCGMCPK	PANASONIC	TOUGHBOOK SERVICES	Chevy/GMC Vehicle Bundled Package TOUGHBOOK® 33 Laptop Docking w/Power Supply Pedestal Kit. Vehicle	EACH	$ 3,305.00	0%	$ 3,305.00
1T-1	SVC-GJ33LSILEVPK	PANASONIC	TOUGHBOOK SERVICES	Chevy Silverado EV Bundled Package TOUGHBOOK® 33 Laptop Docking w/Power Supply Pedestal Mounting Kit	EACH	$ 3,262.00	0%	$ 3,262.00
1T-1	SVC-GJ33LUNIVPK	PANASONIC	TOUGHBOOK SERVICES	Universal Bundled Package TOUGHBOOK® 33 Laptop Docking w/Power Supply Pedestal Mounting Kit. Universa	EACH	$ 3,271.00	0%	$ 3,271.00
1T-1	SVC-GJ33TLFORD	PANASONIC	TOUGHBOOK SERVICES	Ford Vehicle Bundled Package TOUGHBOOK® 33 TrimLine™ Laptop Dock w/Power Supply Pedestal Mounting K	EACH	$ 3,533.63	0%	$ 3,533.63
1T-1	SVC-GJ33TLDODGPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Vehicle Bundled Package TOUGHBOOK® 33 TrimLine™ Laptop Dock w/Power Supply Pedestal Mounting	EACH	$ 3,507.41	0%	$ 3,507.41
1T-1	SVC-GJ33TLDRAMPK	PANASONIC	TOUGHBOOK SERVICES	Dodge Ram 1500 Vehicle Bundled Package TOUGHBOOK® 33 TrimLine™ Laptop Dock w/Power Supply Pedesta	EACH	$ 3,509.00	0%	$ 3,509.00
1T-1	SVC-GJ33TLCGMCPK	PANASONIC	TOUGHBOOK SERVICES	Chevy/GMC Vehicle Bundled Package TOUGHBOOK® 33 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit.	EACH	$ 3,551.00	0%	$ 3,551.00
1T-1	SVC-GJ33TLSILEVPK	PANASONIC	TOUGHBOOK SERVICES	Chevy Silverado EV Bundled Package TOUGHBOOK® 33 TrimLine™ Laptop Dock w/Power Supply Pedestal Kit. \	EACH	$ 3,508.00	0%	$ 3,508.00
1T-1	SVC-GJ33TLUNIVPK	PANASONIC	TOUGHBOOK SERVICES	Universal Bundled Package TOUGHBOOK® 33 TrimLine™ Laptop Dock w/Power Supply Pedestal Mounting Kit.	EACH	$ 3,517.00	0%	$ 3,517.00
1T-1	SVC-ABSSACP	PANASONIC	TOUGHBOOK SERVICES	Absolute Consulting for Secure Access - One-time Consultating Project Service	EACH	$ 288.00	0%	$ 288.00
1T-1	SVC-ABSSACO	PANASONIC	TOUGHBOOK SERVICES	Absolute Onboarding for Secure Access - One-time New Customer Onboarding Adoption Service	EACH	$ 288.00	0%	$ 288.00
1T-1	SVC-ABSSAA1Y	PANASONIC	TOUGHBOOK SERVICES	Absolute Assist for Secure Access - 12 Month Term - Annual Adoption Service	EACH	$ 288.00	0%	$ 288.00
1T-1	SVC-ABSSAACC	PANASONIC	TOUGHBOOK SERVICES	Secure Access Administrator Class & Certification - 1 Student Seat	EACH	$ 2,295.00	0%	$ 2,295.00
1T-1	SVC-ABSSAM1Y	PANASONIC	TOUGHBOOK SERVICES	Absolute Manage for Secure Access - 12 Month Term - Annual Managed Service	EACH	$ 288.00	0%	$ 288.00
1T-1	ST-DEPINPGE33LPNA	PANASONIC	TOUGHBOOK SERVICES	PGE– Panasonic 33 Laptop Full Vehicle No Antenna Kit - Package includes vehicle-specific base mount, support	EACH	$ 3,175.00	0%	$ 3,175.00
1T-1	GJ-UNPEDKRAM	PANASONIC	TOUGHBOOK SERVICES	KIT - PEDESTAL SYSTEM - RAM 1500 - 2019-2024 - For all TOUGHBOOK	EACH	$ 1,167.00	0%	$ 1,167.00
1T-1	ST-DEPINWEE26	PANASONIC	TOUGHBOOK SERVICES	WEC - 33 Dock Kit and Installation - Includes Panasonic CF-33 dual RF dock, screen support, health and safety	EACH	$ 2,630.00	0%	$ 2,630.00
1T-1	ST-DEPIN55MCPB	PANASONIC	TOUGHBOOK SERVICES	FZ55 DOCK ACCESSORIES BRACKET KIT INCLUDES DOCK BRACKET WITH INSTALLED: MAG MIC CLIP, STANDARI	EACH	$ 334.00	0%	$ 334.00
1T-1	ST-DEPIN55MCPBHB	PANASONIC	TOUGHBOOK SERVICES	FZ55 DOCK ACCESSORIES BRACKET WITH 4 USB 3.0 HUB KIT INCLUDES DOCK BRACKET WITH INSTALLED: 4 PO	EACH	$ 534.00	0%	$ 534.00
1T-1	ST-DEPSTOPTHEFT	PANASONIC	TOUGHBOOK SERVICES	STOP THEFT PREVENTION PERMANENT SECURITY	EACH	$ 20.00	0%	$ 20.00
1T-1	SVC-CPRSME1Y	PANASONIC	TOUGHBOOK SERVICES	1-Year Renewal NetCloud Small Branch Essentials Plan	EACH	$ 225.00	0%	$ 225.00
1T-1	SVC-CPRSME3Y	PANASONIC	TOUGHBOOK SERVICES	3-Year Renewal NetCloud Small Branch Essentials Plan	EACH	$ 675.00	0%	$ 675.00
1T-1	SVC-CPRSME5Y	PANASONIC	TOUGHBOOK SERVICES	5-Year Renewal NetCloud Small Branch Essentials Plan	EACH	$ 1,125.00	0%	$ 1,125.00
1T-1	CF-SVCMEXFRGT	PANASONIC	TOUGHBOOK SERVICES	Logistics planning charge for Mexico shipments.	EACH	$ 45.00	0%	$ 45.00
1T-1	ST-DEPINBCCP01A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit - CradlePoint R980 Installation Kit Engineered specifically for Broward Count	EACH	$ 2,885.00	0%	$ 2,885.00
1T-1	ST-DEPINBCCP01B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services – CradlePoint R980 Installation Solution Engineered specifically for Broward Co	EACH	$ 1,215.00	0%	$ 1,215.00
1T-1	ST-DEPINBCCP01C	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services – CradlePoint R980 Add-On Installation Solution Engineered specifically for Bro	EACH	$ 920.00	0%	$ 920.00
1T-1	ST-DEPINDETWAT04	PANASONIC	TOUGHBOOK SERVICES	Detroit Water - G2 Dock Kit and Installation - Package includes vehicle-specific base, pedestal, sliding swing ar	EACH	$ 4,340.00	0%	$ 4,340.00
1T-1	CP-UNSIMINSERT	PANASONIC	TOUGHBOOK SERVICES	SIM insertion of 1 SIM per NetCloud package, must be combined with one of the following; 170594-000, 1705	EACH	$ 10.00	0%	$ 10.00
1T-1	SVC-ITUNWII1Y	PANASONIC	TOUGHBOOK SERVICES	Wii Collab Cloud Application Subscription - 75GB data storage limit per device - 1 year subscription	EACH	$ 399.00	0%	$ 399.00
1T-1	SVC-ITUNWII3Y	PANASONIC	TOUGHBOOK SERVICES	Wii Collab Cloud Application Subscription - 75GB data storage limit per device - 3 year subscription	EACH	$ 999.00	0%	$ 999.00
1T-1	ST-DEPINBFEMS01	PANASONIC	TOUGHBOOK SERVICES	Black Forest Fire EMS - CF33 Mounting Kit - Includes, Panasonic CF33 2-in-1 Docking Station Dual RF, CF33 Pow	EACH	$ 3,670.00	0%	$ 3,670.00
1T-1	ST-DEPINHWDFR01A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – CF33 Tablet with rugged Keyboard Mounts Engineered specifically for City	EACH	$ 4,690.00	0%	$ 4,690.00
1T-1	ST-DEPINHWDFR01B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services – CF33 Tablet and Independent Keyboard Installation Solution Engineered speci	EACH	$ 1,215.00	0%	$ 1,215.00
1T-1	ST-DEPIN33TABHUB	PANASONIC	TOUGHBOOK SERVICES	CF-33 tablet docking station and hub - Includes CF-33 tablet dock station (no RF), USB-C port replicator hub an	EACH	$ 2,520.00	0%	$ 2,520.00
1T-1	SVC-GJUNPSKCG	PANASONIC	TOUGHBOOK SERVICES	Panasonic Chevrolet/GMC Pedestal Kit. Mounting Kit for: Silverado 1500 - 2019-2024; Silverado 2500, 3500, 4	EACH	$ 1,209.00	0%	$ 1,209.00
1T-1	SVC-ABLSAEC1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 12 Month Term - 100 to 249 Unit Volume, 100 License Minimum Order Qu	EACH	$ 240.00	0%	$ 240.00
1T-1	SVC-ABLSAEC1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 12 Month Term - 250 to 499 Unit Volume	EACH	$ 222.00	0%	$ 222.00
S	SVC-ABLSAEC1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 12 Month Term - 500 to 999 Unit Volume	EACH	$ 210.00	0%	$ 210.00
S	SVC-ABLSAEC1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 12 Month Term - 1,000 to 2,499 Unit Volume	EACH	$ 198.00	0%	$ 198.00
S	SVC-ABLSAEC1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 12 Month Term - 2,500 to 4,999 Unit Volume	EACH	$ 185.00	0%	$ 185.00
S	SVC-ABLSAEC1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge SaaS - 12 Month Term - 5,000 to 9,999 Unit Volume	EACH	$ 174.00	0%	$ 174.00
S	SVC-ABLSAE1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 12 Month Term - 10 to 249 Unit Volume, On-Premise, 10 License Minimum Ord	EACH	$ 120.00	0%	$ 120.00
S	SVC-ABLSAE1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 12 Month Term - 250 to 499 Unit Volume, On-Premise	EACH	$ 112.00	0%	$ 112.00
S	SVC-ABLSAE1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 12 Month Term - 500 to 999 Unit Volume, On-Premise	EACH	$ 105.00	0%	$ 105.00
S	SVC-ABLSAE1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 12 Month Term - 1,000 to 2,499 Unit Volume, On-Premise	EACH	$ 99.00	0%	$ 99.00
S	SVC-ABLSAE1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 12 Month Term - 2,500 to 4,999 Unit Volume, On-Premise	EACH	$ 93.00	0%	$ 93.00
S	SVC-ABLSAE1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 12 Month Term - 5,000 to 9,999 Unit Volume, On-Premise	EACH	$ 88.00	0%	$ 88.00
S	SVC-ABLSAE2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 24 Month Term - 10 to 249 Unit Volume, On-Premise, 10 License Minimum Ord	EACH	$ 229.00	0%	$ 229.00
S	SVC-ABLSAE2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 24 Month Term - 250 to 499 Unit Volume, On-Premise	EACH	$ 210.00	0%	$ 210.00
S	SVC-ABLSAE2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 24 Month Term - 500 to 999 Unit Volume, On-Premise	EACH	$ 199.00	0%	$ 199.00

S	SVC-ABLSAE2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 24 Month Term - 1,000 to 2,499 Unit Volume, On-Premise	EACH	$	188.00	0%	$ 188.00
S	SVC-ABLSAE2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 24 Month Term - 2,500 to 4,999 Unit Volume, On-Premise	EACH	$	177.00	0%	$ 177.00
S	SVC-ABLSAE2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 24 Month Term - 5,000 to 9,999 Unit Volume, On-Premise	EACH	$	165.00	0%	$ 165.00
S	SVC-ABLSAE3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 36 Month Term - 10 to 249 Unit Volume, On-Premise, 10 License Minimum Ord	EACH	$	307.00	0%	$ 307.00
S	SVC-ABLSAE3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 36 Month Term - 250 to 499 Unit Volume, On-Premise	EACH	$	283.00	0%	$ 283.00
S	SVC-ABLSAE3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 36 Month Term - 500 to 999 Unit Volume, On-Premise	EACH	$	267.00	0%	$ 267.00
S	SVC-ABLSAE3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 36 Month Term - 1,000 to 2,499 Unit Volume, On-Premise	EACH	$	252.00	0%	$ 252.00
S	SVC-ABLSAE3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 36 Month Term - 2,500 to 4,999 Unit Volume, On-Premise	EACH	$	237.00	0%	$ 237.00
S	SVC-ABLSAE3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Edge - 36 Month Term - 5,000 to 9,999 Unit Volume, On-Premise	EACH	$	222.00	0%	$ 222.00
S	SVC-ABLSAC1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 12 Month Term - 10 to 250 Unit Volume, On-Premise, 10 License Minimum Initi	EACH	$	97.00	0%	$ 97.00
S	SVC-ABLSAC1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 12 Month Term - 250 to 499 Unit Volume, On-Premise	EACH	$	89.00	0%	$ 89.00
S	SVC-ABLSAC1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 12 Month Term - 500 to 999 Unit Volume, On-Premise	EACH	$	84.00	0%	$ 84.00
S	SVC-ABLSAC1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 12 Month Term - 1,000 to 2,499 Unit Volume, On-Premise	EACH	$	79.00	0%	$ 79.00
S	SVC-ABLSAC1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 12 Month Term - 2,500 to 4,999 Unit Volume, On-Premise	EACH	$	74.00	0%	$ 74.00
S	SVC-ABLSAC1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 12 Month Term - 5,000 to 9,999 Unit Volume, On-Premise	EACH	$	70.00	0%	$ 70.00
S	SVC-ABLSAC2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 24 Month Term - 10 to 250 Unit Volume, On-Premise, 10 License Minimum Initi	EACH	$	183.00	0%	$ 183.00
S	SVC-ABLSAC2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 24 Month Term - 250 to 499 Unit Volume, On-Premise	EACH	$	169.00	0%	$ 169.00
S	SVC-ABLSAC2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 24 Month Term - 500 to 999 Unit Volume, On-Premise	EACH	$	159.00	0%	$ 159.00
S	SVC-ABLSAC2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 24 Month Term - 1,000 to 2,499 Unit Volume, On-Premise	EACH	$	150.00	0%	$ 150.00
S	SVC-ABLSAC2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 24 Month Term - 2,500 to 4,999 Unit Volume, On-Premise	EACH	$	142.00	0%	$ 142.00
S	SVC-ABLSAC2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 24 Month Term - 5,000 to 9,999 Unit Volume, On-Premise	EACH	$	133.00	0%	$ 133.00
S	SVC-ABLSAC3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 36 Month Term - 10 to 250 Unit Volume, On-Premise, 10 License Minimum Initi	EACH	$	245.00	0%	$ 245.00
S	SVC-ABLSAC3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 36 Month Term - 250 to 499 Unit Volume, On-Premise	EACH	$	227.00	0%	$ 227.00
S	SVC-ABLSAC3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 36 Month Term - 500 to 999 Unit Volume, On-Premise	EACH	$	214.00	0%	$ 214.00
S	SVC-ABLSAC3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 36 Month Term - 1,000 to 2,499 Unit Volume, On-Premise	EACH	$	202.00	0%	$ 202.00
S	SVC-ABLSAC3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 36 Month Term - 2,500 to 4,999 Unit Volume, On-Premise	EACH	$	189.00	0%	$ 189.00
S	SVC-ABLSAC3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Secure Access Core - 36 Month Term - 5,000 to 9,999 Unit Volume, On-Premise	EACH	$	177.00	0%	$ 177.00
S	SVC-SCLECMOE1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of Panasonic Smart Compliance service for endpoints. Subscription license to provide continuous monit	EACH	$	31.95	0%	$ 31.95
S	SVC-SCLECMOE2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of Panasonic Smart Compliance service for endpoints. Subscription license to provide continuous moni	EACH	$	63.91	0%	$ 63.91
S	SVC-SCLECMOE3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of Panasonic Smart Compliance service for endpoints. Subscription license to provide continuous moni	EACH	$	96.00	0%	$ 96.00
S	SVC-SCLECMOE4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of Panasonic Smart Compliance service for endpoints. Subscription license to provide continuous moni	EACH	$	129.00	0%	$ 129.00
S	SVC-SCLECMOE5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of Panasonic Smart Compliance service for endpoints. Subscription license to provide continuous moni	EACH	$	161.00	0%	$ 161.00
S	SVC-SCLECMON1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of Panasonic Smart Compliance service for network devices. Subscription license to provide continuous	EACH	$	129.00	0%	$ 129.00
S	SVC-SCLECMON2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	257.00	0%	$ 257.00
S	SVC-SCLECMON3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	385.00	0%	$ 385.00
S	SVC-SCLECMON4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	513.00	0%	$ 513.00
S	SVC-SCLECMON5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	645.00	0%	$ 645.00
S	SVC-SCLECMOS1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous moni	EACH	$	104.00	0%	$ 104.00
S	SVC-SCLECMOS2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	208.00	0%	$ 208.00
S	SVC-SCLECMOS3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	312.00	0%	$ 312.00
S	SVC-SCLECMOS4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	416.00	0%	$ 416.00
1T-1	SVC-SCLECMOS5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	518.00	0%	$ 518.00
1T-1	SVC-SCLECMOE1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - Monthly Panasonic Smart Compliance license to support co-termination require	EACH	$	3.60	0%	$ 3.60
1T-1	SVC-SCLECMOS1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - Monthly Panasonic Smart Compliance license to support co-termination require	EACH	$	11.71	0%	$ 11.71
1T-1	SVC-SCLECMON1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - Monthly Panasonic Smart Compliance license to support co-termination require	EACH	$	14.47	0%	$ 14.47
1T-1	FZ-SVCPRUAAY6AP	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - Year 6 (APOS) - Ultimate Care Warranty, Advanced Exchange prog	EACH	$	300.00	0%	$ 300.00
1T-1	FZ-SVCPRUAAY7AP	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - Year 7 (APOS) - Ultimate Care Warranty, Advanced Exchange prog	EACH	$	350.00	0%	$ 350.00
1T-1	FZ-SVCPRUAAY8AP	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - Year 8 (APOS) - Ultimate Care Warranty, Advanced Exchange prog	EACH	$	410.00	0%	$ 410.00
1T-1	FZ-SVCPRUAA2YAP	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - Two Year (APOS) - Ultimate Care Warranty, Advanced Exchange p	EACH	$	230.00	0%	$ 230.00
1T-1	ST-DEPINDKPNG02	PANASONIC	TOUGHBOOK SERVICES	Duke Energy / Piedmont Natural Gas – Panasonic FZ55 Mounting Kit without Antenna – Package includes Havi	EACH	$	1,670.00	0%	$ 1,670.00
1T-1	SVC-SCLEME1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - Monthly Panasonic Smart Compliance license to support co-termination require	EACH	$	3.60	0%	$ 3.60
1T-1	SVC-SCLEMS1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - Monthly Panasonic Smart Compliance license to support co-termination require	EACH	$	11.71	0%	$ 11.71
1T-1	SVC-SCLEMN1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - Monthly Panasonic Smart Compliance license to support co-termination require	EACH	$	14.47	0%	$ 14.47
1T-1	SVC-SCLEPIOD1M	PANASONIC	TOUGHBOOK SERVICES	FOR CO-TERMINATION ONLY - One Month of access to on-premise installable instance of the Smart Compliance	EACH	$	4,460.00	0%	$ 4,460.00
1T-1	FZ-SVCFESCOM	PANASONIC	TOUGHBOOK SERVICES	Virtual COM Splitter software for Windows. Create virtual serial ports (COM ports) on TOUGHBOOK Windows	EACH	$	44.87	0%	$ 44.87
1T-1	SVC-SCLECME1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of Panasonic Smart Compliance solution for endpoints. Subscription license to provide continuous moni	EACH	$	34.62	0%	$ 34.62
1T-1	SVC-SCLECME2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of Panasonic Smart Compliance solution for endpoints. Subscription license to provide continuous mor	EACH	$	70.00	0%	$ 70.00
1T-1	SVC-SCLECME3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of Panasonic Smart Compliance solution for endpoints. Subscription license to provide continuous mor	EACH	$	104.00	0%	$ 104.00
1T-1	SVC-SCLECME4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of Panasonic Smart Compliance solution for endpoints. Subscription license to provide continuous mor	EACH	$	135.00	0%	$ 135.00
1T-1	SVC-SCLECME5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of Panasonic Smart Compliance solution for endpoints. Subscription license to provide continuous mor	EACH	$	168.00	0%	$ 168.00
1T-1	SVC-SCLECMN1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of Panasonic Smart Compliance service for network devices. Subscription license to provide continuous	EACH	$	129.00	0%	$ 129.00
1T-1	SVC-SCLECMN2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	257.00	0%	$ 257.00
1T-1	SVC-SCLECMN3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	385.00	0%	$ 385.00
1T-1	SVC-SCLECMN4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	513.00	0%	$ 513.00
1T-1	SVC-SCLECMN5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of Panasonic Smart Compliance service for network devices. Subscription license to provide continuou	EACH	$	645.00	0%	$ 645.00
1T-1	SVC-SCLECMS1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous moni	EACH	$	104.00	0%	$ 104.00
1T-1	SVC-SCLECMS2Y	PANASONIC	TOUGHBOOK SERVICES	2 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	208.00	0%	$ 208.00
1T-1	SVC-SCLECMS3Y	PANASONIC	TOUGHBOOK SERVICES	3 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	312.00	0%	$ 312.00
1T-1	SVC-SCLECMS4Y	PANASONIC	TOUGHBOOK SERVICES	4 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	416.00	0%	$ 416.00
1T-1	SVC-SCLECMS5Y	PANASONIC	TOUGHBOOK SERVICES	5 Years of Panasonic Smart Compliance service for datacenter. Subscription license to provide continuous mor	EACH	$	518.00	0%	$ 518.00
1T-1	SVC-SCLEPIOD1Y	PANASONIC	TOUGHBOOK SERVICES	1 Year subscription for one on-premise installable instance of the Smart Compliance intelligence database and	EACH	$	41,630.00	0%	$ 41,630.00
1T-1	SVC-SCLEPIOD2Y	PANASONIC	TOUGHBOOK SERVICES	2 Year subscription for one on-premise installable instance of the Smart Compliance intelligence database and	EACH	$	83,260.00	0%	$ 83,260.00
1T-1	SVC-SCLEPIOD3Y	PANASONIC	TOUGHBOOK SERVICES	3 year subscription for one on-premise installable instance of the Smart Compliance intelligence database and	EACH	$	124,880.00	0%	$ 124,880.00
1T-1	SVC-SCLEPIOD4Y	PANASONIC	TOUGHBOOK SERVICES	4 year subscription for one on-premise installable instance of the Smart Compliance intelligence database and	EACH	$	166,510.00	0%	$ 166,510.00
1T-1	SVC-SCLEPIOD5Y	PANASONIC	TOUGHBOOK SERVICES	5 year subscription for one on-premise installable instance of the Smart Compliance intelligence database and	EACH	$	208,130.00	0%	$ 208,130.00
1T-1	FZ-SVHHUC3Y	PANASONIC	TOUGHBOOK SERVICES	EDGE Ultimate Care Protection - Handheld (Years 1,2 and 3) Models supported: FZ-N1, FZ-F1, FZ-X1, FZ-E1	EACH	$	255.00	0%	$ 255.00
1T-1	ST-DEPINDRLBR24	PANASONIC	TOUGHBOOK SERVICES	Installation Labor – 2024 Daily Rate - Includes one full day of installation technician labor with project manage	EACH	$	3,420.00	0%	$ 3,420.00
1T-1	ST-DEPINTBINSTPLT	PANASONIC	TOUGHBOOK SERVICES	Toughbook Fleet Insights Pilot – Demonstrate Panasonic's connected vehicle solutions to improve fleet operat	EACH	$	965.00	0%	$ 965.00
1T-1	GJ-UNEXSP2Y	PANASONIC	TOUGHBOOK SERVICES	Gamber-Johnson Extended Service Plan for: PANASONIC TOUGHBOOK 20 LAPTOP, 33 TABLET, 33 LAPTOP, 55	EACH	$	263.00	0%	$ 263.00
1T-1	SVC-PSASSET250M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 250 assets. Only to be used for tier upgrades durin	EACH	$	105.00	0%	$ 105.00
1T-1	SVC-PSASSET500M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 500 assets. Only to be used for tier upgrades durin	EACH	$	200.00	0%	$ 200.00
1T-1	SVC-PSASSET1000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 1000 assets. Only to be used for tier upgrades duri	EACH	$	380.00	0%	$ 380.00
1T-1	SVC-PSASSET2000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 2000 assets. Only to be used for tier upgrades duri	EACH	$	715.00	0%	$ 715.00
1T-1	SVC-PSASSET3000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 3000 assets. Only to be used for tier upgrades duri	EACH	$	1,020.00	0%	$ 1,020.00
1T-1	SVC-PSASSET4000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 4000 assets. Only to be used for tier upgrades duri	EACH	$	1,290.00	0%	$ 1,290.00
1T-1	SVC-PSASSET5000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for upto 5000 assets. Only to be used for tier upgrades duri	EACH	$	1,535.00	0%	$ 1,535.00
1T-1	SVC-PSASSET7000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for up to 7000 assets. Only to be used for tier upgrades dur	EACH	$	1,935.00	0%	$ 1,935.00
1T-1	SVC-PSASSET10000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for up to 10000 assets. Only to be used for tier upgrades du	EACH	$	2,375.00	0%	$ 2,375.00
1T-1	SVC-PSASSET15000M	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Monthly Subscription for up to 15000 assets. Only to be used for tier upgrades du	EACH	$	2,760.00	0%	$ 2,760.00
1T-1	SVC-PSASSET7000A	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Annual (12 months) Subscription for up to 7000 assets.	EACH	$	23,225.00	0%	$ 23,225.00
1T-1	SVC-PSASSET10000A	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Annual (12 months) Subscription for up to 10000 assets.	EACH	$	28,500.00	0%	$ 28,500.00
1T-1	SVC-PSASSET15000A	PANASONIC	TOUGHBOOK SERVICES	Mobility Asset Management Annual (12 months) Subscription for up to 15000 assets.	EACH	$	33,065.00	0%	$ 33,065.00
1T-1	ST-DEPINCOCO01	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services – FZ40 Installation Solution Engineered specifically for Columbia County - Includ	EACH	$	4,210.00	0%	$ 4,210.00
1T-1	ST-DEPINBCFR33A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services – FZ40 Installation Solution Engineered specifically for Broward County Fire and	EACH	$	875.00	0%	$ 875.00
1T-1	ST-DEPINBCFR33B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – FZ40 Installation Kit Engineered specifically for Broward County Fire and EM	EACH	$	2,710.00	0%	$ 2,710.00
1T-1	ST-DEPINPDCON01	PANASONIC	TOUGHBOOK SERVICES	Panasonic Full Police Console Package – Solution includes vehicle console with storage compartment, arm rest	EACH	$	5,200.00	0%	$ 5,200.00
1T-1	ST-DEPINVLSCG05	PANASONIC	TOUGHBOOK SERVICES	SCG VuLock with Smart Port up to 2,000 users and 300 new user Site License 1 Yr - for devices/vehicles that ha	EACH	$	160,840.00	0%	$ 160,840.00
1T-1	ST-DEPINGCRTNP	PANASONIC	TOUGHBOOK SERVICES	Fleet Services Technology GoCart with power strip and single 6' power cord (does not have standalone power)	EACH	$	5,395.00	0%	$ 5,395.00
1T-1	CP-SVCRNCEA1Y	PANASONIC	TOUGHBOOK SERVICES	1-YR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN AND ADVANCED PLAN	EACH	$	354.00	0%	$ 354.00
1T-1	CP-SVCRNCEA3Y	PANASONIC	TOUGHBOOK SERVICES	3-YR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN AND ADVANCED PLAN	EACH	$	1,062.00	0%	$ 1,062.00
1T-1	CP-SVCRNCEA5Y	PANASONIC	TOUGHBOOK SERVICES	5-YR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN AND ADVANCED PLAN	EACH	$	1,770.00	0%	$ 1,770.00
1T-1	CP-SVCRNCMEP1Y	PANASONIC	TOUGHBOOK SERVICES	1-YR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN	EACH	$	213.00	0%	$ 213.00
1T-1	CP-SVCRNCMEP3Y	PANASONIC	TOUGHBOOK SERVICES	3-YR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN	EACH	$	639.00	0%	$ 639.00
1T-1	CP-SVCRNCMEP5Y	PANASONIC	TOUGHBOOK SERVICES	5-YR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN	EACH	$	1,065.00	0%	$ 1,065.00
1T-1	CP-SVCNMAP1Y	PANASONIC	TOUGHBOOK SERVICES	1-YR NETCLOUD MOBILE ADVANCED PLAN (REQUIRES CORRESPONDING ESSENTIALS PLAN OR PURCHASE OF I	EACH	$	141.00	0%	$ 141.00
1T-1	CP-SVCNMAP3Y	PANASONIC	TOUGHBOOK SERVICES	3-YR NETCLOUD MOBILE ADVANCED PLAN (REQUIRES CORRESPONDING ESSENTIALS PLAN OR PURCHASE OF I	EACH	$	423.00	0%	$ 423.00
1T-1	CP-SVCNMAP5Y	PANASONIC	TOUGHBOOK SERVICES	5-YR NETCLOUD MOBILE ADVANCED PLAN (REQUIRES CORRESPONDING ESSENTIALS PLAN OR PURCHASE OF I	EACH	$	705.00	0%	$ 705.00
1T-1	CP-SVCRNCMAP1Y	PANASONIC	TOUGHBOOK SERVICES	1-YR RENEWAL NETCLOUD MOBILE ADVANCED PLAN (REQUIRES CORRESPONDING ESSENTIALS PLAN OR PUR	EACH	$	141.00	0%	$ 141.00
1T-1	CP-SVCRNCMAP3Y	PANASONIC	TOUGHBOOK SERVICES	3-YR RENEWAL NETCLOUD MOBILE ADVANCED PLAN (REQUIRES CORRESPONDING ESSENTIALS PLAN OR PUR	EACH	$	423.00	0%	$ 423.00
1T-1	CP-SVCRNCMAP5Y	PANASONIC	TOUGHBOOK SERVICES	5-YR RENEWAL NETCLOUD MOBILE ADVANCED PLAN (REQUIRES CORRESPONDING ESSENTIALS PLAN OR PUR	EACH	$	705.00	0%	$ 705.00
1T-1	CP-SVCRNCMFEA1Y	PANASONIC	TOUGHBOOK SERVICES	1-YR RENEWAL NETCLOUD MOBILE FIPS ESSENTIALS AND ADVANCED PLANS, FIPS ONLY	EACH	$	354.00	0%	$ 354.00
1T-1	CP-SVCRNCMFEA3Y	PANASONIC	TOUGHBOOK SERVICES	3-YR RENEWAL NETCLOUD MOBILE FIPS ESSENTIALS AND ADVANCED PLANS, FIPS ONLY	EACH	$	1,062.00	0%	$ 1,062.00
1T-1	CP-SVCRNCMFEA5Y	PANASONIC	TOUGHBOOK SERVICES	5-YR RENEWAL NETCLOUD MOBILE FIPS ESSENTIALS AND ADVANCED PLANS, FIPS ONLY	EACH	$	1,770.00	0%	$ 1,770.00
1T-1	ST-DEPIN40ANT	PANASONIC	TOUGHBOOK SERVICES	FZ40 Quad-Pass Dock Swap Kit with Antenna - Panasonic 40 Quad Pass Thru Dock Swap with Antenna and Pov	EACH	$	3,330.00	0%	$ 3,330.00
1T-1	ST-DEPIN40NOANT	PANASONIC	TOUGHBOOK SERVICES	FZ40 Quad-Pass Dock Swap Kit w/out Antenna - Panasonic 40 Quad Pass Thru Dock Swap and Power Kit (with	EACH	$	2,830.00	0%	$ 2,830.00
1T-1	ST-DEPIN40NOPASS	PANASONIC	TOUGHBOOK SERVICES	FZ40 No-Pass Dock Swap Kit - Panasonic 40 No Pass Thru Dock Swap with Power Kit - Package includes Toughb	EACH	$	2,530.00	0%	$ 2,530.00
1T-1	CF-SVCNPDDS	PANASONIC	TOUGHBOOK SERVICES	ProService Non-Panasonic Device Deployment - Standard Tier - Offering Includes receiving of (1) non-Panasoni	EACH	$	62.47	0%	$ 62.47
1T-1	CF-SVCNPDDB	PANASONIC	TOUGHBOOK SERVICES	ProService Non-Panasonic Device Deployment - Bronze Tier - Offering Includes receiving of (1) non-Panasonic	EACH	$	76.00	0%	$ 76.00
1T-1	CF-SVCNPDDP	PANASONIC	TOUGHBOOK SERVICES	ProService Non-Panasonic Device Deployment - Premiere Tier - Offering Includes receiving of (1) non-Panasoni	EACH	$	105.00	0%	$ 105.00
1T-1	CF-SVCLICCONV	PANASONIC	TOUGHBOOK SERVICES	Microsoft Volume License Agreement: Allows reimaging rights per the Microsoft Licensing Guidelines on custo	EACH	$	1,865.00	0%	$ 1,865.00
1T-1	ST-DEPINDKFLX2	PANASONIC	TOUGHBOOK SERVICES	Duke Energy Florida – Panasonic FZ55 Mounting Vehicle without Antenna - 3yr Warranty – Package includes: H	EACH	$	1,695.00	0%	$ 1,695.00

1T-1	ST-DEPINMESAPD01	PANASONIC	TOUGHBOOK SERVICES	Mesa PD – Antenna Installation - Solution includes onsite vehicle installation with 2 to 6 vehicles (Crown Vic (2	EACH	$ 1,130.00	0%	$ 1,130.00
1T-1	SVC-ABLREDU1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 12 Month Term - 1-249 Unit Volume	EACH	$ 44.19	0%	$ 44.19
1T-1	SVC-ABLREDU2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 24 Month Term - 1-249 Unit Volume	EACH	$ 84.00	0%	$ 84.00
1T-1	SVC-ABLREDU3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience forEducation - 36 Month Term - 1-249 Unit Volume	EACH	$ 114.00	0%	$ 114.00
1T-1	SVC-ABLREDU4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 48 Month Term - 1-249 Unit Volume	EACH	$ 147.00	0%	$ 147.00
1T-1	SVC-ABLREDU5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 60 Month Term - 1-249 Unit Volume	EACH	$ 178.00	0%	$ 178.00
1T-1	SVC-ABLREDU1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 12 Month Term - 250-499 Unit Volume	EACH	$ 42.86	0%	$ 42.86
1T-1	SVC-ABLREDU2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 24 Month Term - 250-499 Unit Volume	EACH	$ 82.00	0%	$ 82.00
1T-1	SVC-ABLREDU3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 36 Month Term - 250-499 Unit Volume	EACH	$ 110.00	0%	$ 110.00
1T-1	SVC-ABLREDU4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 48 Month Term - 250-499 Unit Volume	EACH	$ 143.00	0%	$ 143.00
1T-1	SVC-ABLREDU5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 60 Month Term - 250-499 Unit Volume	EACH	$ 173.00	0%	$ 173.00
1T-1	SVC-ABLREDU1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 12 Month Term - 500-999 Unit Volume	EACH	$ 41.58	0%	$ 41.58
1T-1	SVC-ABLREDU2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 24 Month Term - 500-999 Unit Volume	EACH	$ 79.00	0%	$ 79.00
1T-1	SVC-ABLREDU3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 36 Month Term - 500-999 Unit Volume	EACH	$ 107.00	0%	$ 107.00
1T-1	SVC-ABLREDU4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 48 Month Term - 500-999 Unit Volume	EACH	$ 138.00	0%	$ 138.00
1T-1	SVC-ABLREDU5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 60 Month Term - 500-999 Unit Volume	EACH	$ 168.00	0%	$ 168.00
1T-1	SVC-ABLREDU1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 40.33	0%	$ 40.33
1T-1	SVC-ABLREDU2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 77.00	0%	$ 77.00
1T-1	SVC-ABLREDU3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 104.00	0%	$ 104.00
1T-1	SVC-ABLREDU4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 134.00	0%	$ 134.00
S	SVC-ABLREDU5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 163.00	0%	$ 163.00
S	SVC-ABLREDU1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 39.11	0%	$ 39.11
S	SVC-ABLREDU2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 75.00	0%	$ 75.00
S	SVC-ABLREDU3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 100.00	0%	$ 100.00
S	SVC-ABLREDU4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 130.00	0%	$ 130.00
S	SVC-ABLREDU5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 158.00	0%	$ 158.00
S	SVC-ABLREDU1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 37.94	0%	$ 37.94
S	SVC-ABLREDU2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 73.00	0%	$ 73.00
S	SVC-ABLREDU3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 98.00	0%	$ 98.00
S	SVC-ABLREDU4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 127.00	0%	$ 127.00
S	SVC-ABLREDU5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Resilience for Education - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 153.00	0%	$ 153.00
S	SVC-ABLCEDU1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 12 Month Term - 1-249 Unit Volume	EACH	$ 28.81	0%	$ 28.81
S	SVC-ABLCEDU2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 24 Month Term - 1-249 Unit Volume	EACH	$ 54.71	0%	$ 54.71
S	SVC-ABLCEDU3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 36 Month Term - 1-249 Unit Volume	EACH	$ 74.00	0%	$ 74.00
S	SVC-ABLCEDU4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 48 Month Term - 1-249 Unit Volume	EACH	$ 96.00	0%	$ 96.00
S	SVC-ABLCEDU5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 60 Month Term - 1-249 Unit Volume	EACH	$ 117.00	0%	$ 117.00
S	SVC-ABLCEDU1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 12 Month Term - 250-499 Unit Volume	EACH	$ 27.94	0%	$ 27.94
S	SVC-ABLCEDU2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 24 Month Term - 250-499 Unit Volume	EACH	$ 53.08	0%	$ 53.08
S	SVC-ABLCEDU3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education- 36 Month Term - 250-499 Unit Volume	EACH	$ 72.00	0%	$ 72.00
S	SVC-ABLCEDU4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 48 Month Term - 250-499 Unit Volume	EACH	$ 93.00	0%	$ 93.00
S	SVC-ABLCEDU5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 60 Month Term - 250-499 Unit Volume	EACH	$ 113.00	0%	$ 113.00
S	SVC-ABLCEDU1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 12 Month Term - 500-999 Unit Volume	EACH	$ 27.10	0%	$ 27.10
S	SVC-ABLCEDU2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 24 Month Term - 500-999 Unit Volume	EACH	$ 51.48	0%	$ 51.48
S	SVC-ABLCEDU3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Controlfor Education - 36 Month Term - 500-999 Unit Volume	EACH	$ 70.00	0%	$ 70.00
S	SVC-ABLCEDU4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 48 Month Term - 500-999 Unit Volume	EACH	$ 90.00	0%	$ 90.00
S	SVC-ABLCEDU5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 60 Month Term - 500-999 Unit Volume	EACH	$ 109.00	0%	$ 109.00
S	SVC-ABLCEDU1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 26.29	0%	$ 26.29
S	SVC-ABLCEDU2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 49.94	0%	$ 49.94
S	SVC-ABLCEDU3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 68.00	0%	$ 68.00
S	SVC-ABLCEDU4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 87.00	0%	$ 87.00
S	SVC-ABLCEDU5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 107.00	0%	$ 107.00
S	SVC-ABLCEDU1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education- 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 25.50	0%	$ 25.50
S	SVC-ABLCEDU2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 48.44	0%	$ 48.44
S	SVC-ABLCEDU3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 66.00	0%	$ 66.00
S	SVC-ABLCEDU4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 85.00	0%	$ 85.00
S	SVC-ABLCEDU5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 103.00	0%	$ 103.00
S	SVC-ABLCEDU1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 24.73	0%	$ 24.73
S	SVC-ABLCEDU2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 46.98	0%	$ 46.98
S	SVC-ABLCEDU3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 64.00	0%	$ 64.00
S	SVC-ABLCEDU4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 82.00	0%	$ 82.00
S	SVC-ABLCEDU5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Control for Education - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 100.00	0%	$ 100.00
S	SVC-ABLVEDU1YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 12 Month Term - 1-249 Unit Volume	EACH	$ 16.31	0%	$ 16.31
S	SVC-ABLVEDU2YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 24 Month Term - 1-249 Unit Volume	EACH	$ 30.96	0%	$ 30.96
S	SVC-ABLVEDU3YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 36 Month Term - 1-249 Unit Volume	EACH	$ 41.56	0%	$ 41.56
S	SVC-ABLVEDU4YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 48 Month Term - 1-249 Unit Volume	EACH	$ 53.79	0%	$ 53.79
S	SVC-ABLVEDU5YA	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 60 Month Term - 1-249 Unit Volume	EACH	$ 66.00	0%	$ 66.00
S	SVC-ABLVEDU1YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 12 Month Term - 250-499 Unit Volume	EACH	$ 15.81	0%	$ 15.81
S	SVC-ABLVEDU2YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 24 Month Term - 250-499 Unit Volume	EACH	$ 30.04	0%	$ 30.04
S	SVC-ABLVEDU3YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 36 Month Term - 250-499 Unit Volume	EACH	$ 40.31	0%	$ 40.31
S	SVC-ABLVEDU4YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 48 Month Term - 250-499 Unit Volume	EACH	$ 52.18	0%	$ 52.18
S	SVC-ABLVEDU5YB	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 60 Month Term - 250-499 Unit Volume	EACH	$ 64.00	0%	$ 64.00
S	SVC-ABLVEDU1YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 12 Month Term - 500-999 Unit Volume	EACH	$ 15.33	0%	$ 15.33
S	SVC-ABLVEDU2YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 24 Month Term - 500-999 Unit Volume	EACH	$ 29.14	0%	$ 29.14
S	SVC-ABLVEDU3YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 36 Month Term - 500-999 Unit Volume	EACH	$ 39.10	0%	$ 39.10
S	SVC-ABLVEDU4YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 48 Month Term - 500-999 Unit Volume	EACH	$ 50.60	0%	$ 50.60
S	SVC-ABLVEDU5YC	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 60 Month Term - 500-999 Unit Volume	EACH	$ 61.35	0%	$ 61.35
S	SVC-ABLVEDU1YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 12 Month Term - 1,000-2,499 Unit Volume	EACH	$ 14.89	0%	$ 14.89
S	SVC-ABLVEDU2YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 24 Month Term - 1,000-2,499 Unit Volume	EACH	$ 28.28	0%	$ 28.28
S	SVC-ABLVEDU3YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 36 Month Term - 1,000-2,499 Unit Volume	EACH	$ 37.93	0%	$ 37.93
S	SVC-ABLVEDU4YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 48 Month Term - 1,000-2,499 Unit Volume	EACH	$ 49.10	0%	$ 49.10
S	SVC-ABLVEDU5YD	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 60 Month Term - 1,000-2,499 Unit Volume	EACH	$ 59.50	0%	$ 59.50
S	SVC-ABLVEDU1YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 12 Month Term - 2,500-4,999 Unit Volume	EACH	$ 14.43	0%	$ 14.43
S	SVC-ABLVEDU2YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 24 Month Term - 2,500-4,999 Unit Volume	EACH	$ 27.43	0%	$ 27.43
S	SVC-ABLVEDU3YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 36 Month Term - 2,500-4,999 Unit Volume	EACH	$ 36.79	0%	$ 36.79
S	SVC-ABLVEDU4YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 48 Month Term - 2,500-4,999 Unit Volume	EACH	$ 47.61	0%	$ 47.61
S	SVC-ABLVEDU5YE	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 60 Month Term - 2,500-4,999 Unit Volume	EACH	$ 57.71	0%	$ 57.71
S	SVC-ABLVEDU1YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 12 Month Term - 5,000-9,999 Unit Volume	EACH	$ 14.00	0%	$ 14.00
S	SVC-ABLVEDU2YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 24 Month Term - 5,000-9,999 Unit Volume	EACH	$ 26.60	0%	$ 26.60
S	SVC-ABLVEDU3YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 36 Month Term - 5,000-9,999 Unit Volume	EACH	$ 35.69	0%	$ 35.69
S	SVC-ABLVEDU4YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 48 Month Term - 5,000-9,999 Unit Volume	EACH	$ 46.19	0%	$ 46.19
S	SVC-ABLVEDU5YF	PANASONIC	TOUGHBOOK SERVICES	Absolute Visibility for Education - 60 Month Term - 5,000-9,999 Unit Volume	EACH	$ 55.98	0%	$ 55.98
S	CF-SVCRAMINSTL	PANASONIC	TOUGHBOOK SERVICES	Memory or xPAK Install at Service Center (must be ordered for each modular item that is to be installed). Mus	EACH	$ 17.00	0%	$ 17.00
S	CF-SVCLOGO100	PANASONIC	TOUGHBOOK SERVICES	Branding Badge - CF-33, FZ-40, AND FZ-55 only. Minimum order Qty. 51. Extra service stock recommended. 2	EACH	$ 31.75	0%	$ 31.75
S	CF-SVCLOGO1K	PANASONIC	TOUGHBOOK SERVICES	Branding Badge - CF-33, FZ-40, AND FZ-55 only. Minimum order Qty. 501. Extra service stock recommended. 2	EACH	$ 25.50	0%	$ 25.50
S	CF-SVCLOGO250	PANASONIC	TOUGHBOOK SERVICES	Branding Badge - CF-33, FZ-40, AND FZ-55 only. Minimum order Qty. 101. Extra service stock recommended. 2	EACH	$ 28.75	0%	$ 28.75
S	CF-SVCLOGO2K5	PANASONIC	TOUGHBOOK SERVICES	Branding Badge - CF-33, FZ-40, AND FZ-55 only. Minimum order Qty. 1001. Extra service stock recommended.	EACH	$ 21.00	0%	$ 21.00
S	CF-SVCLOGO50	PANASONIC	TOUGHBOOK SERVICES	Branding Badge - CF-33, FZ-40, AND FZ-55 only. Minimum order Qty. 10. Extra service stock recommended. 2	EACH	$ 31.75	0%	$ 31.75
S	CF-SVCLOGO500	PANASONIC	TOUGHBOOK SERVICES	Branding Badge - CF-33, FZ-40, AND FZ-55 only. Minimum order Qty. 251. Extra service stock recommended. 2	EACH	$ 26.25	0%	$ 26.25
S	FZ-SVHHUCAPOY6T	PANASONIC	TOUGHBOOK SERVICES	EDGE ULTIMATE CARE PROTECTION - HANDHELD APOS (YEAR 6) MODELS SUPPORTED: FZ-N1, FZ-A3	EACH	$ 399.00	0%	$ 399.00
S	CF-SVCB2MIS	PANASONIC	TOUGHBOOK SERVICES	B2M PANASONIC IMPLEMENTATION SUPPORT, PER DAY	EACH	$ 1,909.00	0%	$ 1,909.00
S	SVC-ABPSAMP	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Asset Management Program	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSCONS	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Consulting	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSCUST	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Customization	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSESM	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Endpoint Security Monitoring	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSIMPL	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Implementation	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSINV	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Investigations	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSPOV	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Proof of Value	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSRICO	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Risk and Compliance	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSSECF	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Security Fundamentals	EACH	$ 272.00	0%	$ 272.00
S	SVC-ABPSTAM	PANASONIC	TOUGHBOOK SERVICES	Absolute Professional Services - Technical Account Management	EACH	$ 272.00	0%	$ 272.00
S	ST-DEPINOLA91102A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet installation services Engineered specifically for New Orleans 911 Op	EACH	$ 5,335.00	0%	$ 5,335.00
S	ST-DEPINOLA91102B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Engineered specifically for New Orleans 911 Operations 2023 Tahoe Comm	EACH	$ 18,030.00	0%	$ 18,030.00
S	ST-DEPINVLGC02	PANASONIC	TOUGHBOOK SERVICES	Geico VuLock Volume License Pricing - Solution includes VuLock powered by DriveScreen GPS Software Licens	EACH	$ 149.00	0%	$ 149.00
S	ST-DEPINMASMGANT	PANASONIC	TOUGHBOOK SERVICES	Mag Mount Antenna Kit – MASWELL 4G/3G/GSM Antenna 7dBi High Gain Monopole 850MHz, 900MHz, 1.8GH	EACH	$ 80.00	0%	$ 80.00
S	ST-DEPINOLA91101A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet installation services Engineered specifically for New Orleans 911 Op	EACH	$ 1,545.00	0%	$ 1,545.00
S	ST-DEPINOLA91101B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Engineered specifically for New Orleans 911 Operations 2023 Explorer Con	EACH	$ 10,180.00	0%	$ 10,180.00
S	MCL-SVCPSNAP99	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - PROFESSIONAL 1-99 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 92.00	0%	$ 92.00
S	MCL-SVCPSNAP999	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - PROFESSIONAL 100-999 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 80.00	0%	$ 80.00
S	MCL-SVCPSNAP1000	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - PROFESSIONAL 1000+ DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 76.00	0%	$ 76.00
S	MCL-SVCPSNAE99	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - ENTERPRISE 1-99 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 119.00	0%	$ 119.00
S	MCL-SVCPSNAE999	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - ENTERPRISE 100-999 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 104.00	0%	$ 104.00

S	MCL-SVCPSNAE1000	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - ENTERPRISE 1000+ DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 99.00	0%	$ 99.00
S	MCL-SVCPSNAVP99	PANASONIC	TOUGHBOOK SERVICES	MCL VOICE PLATFORM - PROFESSIONAL 1-99 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 479.00	0%	$ 479.00
S	MCL-SVCPSNAVP999	PANASONIC	TOUGHBOOK SERVICES	MCL VOICE PLATFORM - PROFESSIONAL 100-999 DEVICES TERM 1 YEAR	EACH	$ 375.00	0%	$ 375.00
S	MCL-SVCPSNAVP1000	PANASONIC	TOUGHBOOK SERVICES	MCL VOICE PLATFORM - PROFESSIONAL 1000+ DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 325.00	0%	$ 325.00
S	MCL-SVCPSNAVE99	PANASONIC	TOUGHBOOK SERVICES	MCL VOICE PLATFORM - ENTERPRISE 1-99 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 622.00	0%	$ 622.00
S	MCL-SVCPSNAVE999	PANASONIC	TOUGHBOOK SERVICES	MCL VOICE PLATFORM - ENTERPRISE 100-999 DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 488.00	0%	$ 488.00
S	MCL-SVCPSNAVE1000	PANASONIC	TOUGHBOOK SERVICES	MCL VOICE PLATFORM - ENTERPRISE 1000+ DEVICES TERM 1 YEAR. MUST BE RENEWED ANNUALLY.	EACH	$ 423.00	0%	$ 423.00
S	CF-SVCMCLVDT	PANASONIC	TOUGHBOOK SERVICES	MCL MOBILITY PLATFORM - DEVELOPER PACK - DEVELOPER PRO VOICE/3 YEARS/TEAM (5XMCL-DESIGNER VC	EACH	$ 13,720.00	0%	$ 13,720.00
S	FZ-SVCFESSEG	PANASONIC	TOUGHBOOK SERVICES	CONSULTING SERVICES - ONE SEGMENT (NUMBER OF SEGMENTS REQUIRED FOR PROJECT TBD BEFORE SALE	EACH	$ 6,250.00	0%	$ 6,250.00
S	ST-DEPINOLAEMS08A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet installation services Engineered specifically for New Orleans EMS 20	EACH	$ 526.00	0%	$ 526.00
S	ST-DEPINOLAEMS08B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Engineered specifically for New Orleans 2021+ Frazer Gas Vehicles - NOLA	EACH	$ 2,420.00	0%	$ 2,420.00
S	ST-DEPINOLAEMS09A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet installation services Engineered specifically for New Orleans EMS 20	EACH	$ 609.00	0%	$ 609.00
S	ST-DEPINOLAEMS09B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Engineered specifically for New Orleans 2021+ Interceptor/Pursuit SUV - N	EACH	$ 3,045.00	0%	$ 3,045.00
S	ST-DEPINBCFR32	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – CF33 Tablet with Keyboard Kit Engineered specifically for Broward County I	EACH	$ 2,780.00	0%	$ 2,780.00
S	ST-DEPINOLAEMS01A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet installation services Engineered specifically for New Orleans EMS 20	EACH	$ 484.00	0%	$ 484.00
S	ST-DEPINOLAEMS01B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – G2 Installation Kit Engineered specifically for New Orleans EMS 2017 and n	EACH	$ 2,120.00	0%	$ 2,120.00
S	ST-DEPINOLAEMS02A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet side-mount installation services Engineered specifically for New Orle	EACH	$ 634.00	0%	$ 634.00
S	ST-DEPINOLAEMS02B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – G2 Installation Side-Mount Kit Engineered specifically for New Orleans EMS	EACH	$ 3,100.00	0%	$ 3,100.00
S	ST-DEPINOLAEMS03A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - Antenna installation services Engineered specifically for New Orleans EMS veh	EACH	$ 517.00	0%	$ 517.00
S	ST-DEPINOLAEMS03B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Antenna installation Engineered specifically for New Orleans EMS vehicles	EACH	$ 408.00	0%	$ 408.00
S	ST-DEPINOLAEMS06A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - G2 tablet installation services Engineered specifically for New Orleans EMS ne	EACH	$ 634.00	0%	$ 634.00
S	ST-DEPINOLAEMS06B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Engineered specifically for New Orleans new Ford Explorer Civilian Model V	EACH	$ 2,870.00	0%	$ 2,870.00
S	ST-DEPINOLAEMS07A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - Rear Rugged Power Supply installation services Engineered specifically for Nev	EACH	$ 234.00	0%	$ 234.00
S	ST-DEPINOLAEMS07B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – Rear Rugged Power Supply Engineered specifically for New Orleans EMS veh	EACH	$ 457.00	0%	$ 457.00
S	ST-DEPINBCFR16A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services - FZ40 Installation Solution Engineered specifically for Broward County Fire and	EACH	$ 634.00	0%	$ 634.00
S	ST-DEPINBCFR16B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – FZ40 Installation Kit Engineered specifically for Broward County Fire and EM	EACH	$ 3,905.00	0%	$ 3,905.00
S	ST-DEPINBCFR17A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services – FZ40 Installation Solution Engineered specifically for Broward County Fire and	EACH	$ 634.00	0%	$ 634.00
S	ST-DEPINBCFR17B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – FZ40 Installation Kit Engineered specifically for Broward County Fire and EM	EACH	$ 4,415.00	0%	$ 4,415.00
S	ST-DEPINBCFR18A	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Services Solution – FZ40 Installation Solution Engineered specifically for Broward County	EACH	$ 1,515.00	0%	$ 1,515.00
S	ST-DEPINBCFR18B	PANASONIC	TOUGHBOOK SERVICES	Panasonic Vehicle Installation Kit – FZ40 Installation Kit Engineered specifically for Broward County Fire and EM	EACH	$ 3,905.00	0%	$ 3,905.00
S	ST-DEPINLBRVPDU	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Labor – Vehicle Installation Labor with VPDU – Approved solution is kitted and is not veh	EACH	$ 1,130.00	0%	$ 1,130.00
S	FZ-SVCPRUAA1YER	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - One Year - Ultimate Care Warranty, Exchange Upon Receipt progr	EACH	$ 91.25	0%	$ 91.25
S	FZ-SVCPRUAA3YER	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - Three Year (Years 1, 2, and 3) - Ultimate Care Warranty, Exchange	EACH	$ 275.00	0%	$ 275.00
S	FZ-SVCPRUAA5YER	PANASONIC	TOUGHBOOK SERVICES	Peak Ryzex specific - Premier CSP Program - Five Year (Years 1, 2, 3, 4, and 5) - Ultimate Care Warranty, Excha	EACH	$ 465.00	0%	$ 465.00
S	ST-DEPINDHE3302	PANASONIC	TOUGHBOOK SERVICES	Panasonic 33 Tablet Forklift Dock Installation Kit – Solution includes Havis Panasonic 33 tablet dock, Havis rug	EACH	$ 1,895.00	0%	$ 1,895.00
S	SVC-PSASSET1000A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 1000 ASSETS.	EACH	$ 4,565.00	0%	$ 4,565.00
S	SVC-PSASSET2000A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 2000 ASSETS.	EACH	$ 8,585.00	0%	$ 8,585.00
S	SVC-PSASSET250A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 250 ASSETS.	EACH	$ 1,260.00	0%	$ 1,260.00
S	SVC-PSASSET3000A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 3000 ASSETS.	EACH	$ 12,245.00	0%	$ 12,245.00
S	SVC-PSASSET4000A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 4000 ASSETS.	EACH	$ 15,485.00	0%	$ 15,485.00
S	SVC-PSASSET5000A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 5000 ASSETS.	EACH	$ 18,425.00	0%	$ 18,425.00
S	SVC-PSASSET500A	PANASONIC	TOUGHBOOK SERVICES	MOBILITY ASSET MANAGEMENT ANNUAL (12 MONTHS) SUBSCRIPTION FOR UPTO 500 ASSETS.	EACH	$ 2,400.00	0%	$ 2,400.00
S	CF-SVCPDEPNP	PANASONIC	TOUGHBOOK SERVICES	Computer Deployment (Non Panasonic/Toughbook) - Deployment and kitting of up to 4 items with one laptop	EACH	$ 129.00	0%	$ 129.00
S	ST-DEPINS55FULL03	PANASONIC	TOUGHBOOK SERVICES	Panasonic 55 No Pass thru Full Vehicle Installation Kit - Package includes vehicle specific base, adjustable pole,	EACH	$ 2,665.00	0%	$ 2,665.00
S	ST-DEPINDHE3301	PANASONIC	TOUGHBOOK SERVICES	Panasonic 33 Tablet Forklift Mount Kit - Solution includes Panasonic 33 tablet dock, universal mounting plate t	EACH	$ 1,545.00	0%	$ 1,545.00
S	FZ-SVCHHN1TACKITGC	PANASONIC	TOUGHBOOK SERVICES	FEDGOV: Juggernaut Kitting Service (GLENAIR CABLE): Service includes kitting the Juggernaut Ruggedized Cas	EACH	$ 64.94	0%	$ 64.94
S	ST-DEPINCPADV3Y	PANASONIC	TOUGHBOOK SERVICES	CRADLEPOINT ADVANCED IBR900 INSTALLATION SOLUTION - PACKAGE INCLUDES CRADLEPOINT ROUTER WIT	EACH	$ 3,710.00	0%	$ 3,710.00
S	FZ-SVCPRUAA1YAP	PANASONIC	TOUGHBOOK SERVICES	PREMIER CSP PROGRAM - ONE YEAR (APOS) - ULTIMATE CARE WARRANTY, ADVANCED EXCHANGE PROGRAM	EACH	$ 120.00	0%	$ 120.00
S	FZ-SVCPRUANA1YAP	PANASONIC	TOUGHBOOK SERVICES	Premier CSP Program - One Year (APOS) - Ultimate Care Warranty, Advanced Exchange program (Customer co	EACH	$ 111.00	0%	$ 111.00
S	FZ-SVTCSPVHHUC1YA	PANASONIC	TOUGHBOOK SERVICES	EDGE - APOS ULTIMATE CARE PROTECTION FOR CSPs - NHRC - HANDHELD (Single Year) - FZ-T1	EACH	$ 65.00	0%	$ 65.00
S	ST-DEPINVPDUKIT	PANASONIC	TOUGHBOOK SERVICES	VPDU and Wiring Kit – Solution includes Vehicle Power Distribution Unit (shut down timer with integrated 4 pc	EACH	$ 399.00	0%	$ 399.00
S	FZ-SVTCVCSPTSO32Y	PANASONIC	TOUGHBOOK SERVICES	VELOCITOR SPECIFIC - EDGE - FZ-T1 AND FZ-L1 YEARS 1, 2, AND 3 ULTIMATE CARE WARRANTY, ADVANCED EX	EACH	$ 261.00	0%	$ 261.00
S	FZ-SVTCVHHOSUC3Y	PANASONIC	TOUGHBOOK SERVICES	Edge Ultimate Care with Premier Android OS Maintenance - NHRC - FZ-S1 Handheld and Tablet Devices (Year 1	EACH	$ 298.00	0%	$ 298.00
S	ST-DEPINBW3301	PANASONIC	TOUGHBOOK SERVICES	Panasonic CF33 Flat Surface / Wall Vehicle Mounting Kit - Package includes Panasonic CF33 dual pass thru doc	EACH	$ 2,325.00	0%	$ 2,325.00
S	ST-DEPINSWPP01	PANASONIC	TOUGHBOOK SERVICES	Panasonic 55 Dual Pass Thru Dock Swap with Antenna and Power Kit - Package includes Toughbook 55 dual pa	EACH	$ 2,110.00	0%	$ 2,110.00
S	ST-DEPINSWPP02	PANASONIC	TOUGHBOOK SERVICES	Panasonic 55 Dual Pass Thru Dock Swap Power Kit (without Antenna) - Package includes Toughbook 55 dual pa	EACH	$ 1,950.00	0%	$ 1,950.00
S	ST-DEPINSWPP03	PANASONIC	TOUGHBOOK SERVICES	Panasonic 55 No Pass Thru Dock Swap Power Kit - Package includes Toughbook 55 no pass thru dock, VPDU in	EACH	$ 1,765.00	0%	$ 1,765.00
S	ST-DEPINSWPP04	PANASONIC	TOUGHBOOK SERVICES	Panasonic 55 Cradle Swap with Power Kit - Package includes Toughbook 55 form fit cradle (no electronics), VP	EACH	$ 1,320.00	0%	$ 1,320.00
S	ST-DEPINLBRADV01	PANASONIC	TOUGHBOOK SERVICES	Advanced Onsite Labor - Solution includes onsite vehicle installation assuming access to at least 4 vehicles per	EACH	$ 825.00	0%	$ 825.00
S	ST-DEPINLBRBAS01	PANASONIC	TOUGHBOOK SERVICES	Basic Onsite Labor - Solution includes onsite vehicle installation assuming access to at least 6 vehicles per day	EACH	$ 583.00	0%	$ 583.00
S	ST-DEPENINA3RCCRT	PANASONIC	TOUGHBOOK SERVICES	Receiving Cart A3 Installation Solution – Package includes flat surface mount, tall tablet clevis with swivel, A3	EACH	$ 1,265.00	0%	$ 1,265.00
S	ST-DEPINVLSCG02	PANASONIC	TOUGHBOOK SERVICES	SCG VULOCK WITH SMART PORT UP TO 1600 USER SITE LICENSE - FOR DEVICES/VEHICLES THAT HAVE GPS. SC	EACH	$ 293,045.00	0%	$ 293,045.00
S	FZ-SVTCVHHUC1Y	PANASONIC	TOUGHBOOK SERVICES	EDGE ULTIMATE CARE PROTECTION - NHRC - FZ-T1 / FZ-L1 / FZ-S1 HANDHELD AND TABLE DEVICES (YEAR 1 OI	EACH	$ 135.00	0%	$ 135.00
S	FZ-SVTCVHHUC2Y	PANASONIC	TOUGHBOOK SERVICES	EDGE ULTIMATE CARE PROTECTION - NHRC - FZ-T1 / FZ-L1 / FZ-S1 HANDHELD AND TABLE DEVICES (YEARS 1 a	EACH	$ 195.00	0%	$ 195.00
S	FZ-SVTCVHHEXTY2	PANASONIC	TOUGHBOOK SERVICES	EDGE EXTENDED MANUFACTURERS WARRANTY - NHRC - FZ-T1 / FZ-L1 / FZ-S1 HANDHELD AND TABLE DEVICE	EACH	$ 45.00	0%	$ 45.00
S	FZ-SVTCVHHEXTY23	PANASONIC	TOUGHBOOK SERVICES	EDGE EXTENDED MANUFACTURERS WARRANTY - NHRC - FZ-T1 / FZ-L1 / FZ-S1 HANDHELD AND TABLE DEVICE	EACH	$ 95.00	0%	$ 95.00
S	FZ-SVTCVHHEXTY3	PANASONIC	TOUGHBOOK SERVICES	EDGE EXTENDED MANUFACTURERS WARRANTY - NHRC - FZ-T1 / FZ-L1 / FZ-S1 HANDHELD AND TABLE DEVICE	EACH	$ 69.00	0%	$ 69.00
S	ST-DEPINS55HV0USB	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK 55 HAVIS NO-PASS DOCK WITH USB HUB KIT - PACKAGE INCLUDES TOUGHBOOK 55 HAVIS NO-P	EACH	$ 1,635.00	0%	$ 1,635.00
S	ST-DEPINS55HV2USB	PANASONIC	TOUGHBOOK SERVICES	TOUGHBOOK 55 HAVIS DUAL-PASS DOCK WITH USB HUB KIT - PACKAGE INCLUDES TOUGHBOOK 55 HAVIS DU	EACH	$ 1,825.00	0%	$ 1,825.00
S	ST-DEPINHNTBCHPD01	PANASONIC	TOUGHBOOK SERVICES	Panasonic Dock Swap Labor - Solution includes dock swap installation labor, a basic install kit, and project mar	EACH	$ 409.00	0%	$ 409.00
S	ST-DEPINSCNMNT01	PANASONIC	TOUGHBOOK SERVICES	PANASONIC FORKLIFT SOLUTION SCANNER MOUNT UPGRADE ADD A RUGGED SCANNER CRADLE AND MOUN	EACH	$ 126.00	0%	$ 126.00
S	ST-DEPIN33FLR	PANASONIC	TOUGHBOOK SERVICES	PANASONIC FORKLIFT SOLUTION PANASONIC 33 TABLET REMOVEABLE - INCLUDES 33 TABLET DOCK, POWER	EACH	$ 1,650.00	0%	$ 1,650.00
S	MCL-SVCFESMCLDBLK	PANASONIC	TOUGHBOOK SERVICES	CONSULTING SERVICES - ONE BLOCK (NUMBER OF BLOCKS REQUIRED FOR PROJECT TBD BEFORE SALE BY ENG	EACH	$ 15,999.00	0%	$ 15,999.00
S	FZ-SVTCHHPAE1Y	PANASONIC	TOUGHBOOK SERVICES	EDGE - YEAR 1 ADVANCED EXCHANGE AT PNSCM (PEAK RYZEX) - UNIT SHIPS VIA NEXT DAY AIR FROM PSSNA	EACH	$ 41.25	0%	$ 41.25
S	FZ-SVTCHHUCLT3Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE WARRANTY PLUS OS - 3 YEAR (36 MONTH) ULTIMATE CARE HARDWARE WARRANTY INCLUDI	EACH	$ 267.00	0%	$ 267.00
S	FZ-SVTCHHUCLT4Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE WARRANTY PLUS OS - 4 YEAR (48 MONTH) ULTIMATE CARE HARDWARE WARRANTY INCLUDI	EACH	$ 359.00	0%	$ 359.00
S	FZ-SVTCHHUCLT5Y	PANASONIC	TOUGHBOOK SERVICES	ULTIMATE CARE WARRANTY PLUS OS - 5 YEAR (60 MONTH) ULTIMATE CARE HARDWARE WARRANTY INCLUDI	EACH	$ 446.00	0%	$ 446.00
S	CF-SVCPDUNCI	PANASONIC	TOUGHBOOK SERVICES	PROJECT SPECIFIC UCNI DEPLOYMENT SERVICE TO INCLUDE PCPE-CDSS4AP MOUNTING TRAY SUPPORTING CI	EACH	$ 175.00	0%	$ 175.00
S	FZ-SVTCHHBOX	PANASONIC	TOUGHBOOK SERVICES	EDGE - GREEN SHIPMENT OPTION - CUSTOM BOX FOR BULK DEPLOYMENT OF QUANTITIES UP TO 20 UNITS PI	EACH	$ 46.00	0%	$ 46.00
S	ST-DEPINELECTUP	PANASONIC	TOUGHBOOK SERVICES	PANASONIC FORKLIFT SOLUTION - ELETRIC POWER SUPPLY UPGRADE - SWAP THE POWER SUPPLY FROM GAS,	EACH	$ 259.00	0%	$ 259.00
S	ST-DEPINA3FLR	PANASONIC	TOUGHBOOK SERVICES	PANASONIC FORKLIFT SOLUTION A3 REMOVEABLE - INCLUDES A3 DOCK, POWER SUPPLY FOR GAS/PROPANE	EACH	$ 1,330.00	0%	$ 1,330.00
S	ST-DEPINS5STMK01	PANASONIC	TOUGHBOOK SERVICES	Toughbook 55 Basic Truck Mounting Kit - Package includes vehicles specific base, pole, heavy duty support bra	EACH	$ 2,280.00	0%	$ 2,280.00
S	FZ-SVCTCHHUC3Y1	PANASONIC	TOUGHBOOK SERVICES	FZ-N1 Three year Handheld Manufacturer's No Fault Warranty (Years 1, 2, and 3) - FX Only. One time Billing	EACH	$ 187.00	0%	$ 187.00
S	FZ-SVTCHHDEP	PANASONIC	TOUGHBOOK SERVICES	EDGE - DEPLOYMENT AT PNSCM. INCLUDES SINGLE OR DUAL SIM INSTALLATION, SD CARD INSTALLATION (CL	EACH	$ 85.00	0%	$ 85.00
S	FZ-SVTCHHDEP1000	PANASONIC	TOUGHBOOK SERVICES	EDGE - DEPLOYMENT AT PNSCM. INCLUDES SINGLE OR DUAL SIM INSTALLATION, SD CARD INSTALLATION (CL	EACH	$ 60.00	0%	$ 60.00
1T-1	FZ-SVTCHHDEP200	PANASONIC	TOUGHBOOK SERVICES	EDGE - DEPLOYMENT AT PNSCM. INCLUDES SINGLE OR DUAL SIM INSTALLATION, SD CARD INSTALLATION (CL	EACH	$ 69.00	0%	$ 69.00
S	FZ-SVTCHHDEP500	PANASONIC	TOUGHBOOK SERVICES	EDGE - DEPLOYMENT AT PNSCM. INCLUDES SINGLE OR DUAL SIM INSTALLATION, SD CARD INSTALLATION (CL	EACH	$ 65.00	0%	$ 65.00
S	FZ-SVTCHHBRZ	PANASONIC	TOUGHBOOK SERVICES	EDGE - BASIC DEPLOYMENT AT PNSCM. INCLUDES INSTALLING ONE OR TWO SIM'S, SD CARD (SUPPLIED BY CL	EACH	$ 65.00	0%	$ 65.00
S	FZ-SVTCHHBRZ1000	PANASONIC	TOUGHBOOK SERVICES	EDGE - BASIC DEPLOYMENT AT PNSCM. INCLUDES INSTALLING ONE OR TWO SIM'S, SD CARD (SUPPLIED BY CL	EACH	$ 55.00	0%	$ 55.00
1T-1	FZ-SVTCHHBRZ200	PANASONIC	TOUGHBOOK SERVICES	EDGE - BASIC DEPLOYMENT AT PNSCM. INCLUDES INSTALLING ONE OR TWO SIM'S, SD CARD (SUPPLIED BY CL	EACH	$ 63.00	0%	$ 63.00
S	FZ-SVTCHHBRZ500	PANASONIC	TOUGHBOOK SERVICES	EDGE - BASIC DEPLOYMENT AT PNSCM. INCLUDES INSTALLING ONE OR TWO SIM'S, SD CARD (SUPPLIED BY CL	EACH	$ 60.00	0%	$ 60.00
S	FZ-SVTCHHCONFIG	PANASONIC	TOUGHBOOK SERVICES	EDGE - ADDITIONAL CUSTOM CONFIGURATION (15 MINUTE INTERVALS) DURING DEPLOYMENT AT PNSCM FC	EACH	$ 35.00	0%	$ 35.00
S	FZ-SVTCHHKIT4	PANASONIC	TOUGHBOOK SERVICES	EDGE - KITTING UP TO 4 ITEMS DURING DEPLOYMENT AT PNSCM. INCLUDES BOXING AND SHIPPING COSTS FI	EACH	$ 50.00	0%	$ 50.00
S	FZ-SVTCHHLESETUP	PANASONIC	TOUGHBOOK SERVICES	EDGE - LASER ETCHING AT PNSCM. SET UP FEE FOR FZ-N1, FZ-A3, FZ-T1, FZ-L1	EACH	$ 1,025.00	0%	$ 1,025.00
S	FZ-SVTCHHLETCH	PANASONIC	TOUGHBOOK SERVICES	EDGE - LASER ETCHING AT PNSCM. PER UNIT CHARGE FOR FZ-N1, FZ-A3, FZ-T1, FZ-L1	EACH	$ 15.50	0%	$ 15.50
S	FZ-SVTCHHSTORAGE	PANASONIC	TOUGHBOOK SERVICES	EDGE - STORAGE FEE - 1 PALLET - PER MONTH- 260 UNITS AT PNSCM FOR FZ-N1, FZ-A3, FZ-T1, FZ-L1	EACH	$ 75.00	0%	$ 75.00
S	FZ-SVTCHHWA	PANASONIC	TOUGHBOOK SERVICES	EDGE - WIRELESS ACTIVATION DURING DEPLOYMENT AT PNSCM. INCLUDES ACTIVATION and TESTING FOR FZ	EACH	$ 30.00	0%	$ 30.00
S	FZ-SVCHHZTDEPOU	PANASONIC	TOUGHBOOK SERVICES	EDGE: ZERO TOUCH DEPLOYMENT SERVICE - ONETIME UPLOAD. UPLOAD INITIAL DEVICE INFORMATION TO C	EACH	$ 4.50	0%	$ 4.50
S	FZ-SVCHHZTDEPLT	PANASONIC	TOUGHBOOK SERVICES	EDGE: ZERO TOUCH DEPLOYMENT SERVICE LONG TERM. UPLOAD INITIAL DEVICE INFORMATION AND PROVIC	EACH	$ 9.00	0%	$ 9.00
S	CF-SVCMACADNA	PANASONIC	TOUGHBOOK SERVICES	Panasonic MAC Address Collection during Bronze or Premier Deployment services performed at the National S	EACH	$ 12.00	0%	$ 12.00
S	CF-SVCLOGOPROOF	PANASONIC	TOUGHBOOK SERVICES	Branding Badge Proof - Qty 2 provided. Artwork Required. 2 weeks ARO.	EACH	$ 130.00	0%	$ 130.00
S	CF-SVCUIDTAG	PANASONIC	TOUGHBOOK SERVICES	UID TAG (Hardware Only) at National Service Center	EACH	$ 8.00	0%	$ 8.00
S	CF-SVCWIREDEP	PANASONIC	TOUGHBOOK SERVICES	Wireless Activation and Testing (One Time Only)	EACH	$ 55.00	0%	$ 55.00
S	CF-SVCLOGOINST	PANASONIC	TOUGHBOOK SERVICES	Branding/Logo badge or asset tag installation ONLY without Deployment. Branding badge SKU sold separately.	EACH	$ 43.00	0%	$ 43.00
S	CF-SVCDEPCTACT1	PANASONIC	TOUGHBOOK SERVICES	Absolute DDS ACTIVATION ONLY during deployment services (Heartland Only)	EACH	$ 59.00	0%	$ 59.00
S	CF-SVCPDSSTOR	PANASONIC	TOUGHBOOK SERVICES	"Toughbook & Toughpad Storage Service - Includes Unit Storage at the Panasonic National Service Center (1 da	EACH	$ 35.00	0%	$ 35.00
S	CF-SVCDEPCTACT2	PANASONIC	TOUGHBOOK SERVICES	Absolute DDS ACTIVATION ONLY after deployment services (Heartland Only)	EACH	$ 120.00	0%	$ 120.00
S	CF-SVCASTAGHTLD	PANASONIC	TOUGHBOOK SERVICES	Asset Tag only - application not included	EACH	$ 8.00	0%	$ 8.00
S	FZ-SVTCHHAE3Y	PANASONIC	TOUGHBOOK SERVICES	EDGE - YEARS 1,2 AND 3 ADVANCED EXCHANGE AT PNSCM - UNIT SHIPS VIA NEXT DAY AIR FROM CUSTOMER	EACH	$ 20.00	0%	$ 20.00
S	FZ-SVTCHHAE4Y	PANASONIC	TOUGHBOOK SERVICES	EDGE - YEARS 1, 2,3 AND 4 ADVANCED EXCHANGE AT PNSCM - UNIT SHIPS VIA NEXT DAY AIR FROM CUSTOM	EACH	$ 35.00	0%	$ 35.00
S	FZ-SVTCHHAE5Y	PANASONIC	TOUGHBOOK SERVICES	EDGE - YEARS 1,2,3, 4 AND 5 ADVANCED EXCHANGE AT PNSCM - UNIT SHIPS VIA NEXT DAY AIR FROM CUSTO	EACH	$ 60.00	0%	$ 60.00
S	FZ-SVTCHHEXT2Y	PANASONIC	TOUGHBOOK SERVICES	EDGE EXTENDED MANUFACTURERS WARRANTY - NHRC - HANDHELD 4TH AND 5TH YEAR - FZ-N1, FZ-A3	EACH	$ 195.00	0%	$ 195.00
S	FZ-SVCHHFESCNS	PANASONIC	TOUGHBOOK SERVICES	EDGE: FIELD ENGINEERING SUPPORT - DAILY CONSULTING RATE	EACH	$ 2,875.00	0%	$ 2,875.00
S	FZ-SVCHHFESTVL	PANASONIC	TOUGHBOOK SERVICES	EDGE: FIELD ENGINEERING SUPPORT - CONSULTANT TRAVEL CHARGE	EACH	$ 2,875.00	0%	$ 2,875.00
S	FZ-SVCHHFES3	PANASONIC	TOUGHBOOK SERVICES	EDGE: FIELD ENGINEERING SUPPORT FOR CUSTOMERS TO BE USED FOR ANDROID ZERO TOUCH DEPLOYMENT	EACH	$ 5.00	0%	$ 5.00
S	FZ-SVCHHFES5	PANASONIC	TOUGHBOOK SERVICES	EDGE: FIELD ENGINEERING SUPPORT FOR CUSTOMERS TO BE USED FOR ANDROID ZERO TOUCH DEPLOYMENT	EACH	$ 7.50	0%	$ 7.50
S	FZ-SVCHHFES10	PANASONIC	TOUGHBOOK SERVICES	EDGE: FIELD ENGINEERING SUPPORT FOR CUSTOMERS TO BE USED FOR ANDROID ZERO TOUCH DEPLOYMENT	EACH	$ 15.00	0%	$ 15.00
S	FZ-SVCHHFES20	PANASONIC	TOUGHBOOK SERVICES	EDGE: FIELD ENGINEERING SUPPORT FOR CUSTOMERS TO BE USED FOR ANDROID ZERO TOUCH DEPLOYMENT	EACH	$ 30.00	0%	$ 30.00
S	FZ-SVTCVCSPTSO1Y	PANASONIC	TOUGHBOOK SERVICES	VELOCITOR SPECIFIC - EDGE - FZ-T1 AND FZ-L1 - YEAR 1 ULTIMATE CARE WARRANTY, ADVANCED EXCHANGE I	EACH	$ 120.00	0%	$ 120.00
S	FZ-SVTCVCSPTSO2Y	PANASONIC	TOUGHBOOK SERVICES	VELOCITOR SPECIFIC - EDGE - FZ-T1 AND FZ-L1 YEARS 1 AND 2 - ULTIMATE CARE WARRANTY, ADVANCED EXC	EACH	$ 210.00	0%	$ 210.00
S	FZ-SVCPRTUAAY1	PANASONIC	TOUGHBOOK SERVICES	PEAK RYZEX SPECIFIC - EDGE - FZ-T1 AND FZ-L1 YEAR 1 ULTIMATE CARE WARRANTY, ADVANCED EXCHANGE P	EACH	$ 120.00	0%	$ 120.00

S	FZ-SVCPRTUAAY2	PANASONIC	TOUGHBOOK SERVICES	PEAK RYZEX SPECIFIC - EDGE - FZ-T1 AND FZ-L1 YEARS 1 AND 2 - ULTIMATE CARE WARRANTY, ADVANCED EXC	EACH	$ 210.00	0%	$ 210.00
S	FZ-SVCPRTUAAY3	PANASONIC	TOUGHBOOK SERVICES	PEAK RYZEX SPECIFIC - EDGE - FZ-T1 AND FZ-L1 YEARS 1, 2, AND 3 - ULTIMATE CARE WARRANTY, ADVANCED I	EACH	$ 310.00	0%	$ 310.00
S	CF-SVCFESTVL	PANASONIC	TOUGHBOOK SERVICES	Field Engineering Support - Consultant Travel Charge-Project Based, contact Panasonic Proservice Team for fur	EACH	$ 2,599.00	0%	$ 2,599.00
S	FZ-SVHHHSW5Y	PANASONIC	TOUGHBOOK SERVICES	"EDGE Hot Swap Service - Customer Owned Inventory - Handheld (Years 1,2,3,4 & 5)"	EACH	$ 230.00	0%	$ 230.00
S	FZ-SVHHHSW4Y	PANASONIC	TOUGHBOOK SERVICES	"EDGE Hot Swap Service - Customer Owned Inventory - Handheld (Years 1,2,3 & 4)"	EACH	$ 175.00	0%	$ 175.00
S	FZ-SVHHHSW3Y	PANASONIC	TOUGHBOOK SERVICES	"EDGE Hot Swap Service - Customer Owned Inventory - Handheld (Years 1,2 & 3)"	EACH	$ 125.00	0%	$ 125.00
S	FZ-SVHHEXTY4	PANASONIC	TOUGHBOOK SERVICES	EDGE Extended Manufacturers Warranty - Handheld 4th Year	EACH	$ 110.00	0%	$ 110.00
S	FZ-SVHHEXT2Y	PANASONIC	TOUGHBOOK SERVICES	EDGE Extended Manufacturers Warranty - Handheld 4th & 5th Year	EACH	$ 195.00	0%	$ 195.00
S	ST-DEPINTRAVEL3	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Service - Travel charge for one day onsite. Includes cost for one day of travel and expens	EACH	$ 2,499.00	0%	$ 2,499.00
S	CF-SVMCLMTPSV9Y1U1	PANASONIC	TOUGHBOOK SERVICES	MCL-VOICE DEVELOPER PACK-DEVELOPER PRO TERM 1 YEAR-MCL-VOICE DEVELOPER PACK INCLUDES : 1 X M	EACH	$ 4,985.00	0%	$ 4,985.00
S	CF-SVCMCLMTMRC2Y1	PANASONIC	TOUGHBOOK SERVICES	REMOTE SCREEN SHARING / CONTROL, THIS FEATURE NEEDS TO BE ADDED TO AN EXISTING SUBSCRIPTION O	EACH	$ 25.00	0%	$ 25.00
S	CF-SVCMCLMTPSV2Y1	PANASONIC	TOUGHBOOK SERVICES	MCL-VOICE IS A SOFTWARE RUNNING ON THE MOBILE DEVICE WHICH EXECUTES THE MCL VOICE ENABLED A	EACH	$ 330.00	0%	$ 330.00
S	CF-SVCFESBLK	PANASONIC	TOUGHBOOK SERVICES	CONSULTING SERVICES - ONE BLOCK (NUMBER OF BLOCKS REQUIRED FOR PROJECT TBD BEFORE SALE BY ENG	EACH	$ 15,999.00	0%	$ 15,999.00
S	CF-SVCADDPRM24B	PANASONIC	TOUGHBOOK SERVICES	ABSOLUTE RESILIENCE - 24 MONTH UPGRADE TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY. CAN OI	EACH	$ 59.00	0%	$ 59.00
S	CF-SVCADDPRM36B	PANASONIC	TOUGHBOOK SERVICES	ABSOLUTE RESILIENCE - 36 MONTH UPGRADE TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY. CAN OI	EACH	$ 83.00	0%	$ 83.00
S	CF-SVCADDPRM48B	PANASONIC	TOUGHBOOK SERVICES	ABSOLUTE RESILIENCE - 48 MONTH UPGRADE TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY. CAN OI	EACH	$ 107.00	0%	$ 107.00
S	CF-SVCFESMCLD	PANASONIC	TOUGHBOOK SERVICES	MCL CONSULTING SERVICES - PER DAY CHARGE	EACH	$ 2,950.00	0%	$ 2,950.00
S	CF-SVCFESMCLH	PANASONIC	TOUGHBOOK SERVICES	MCL CONSULTING SERVICES - PER HOUR CHARGE	EACH	$ 339.00	0%	$ 339.00
S	CF-SVCFESMCLT	PANASONIC	TOUGHBOOK SERVICES	MCL CONSULTING SERVICES - PER TRIP CHARGE	EACH	$ 2,950.00	0%	$ 2,950.00
S	CF-SVCCUPORT	PANASONIC	TOUGHBOOK SERVICES	Panasonic Customer Access.	EACH	$ 28.00	0%	$ 28.00
S	CF-SSGSVC3A	PANASONIC	TOUGHBOOK SERVICES	Panasonic 3 year Global Warranty program. Provides global service level agreement with global repair centers	EACH	$ 160.00	0%	$ 160.00
S	CF-SSGSVC3B	PANASONIC	TOUGHBOOK SERVICES	"Panasonic 3 year Global Warranty program. Provides global service level agreement with global repair center:	EACH	$ 140.00	0%	$ 140.00
1T-1	CF-SSGSVC4A	PANASONIC	TOUGHBOOK SERVICES	"Panasonic 4 year Global Warranty program. Provides global service level agreement with global repair center:	EACH	$ 185.00	0%	$ 185.00
1T-1	CF-SSGSVC4B	PANASONIC	TOUGHBOOK SERVICES	"Panasonic 4 year Global Warranty program. Provides global service level agreement with global repair center:	EACH	$ 165.00	0%	$ 165.00
1T-1	CF-SSGSVC5A	PANASONIC	TOUGHBOOK SERVICES	"Panasonic 5 year Global Warranty program. Provides global service level agreement with global repair center:	EACH	$ 210.00	0%	$ 210.00
S	CF-SSGSVC5B	PANASONIC	TOUGHBOOK SERVICES	"Panasonic 5 year Global Warranty program. Provides global service level agreement with global repair center:	EACH	$ 185.00	0%	$ 185.00
S	CF-SVCFLDPROJ	PANASONIC	TOUGHBOOK SERVICES	Project / Logistics Management (per Day)	EACH	$ 1,200.00	0%	$ 1,200.00
S	CF-SVCPROJMGMT	PANASONIC	TOUGHBOOK SERVICES	Project / Logistics Management (per unit)	EACH	$ 300.00	0%	$ 300.00
S	ST-DEPING1YT02	PANASONIC	TOUGHBOOK SERVICES	YARD TRUCK FZ-G1 NO PASS THRU HARDWARE KIT - PACKAGE INCLUDES G1 NO PASS THRU DOCK, FLAT SURF	EACH	$ 1,369.00	0%	$ 1,369.00
S	ST-DEPINSMRTPRT	PANASONIC	TOUGHBOOK SERVICES	VULOCK SMART PORT ? SOLUTION INCLUDES GPS PORT SHARING SOFTWARE FOR SERIAL SPLITTER. ALLOWS (	EACH	$ 59.00	0%	$ 59.00
S	ST-DEPIN33NPVKIT	PANASONIC	TOUGHBOOK SERVICES	CF-33 NO PASS THRU VEHICLE KIT - PACKAGE INCLUDES VEHICLE SPECIFIC BASE (YEAR MAKE MODEL MUST BI	EACH	$ 2,959.00	0%	$ 2,959.00
S	ST-DEPIN33PTVKIT	PANASONIC	TOUGHBOOK SERVICES	CF-33 PASS THRU VEHICLE KIT - PACKAGE INCLUDES VEHICLE SPECIFIC BASE (YEAR MAKE MODEL MUST BE PR	EACH	$ 3,519.00	0%	$ 3,519.00
S	ST-DEPINVPD02	PANASONIC	TOUGHBOOK SERVICES	VuLock Powered by DriveScreen with Motion Sensor - for fork lifts and devices/vehicles that do not have GPS.	EACH	$ 280.00	0%	$ 280.00
S	ST-DEPINHV3301	PANASONIC	TOUGHBOOK SERVICES	HAVIS CF-33 NO PASS THRU VEHICLE HARDWARE KIT - INCLUDES HAVIS CF-33 NO PASS THRU DOCK, HAVIS LI	EACH	$ 1,309.00	0%	$ 1,309.00
S	FZ-SVTCINTDOC	PANASONIC	TOUGHBOOK SERVICES	EDGE - INTERNATIONAL DOCUMENT FEE. BILLED PER INCIDENT AND ONLY USED IN CONJUNCTION WITH INTE	EACH	$ 35.00	0%	$ 35.00
S	ST-HHINALP01	PANASONIC	TOUGHBOOK SERVICES	EDGE - ALPINE FOODS G1 FORKLIFT ? MOUNTING KIT - SOLUTION INCLUDES FORKLIFT MOUNT WITH KEYBOA	EACH	$ 2,355.00	0%	$ 2,355.00
S	ST-DEPINADH01	PANASONIC	TOUGHBOOK SERVICES	Toughbook Installation - Ad-Hoc Components and/or kitting - Coverage for unplanned replacement of parts du	EACH	$ 340.00	0%	$ 340.00
S	FZ-SVHHEXTY5	PANASONIC	TOUGHBOOK SERVICES	EDGE Extended Manufacturers Warranty - Handheld 5th Year	EACH	$ 130.00	0%	$ 130.00
S	ST-DEPIN33DPSWP	PANASONIC	TOUGHBOOK SERVICES	CF-33 Dual Pass Dock Swap Solution - Includes Panasonic CF-33 vehicle dock (dual pass) for CF-33 keyed alike,	EACH	$ 1,908.00	0%	$ 1,908.00
S	ST-DEPIN33DPSWPA	PANASONIC	TOUGHBOOK SERVICES	CF-33 Dual Pass Dock with Antenna Swap Solution - Includes Panasonic CF-33 vehicle dock (dual pass) for CF-3	EACH	$ 2,199.00	0%	$ 2,199.00
S	ST-DEPIN33NPSWP	PANASONIC	TOUGHBOOK SERVICES	CF-33 No Pass Dock Swap Solution - Includes Panasonic CF-33 vehicle dock (no pass) for CF-33 keyed alike, mo	EACH	$ 1,808.00	0%	$ 1,808.00
S	ST-DEPININTERM1E	PANASONIC	TOUGHBOOK SERVICES	Intermodal ? Electric Forklift Overhead Hardware Kit - Solution includes no pass thru G1 dock, Universal Overh	EACH	$ 1,299.00	0%	$ 1,299.00
S	ST-DEPINVPD03	PANASONIC	TOUGHBOOK SERVICES	"Forklift Screen Blanking Sensor ? Package includes fully assembled usb motion sensor, cable, and magnetic ca	EACH	$ 200.00	0%	$ 200.00
S	ST-DEPININTERM2	PANASONIC	TOUGHBOOK SERVICES	Intermodal - Forklift Overhead Hardware Kit with Installation - Solution includes no pass thru G1 dock, Univers	EACH	$ 1,382.00	0%	$ 1,382.00
S	ST-DEPINVPD01	PANASONIC	TOUGHBOOK SERVICES	VuLock Powered by DriveScreen with Smart Port - for devices/vehicles that have GPS. Solution includes Drive!	EACH	$ 222.00	0%	$ 222.00
S	ST-PMPROJMGT	PANASONIC	TOUGHBOOK SERVICES	Panasonic Hourly Project Management	EACH	$ 250.00	0%	$ 250.00
S	ST-DEPINTRAVEL1	PANASONIC	TOUGHBOOK SERVICES	Panasonic Installation Service - Travel charge for one day onsite.	EACH	$ 1,549.00	0%	$ 1,549.00
1B-3	FZ-G2PZ-0NBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 5,388.64	12%	$ 4,742.00
1B-3	FZ-G2PZ01HBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,991.84	12%	$ 5,272.82
1B-3	FZ-G2PZ-0MBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 5,564.70	12%	$ 4,896.94
1B-3	FZ-G2NZ-0KBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 5,390.49	12%	$ 4,743.63
1B-3	FZ-G2NZ-0FBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,514.34	12%	$ 3,972.62
1B-3	FZ-G2PZ-0HBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 6,140.72	12%	$ 5,403.83
1B-3	FZ-G2PZ-0BBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,291.22	12%	$ 4,656.27
1B-3	FZ-G2NZ-0EBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,333.19	12%	$ 3,813.21
1B-3	FZ-G2NZ-11BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 6,271.10	12%	$ 5,518.57
1B-3	FZ-G2NZ-04BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 4,662.42	12%	$ 4,102.93
1B-3	FZ-G2NZ-12BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,797.93	12%	$ 5,102.18
1B-3	FZ-G2NZ-09BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,244.06	12%	$ 4,614.77
1B-3	FZ-G2NZ-08BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,095.77	12%	$ 4,484.28
1B-3	FZ-G2NZ-05BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 4,980.49	12%	$ 4,382.83
1B-3	FZ-G2NZ-06BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,689.46	12%	$ 5,006.72
1B-3	FZ-G2NZ-03BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 4,514.13	12%	$ 3,972.43
1B-3	FZ-G2NZ-01BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,107.82	12%	$ 4,494.88
1B-3	FZ-G2NZ-14BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,825.70	12%	$ 5,126.62
1B-3	FZ-G2NZ-00BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 4,398.85	12%	$ 3,870.99
1B-3	FZ-G2NZ-02BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 4,634.65	12%	$ 4,078.49
1B-3	FZ-G2NZ-10BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,562.13	12%	$ 4,894.67
1B-3	FZ-G2NZ-13BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,677.41	12%	$ 4,996.12
1B-3	FZ-G2NZ-07BM	PANASONIC	TOUGHBOOK TABLET	BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitiz	EACH	$ 5,216.29	12%	$ 4,590.34
1B-3	FZ-G2NZ-0JBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 5,081.22	12%	$ 4,471.47
1B-3	FZ-G2NZ014BM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 4,261.90	12%	$ 3,750.47
1B-3	FZ-G2NFM10BM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 4,131.11	12%	$ 3,635.38
1B-3	FZ-G2NZ002BM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 3,958.19	12%	$ 3,483.21
1B-3	FZ-G2NZ009BM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 3,957.14	12%	$ 3,482.28
1B-3	FZ-G2PKDMLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 6,460.29	12%	$ 5,685.06
1B-3	FZ-G2NZ00WBM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 5,003.05	12%	$ 4,402.68
1B-3	FZ-G2NZ00XBM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 4,288.31	12%	$ 3,773.71
1B-3	FZ-G2NKMBLBM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 4,830.13	12%	$ 4,250.51
1B-3	FZ-G2NZ00TBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,452.85	12%	$ 3,918.51
1B-3	FZ-G2NBMBXBM	PANASONIC	TOUGHBOOK TABLET	Lite, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitize	EACH	$ 3,666.85	12%	$ 3,226.83
1B-3	FZ-G2NBFBXBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 3,666.85	12%	$ 3,226.83
1B-3	FZ-G2NKFQLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,539.10	12%	$ 4,874.41
1B-3	FZ-G2NKFLLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,093.70	12%	$ 4,482.46
1B-3	FZ-G2NKFVLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,065.93	12%	$ 4,458.02
1B-3	FZ-G2NBFVXBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 3,902.65	12%	$ 3,434.33
1B-3	FZ-G2NBFLXBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 3,930.42	12%	$ 3,458.77
1B-3	FZ-G2NFGBBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,559.74	12%	$ 4,012.57
1B-3	FZ-G2NBFQXBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,375.82	12%	$ 3,850.72
1B-3	FZ-G2NFFLBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,512.06	12%	$ 3,970.61
1B-3	FZ-G2NFFVBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,484.29	12%	$ 3,946.18
1B-3	FZ-G2NFFQBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,957.46	12%	$ 4,362.56
1B-3	FZ-G2NFFDBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,363.77	12%	$ 3,840.12
1B-3	FZ-G2NFDBBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 4,893.01	12%	$ 4,305.85
1B-3	FZ-G2NBFDXBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 3,782.13	12%	$ 3,328.27
1B-3	FZ-G2NKFBLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,830.13	12%	$ 4,250.51
1B-3	FZ-G2NKFDLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,945.41	12%	$ 4,351.96
1B-3	FZ-G2NFCBBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 32(	EACH	$ 4,581.75	12%	$ 4,031.94
1B-3	FZ-G2NKGBLBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,141.38	12%	$ 4,524.41
1B-3	FZ-G2NFFBBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,248.49	12%	$ 3,738.67
1B-3	FZ-G2NBFBBBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 3,957.14	12%	$ 3,482.28
1B-3	FZ-G2NZ00MBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,533.54	12%	$ 3,989.52
1B-3	FZ-G2NZ00LBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,248.49	12%	$ 3,738.67
1B-3	FZ-G2PFF51BM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 5,712.54	12%	$ 5,027.04
1B-3	FZ-G2NZ00ABM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,358.53	12%	$ 3,835.51
1B-3	FZ-G2NZ00YBM	PANASONIC	TOUGHBOOK TABLET	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16(	EACH	$ 4,505.40	12%	$ 3,964.75

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.C.
Date: 4/27/2026

Date submitted: 04/16/2026 **Date requested:** 4/27/2026	**Action:** Ordinance	**Subject: Adopt Ordinance No. 26-1000, amending Ordinance No. 24-971 and replacing its Exhibit 1 associated with the approval of the Zoning Map Amendment (Rezone), Case No. RZPAD2024-001, Eloy Valley Specific Plan PAD First Amendment – Sawtooth – EDF Renewables.**

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:
Staff recommends that the City Council adopt Ordinance No. 26-1000, amending Ordinance No. 24-971 and replacing its Exhibit 1.

DISCUSSION:
On August 12, 2024, the City Council approved Ordinance No. 24-971, an amendment to the Zoning Map (rezone) to modify the existing Eloy Valley Specific Plan and Planned Area Development (PAD) zoning. This amendment allows Solar, Utility-Scale Generation, and Battery Energy Storage System facilities as permitted uses. Included in the amendment was the rezoning of approximately 96.07 acres of property from Single-Family Residential (R1-43) to R1-43 PAD. Upon review of Ordinance No. 24-971 and its associated graphic, a scrivener's error was identified in both the total area of R1-43 rezoned to R1-43 PAD and the graphical representation of this designation on Exhibit A of the ordinance.

The purpose of Ordinance No. 26-1000 is to amend and correct scriveners' errors in Ordinance No. 24-971. It should be noted that the City Council's adoption of Ordinance No. 26-1000 will not increase the total acreage allocated for Solar, Utility-Scale Generation, and Battery Energy Storage System facilities, as these designated areas were already accounted for.

FISCAL IMPACT:
No fiscal impacts are anticipated from the approval of this application.

Approved as to Form:



Stephen R. Cooper, City Attorney

ORDINANCE NO.: 26-1000

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, AMENDING ORDINANCE NO. 24-971 TO CORRECT A SCRIVENER'S ERROR AND REPLACING EXHIBIT 1 OF ORDINANCE NO. 24-971; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on August 12, 2024, the Mayor and City Council of the City of Eloy adopted Ordinance No. 24-971, approving an amendment to the Zoning Map (Rezone) for the Eloy Valley Specific Plan and Planned Area Development (PAD); and

WHEREAS, Ordinance No. 24-971 included the rezoning of property from Single-Family Residential (R1-43) to R1-43 PAD; and

WHEREAS, upon subsequent review, a scrivener's error was identified in Ordinance No. 24-971 regarding the acreage of property rezoned from R1-43 to R1-43 PAD, which was incorrectly stated as 50.61 acres instead of the correct 96.07 acres; and

WHEREAS, a scrivener's error was also identified in Exhibit 1 of Ordinance No. 24-971, which does not accurately depict the intended zoning designation; and

WHEREAS, the correction of these scrivener's errors is necessary to accurately reflect the intent of the City Council at the time of adoption and does not change the substance of the approved zoning beyond correcting the stated acreage and exhibit;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:

SECTION I. ACREAGE CORRECTION. Ordinance No. 24-971 is hereby amended to correct a scrivener's error by revising the acreage of property rezoned from Single-Family Residential (R1-43) to R1-43 PAD from 50.61 acres to 96.07 acres.

SECTION II. EXHIBIT REPLACEMENT. Exhibit 1 of Ordinance No. 24-971 is hereby replaced in its entirety with Exhibit A, attached hereto and incorporated herein by this reference.

SECTION III. REMAINING PROVISIONS. All other provisions, incorporated resolutions, and conditions of approval set forth in Ordinance No. 24-971 shall remain unchanged and in full force and effect.

SECTION III. SEVERABILITY. If any section, subdivision, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of the Ordinance or parts thereof.

SECTION IV. EFFECTIVE DATE. This Ordinance shall become effective as provided by law on 28th day of May, 2024.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona, on this 27th day of April, 2026.

BY:

_____
Andrew Sutton, Mayor

ATTEST:

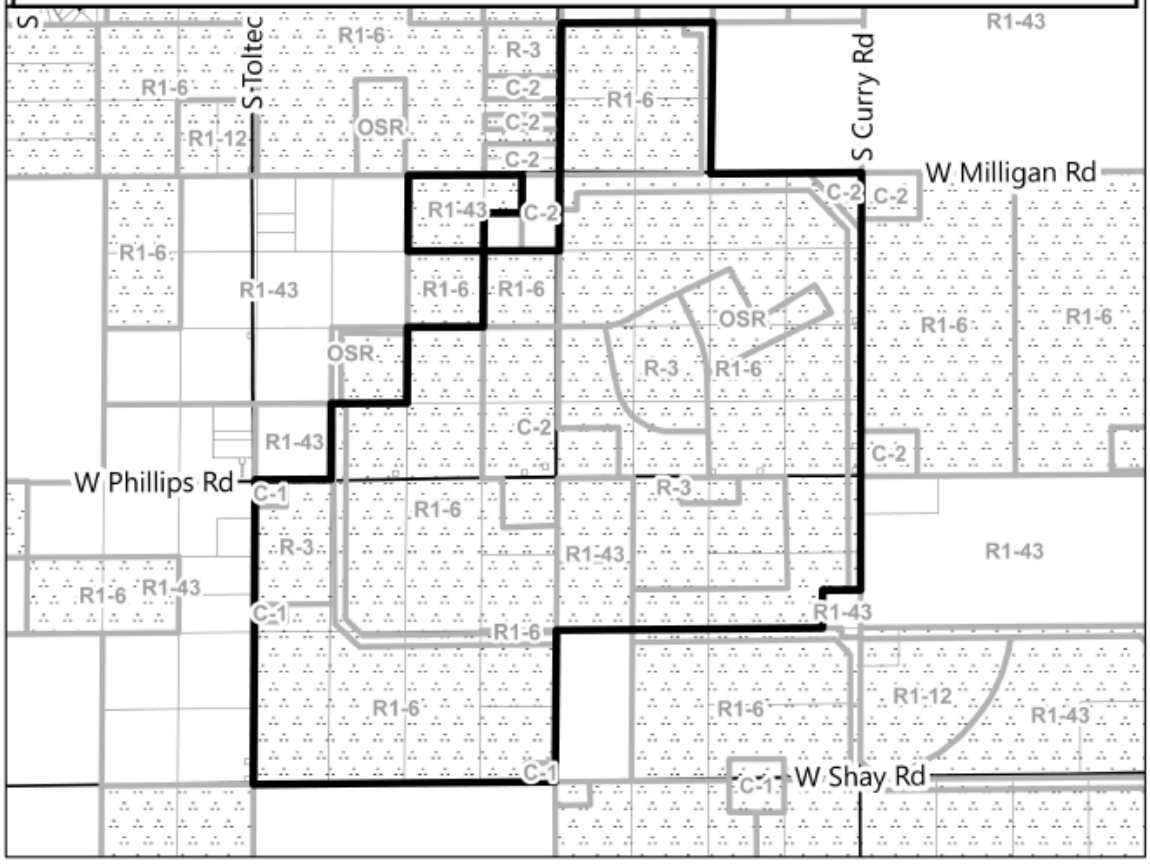
_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

Exhibit A
Location and Rezoning Map

Current Zoning Designation: C-1, C-2, R1-6, R-3 & OSR with a PAD Overlay is proposing the 1st Amendment to the Eloy Valley Specific Area Plan Planned Area Development (PAD) to allow Solar, Utility Scale Generation, and Battery Energy Storage System Facility land use within the northern portion of the previously approved PAD on approximately 2,055 acres of land, and to rezone 96.07 acres of land from Single-Family (R1-43) to Single-Family (R1-43) PAD incorporating it in to the Eloy Valley Specific Area Plan Planned Area Development (PAD) (EVSPAPPAD).

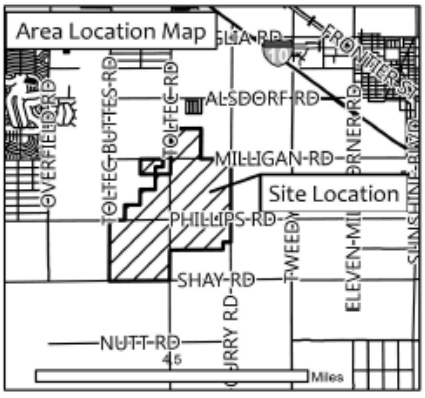


Sawtooth Solar Energy enter
PAD Amendment - Case No: RZPAD2024-001

0 1,250 2,500 5,000
Feet

N

Legend
- Subject Property Rezoned to R1-43 PAD and Part of the EVSPAPPAD
- PAD Overlay
- City of Eloy Zoning



Single Family		Commercial	
RR-20	Rural Residential (20 acres/du)	C-1	Neighborhood Commercial
RR-5	Rural Residential (5 acres/du)	C-2	Community Commercial
RR-2.5	Rural Residential (2.5 acres/du)	MU	Mixed Use
R1-54	Estate Residential (1.25 acres/du)	**Industrial**	
R1-43	Estate Residential (43,560 sq. ft.)	BP	Business Park
R1-12	Single Family Residential (12,000 sq. ft.)	I-1	Light Industrial
R1-6	Single Family Residential (6,000 sq.ft.)	I-2	General Industrial
Multi-Family		**Open Space**	
R-2	Small Lot Residential (6-10 du/acre)	OSC	Open Space Conservation
R-3	Multiple Family Residential (10-24 du/acre)	OSR	Open Space Recreational
Public Facility			
PF	Public Facility		

OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis
DATE/TIME: 09/16/2024 0912
FEE: $15.00
PAGES: 7
FEE NUMBER: 2024-069959

ORDINANCE NO.: 24-971
(CASE NO. RZPAD2024-001: ELOY VALLEY SPECIFIC PLAN PAD - SAWTOOTH ENERGY CENTER)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, APPROVING A REZONING OF APPROXIMATELY 50.61 ACRES OF LAND FROM SINGLE-FAMILY (R1-43) TO SINGLE-FAMILY (R1-43) PAD SITUATED ABOUT 1,325 FEET WEST OF THE SOUTHWEST CORNER OF WEST MILLIGAN ROAD AND SOUTH TOLTEC ROAD INCORPORATING THE SITE INTO THE ELOY VALLEY SPECIFIC AREA PLAN PLANNED AREA DEVELOPMENT (PAD), AND TO ADD THE SOLAR, UTILITY SCALE GENERATION, AND BATTERY ENERGY STORAGE SYSTEM FACILITY AS AN ALLOWED USE IN THE PAD ON APPROXIMATELY 2,106 GROSS ACRES OF AN IRREGULAR-SHAPED SITE LOCATED BETWEEN W. SHAY ROAD AND W. ALSDORF ROAD, AND S. TOLTEC BUTTES ROAD AND S. CURRY ROAD; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The Rose Law Group, PC, c/o Court Rich, applicant, on behalf of the property owner, has applied to rezone approximately 50.61 acres of land from Single-Family (R1-43) to Single-Family (R1-43) PAD situated about 1,325 feet west of the southwest corner of West Milligan Road and South Toltec Road incorporating the site into the Eloy Valley Specific Area Plan Planned Area Development (PAD), and add the Solar, Utility Scale Generation, and Battery Energy Storage System Facility as an allowed use in the PAD on approximately 2,106 gross acres of irregular-shaped site located between W.Shay Road and W. Alsdorf Road, and S. Toltec Buttes Road and S. Curry Road as delineated in Exhibit 1; and

WHEREAS, the designation of the subject parcels on the Eloy General Plan Land Use Map is compatible with the proposed zoning; and

WHEREAS, the property owners located within three hundred (300) feet of the proposed rezoning were notified of this rezoning application by certified mail of a Public Hearing conducted by the Eloy Planning and Zoning Commission; and

WHEREAS, a "Public Hearing," as required by ARS §9-462.04 and Section 21-6-2.6 of the Eloy Zoning Ordinance, was held at a regular meeting of the Eloy Planning and Zoning Commission on June 20, 2024, to hear from persons for, or against, the proposed rezoning; and

WHEREAS, notice for this Public Hearing was given at least 15 days and not more than 30 days before the public hearing by publication of the notice in the Pinal Central and posting at the official City posting locations; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning as requested by Rose Law Group, PC, applicant, on behalf of the property owner.

WHEREAS, the City Council has considered the probable impact of Ordinance No 24-971 on the cost to construct housing for sale or rent; and

WHEREAS, the City Council held a public meeting on August 12, 2024, concerning the proposed rezoning, and after considering the Issues for Consideration for a Zoning Map Amendment and the Approval Criteria for a PAD, find that the PAD criteria have been met and the application is substantially consistent with the General Plan of the City of Eloy.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:

SECTION I. REZONING. That the Mayor and City Council of the City of Eloy, Arizona, hereby approve the rezoning request submitted by Rose Law Group, PC, applicant on behalf of the property owner, to rezone approximately 50.61 acres of land from Single-Family (R1-43) to Single-Family (R1-43) PAD situated about 1,325 feet west of the southwest corner of W. Milligan Road and S. Toltec Road incorporating the site into the Eloy Valley Specific Area Plan Planned Area Development (PAD), and add the Solar, Utility Scale Generation, and Battery Energy Storage System Facility as an allowed use in the PAD on approximately 2,055 gross acres of irregularity-shaped site located between West Shay Road and West Alsdorf Road, and South Toltec Buttes Road and S Curry Road as delineated in Exhibit 1, and by adopting that certain document entitled "Eloy Valley Specific Plan a "Planned Area Development" - 1st Amendment - Sawtooth Energy Center" declared a public record by Resolution No. 24-1577 which is incorporated into this ordinance by reference as if fully set forth herein.

SECTION II. CONDITIONS OF APPROVAL. That the above rezoning approval is conditioned upon compliance with all Conditions of Approval attached hereto as Exhibit 2 and incorporated herein by reference.

SECTION III. SEVERABILITY. If any section, subdivision, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of the Ordinance or parts thereof.

SECTION IV. EFFECTIVE DATE.

This Ordinance shall become effective as provided by law on 12th day of September 2024.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona, on this 12th day of August, 2024.

BY:

Micah Powell, Mayor

ATTEST:

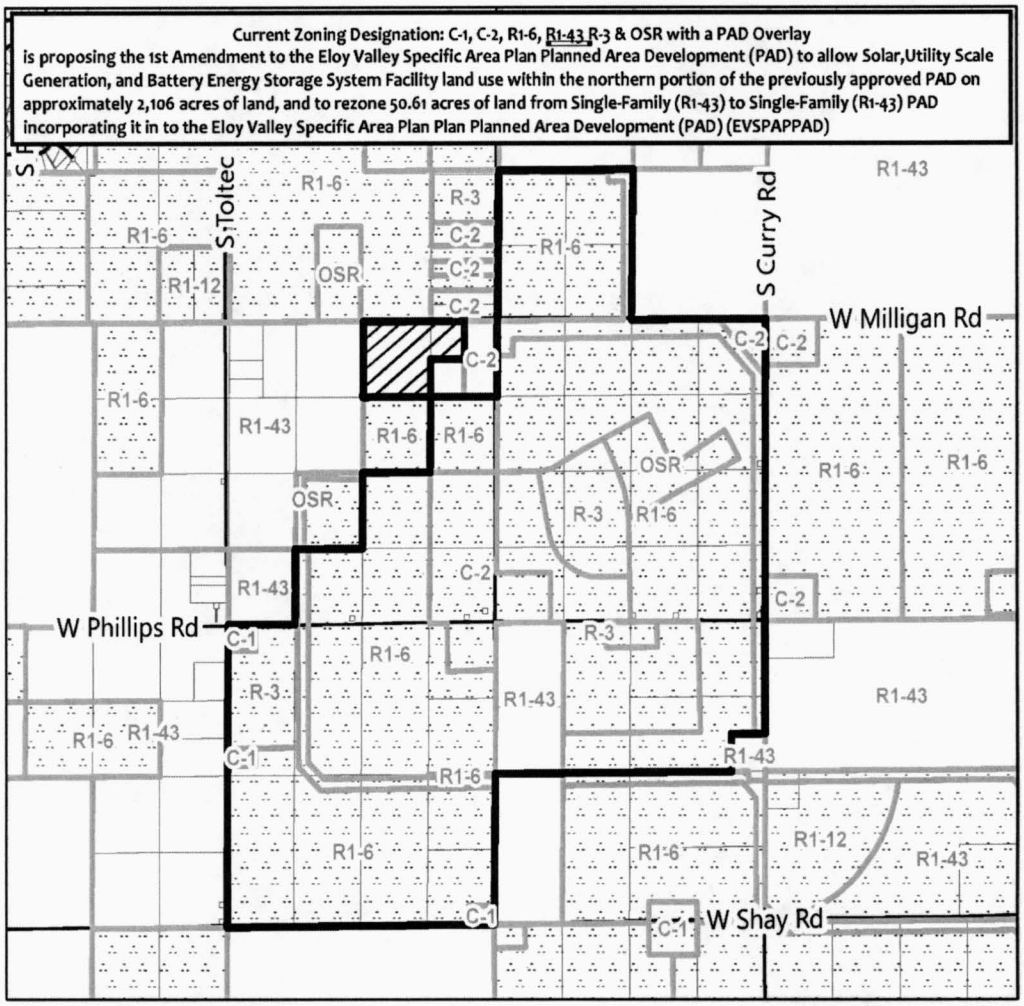
Mary Myers, City Clerk

APPROVED AS TO FORM:

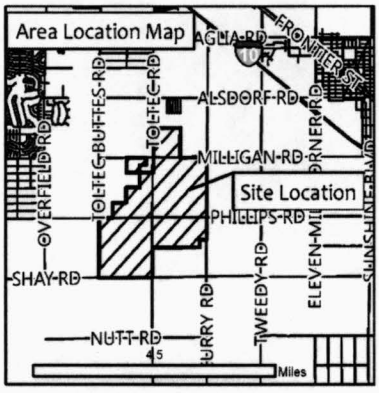
Stephen R. Cooper, City Attorney

Ordinance No.: 24-971

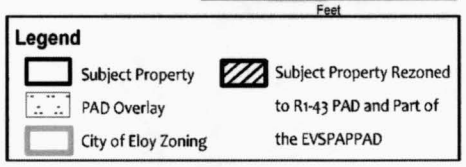
Exhibit 1,
Location Map and Proposed Rezoning



Sawtooth Energy Center
PAD Amendment - Case No: RZPAD2024-001







Single Family		**Commercial**	
RR-20	Rural Residential (20 acres/du)	C-1	Neighborhood Commercial
RR-5	Rural Residential (5 acres/du)	C-2	Community Commercial
RR-2.5	Rural Residential (2.5 acres/du)	MU	Mixed Use
R1-54	Estate Residential (1.25 acres/du)	**Industrial**	
R1-43	Estate Residential (43,560 sq. ft.)	BP	Business Park
R1-12	Single Family Residential (12,000 sq. ft.)	I-1	Light Industrial
R1-6	Single Family Residential (6,000 sq.ft.)	I-2	General Industrial
Multi-Family		**Open Space**	
R-2	Small Lot Residential (6-10 du/acre)	OSC	Open Space Conservation
R-3	Multiple Family Residential (10-24 du/acre)	OSR	Open Space Recreational
Public Facility			
PF	Public Facility		

Exhibit 2

Conditions of Approval for Zoning Map Amendment:

Case No. RZPAD2024-001

Eloy Valley Specific Plan a "Planned Area Development" - 1st Amendment - Sawtooth Energy Center

These stipulations are in order to protect the public health, safety, and welfare of the City of Eloy.

Conditions of Approval that in ***Bold Italic*** text were added after the Planning and Zoning Commission hearing at the request of the applicant.

SITE DEVELOPMENT

1. APPLICABILITY. Case No. RZPAD2024-001 Eloy Valley Specific Plan PAD - 1st Amendment - Sawtooth Energy Center, and Conditions of Approval herein, only apply to those areas of Eloy Valley Specific Plan a "Planned Area Development" identified as the Subject Property in Exhibit A to Ordinance No. 24-971.
2. CONFORMANCE TO DEVELOPMENT PLAN. The development shall conform to the Development Plan, entitled "Eloy Valley Specific Plan a "Planned Area Development" - 1st Amendment - Sawtooth Energy Center," which is on file with the City Clerk and made a public record by Resolution No. 24-1577 and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Any proposed significant change to the Development Plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning and Zoning Commission and City Council. Where there is a conflict between the Development Plan and these stipulations, these stipulations shall prevail.
3. CONFORMANCE TO AMENDED DEVELOPMENT STANDARDS. The development shall conform to the amended development standards included in the Development Plan, except that the Zoning Administrator may approve a modification to a standard up to 10 percent. Any proposed significant change, equal to, or greater than 10 percent to the development standard, shall be subject to additional public hearings before the Planning and Zoning Commission and City Council.
4. CITY OF ELOY WELL SITE. No development is allowed on the City of Eloy's well-site properties without a separate agreement approved by the City of Eloy City Council.
5. DEVELOPMENT BETWEEN CITY OF ELOY WELL SITES AND RIGHT-OF-WAY. Development of the property shall not obstruct two-way vehicle access to the City of Eloy's well-site properties.
6. OPEN SPACE. For uses other than a farm or Solar, Utility Scale Generation and Battery Energy Storage System Facility: 1) A minimum of fifteen percent (15%) of the net property acreage of the Eloy Valley Specific Plan a "Planned Area Development" - 1st Amendment - Sawtooth Energy Center shall be provided as Open Space Conservation (OSC) and/or Open Space Recreation (OSR) zoned and/or designated area; and 2) The developer shall provide an update to the total, and location of, the Open Space Conservation (OSC) and/or Open Space Recreation (OSR) that been zoned and/or designated with each preliminary plan and/or site plan application.
7. SCREENING. All equipment and structures to store (e.g. batteries, etc.) and to convey electricity (e.g. substations, batteries, etc., but, excluding transmission towers) shall be screened by a

minimum seven foot tall opaque wall, fence, or chain-link fence with opaque slates on all sides subject to the approval of the Community Development Director.

8. EASEMENTS. No development shall be constructed in publicly dedicated easements without an encroachment permit. The property owner/developer shall obtain approval from the City of an easement release for any easement determined by the City Engineer or the Community Development Director that needs to be removed to accommodate the development of the property. The property owner/developer shall dedicate all easements necessary to serve the development as determined by the City Engineer or the Community Development Director.

9. INTERNAL ROADWAYS. Roadways used for fire vehicle circulation and access into and within a Solar, Utility Scale Generation and Battery Energy Storage System Facility shall be compacted to withstand a minimum gross vehicle weight of 75,000 pounds, and comply with the most recent Fire Code requirements of the Eloy City Code applicable at the time of permit issuance.

10. ***Unless the Applicant acquires the Curry Road Property, a two hundred (200) foot setback for any Solar, Utility Scale Generation, and Battery Energy Storage System facility-related use improvement(s), including internal access roadways, shall be provided from the north and west property lines of the property located at 2498 S Curry Rd Eloy, AZ 85131 (Pinal County Assessor's Parcel ID No. 408-24-018B (the "Curry Road Property")). Furthermore, within the 200-foot setback area adjacent to the north and west property lines of the Curry Road Property shall be a thirty (30) foot landscape buffer that will include one row of trees having a 24-inch box planting size planted twenty-five feet on center. All plant material shall be on the Arizona Department of Water Resources Plant list for the Pinal Active Management Area. In addition to the setback and landscape buffer, a minimum six (6) foot tall block wall shall be provided no less than fifty (50) feet adjacent to the north and west property line of the Curry Road Property.***

MASTER PLANS

11. MASTER INFRASTRUCTURE PLANS. For uses other than a farm or Solar, Utility Scale Generation and Battery Energy Storage System Facility, prior to the submittal of any preliminary plat, or site plan, for any part of the Eloy Valley Specific Plan a "Planned Area Development" - 1st Amendment - Sawtooth Energy Center property, the property owner/developer shall submit the new Master Infrastructure Plans specified below for the entire Eloy Valley Specific Plan a "Planned Area Development" by a registered engineer licensed to practice in Arizona. The aforementioned Master Infrastructure Plans shall be accepted/approved by the City of Eloy's City Engineer prior to receiving approval of any preliminary plat, or site plan. The Master Infrastructure Plans shall be sealed by the registrant no more than 30 days before the submittal date to the City, and shall be prepared to conform to the standards specified by the City of Eloy's City Engineer. Each Master Infrastructure Plan shall include a complete description and plans of the infrastructure improvements, any project phasing of the improvements, and identifying the timing and parties responsible for the construction of the improvements. The follow Master Infrastructure Plans shall be submitted:

    a. Master Transportation Systems Plan

    b. Master Drainage Systems Plan

    c. Master Water Systems Plan

    d. Master Wastewater Systems Plan

INFRASTRUCTURE

12. WATER RESERVOIR. Prior to, or concurrent with, the issuance of any building permit for a Solar, Utility Scale Generation, and Battery Energy Storage System Facility, the property owner/developer shall obtain permits to construct a minimum 25,000-gallon water reservoir tank on the property near the battery storage facilities and substation. The water reservoir tank shall be operational and filled with water prior to any Final Inspection for the development project.

13. WASTEWATER. The developer shall provide sewer connections, or a septic field in accordance with Pinal County requirements, for all sink(s) and toilet(s)/lavatory room(s) provided on the property for the Solar, Utility Scale Generation and Battery Energy Storage System Facility. No temporary portable toilet(s) or similar facilities will be allowed on site, except during construction. All portable toilet(s) or similar facilities shall be removed prior to receiving a final inspection for the associate building permit activities.

14. STANDARDS OF IMPROVEMENTS.

    a. With the development of the property for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, the property owner/developer shall construct improvements as required by the Zoning Ordinance and the City Engineer. All required infrastructure improvements shall be constructed in accordance with the Eloy City Code, and the applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction.

    b. With the development of any other use, the improvements (curb, gutter, sidewalk, curb ramps, driveways, pavement, concrete, water, wastewater, etc.) shall be constructed in accordance with the applicable City of Eloy City Code, accepted/approved Master Infrastructure Plans, and Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, or other standard specifications and details for public works construction accepted by the City Engineer.

15. CONSTRUCTION COMPLETED. Prior to issuance of any Certificate of Occupancy or Certification of Shell Building, or Final Inspection, whichever is first, for the development project, the property owner shall complete all the infrastructure and improvements required by the Eloy City Code and these stipulations.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.D.
Date: 4/27/2026

Date submitted: 04/20/2026 **Date requested:** 4/27/2026	**Action:** Formal	**Subject: Authorization to enter into an agreement with Danson Construction, LLC, Phoenix, Arizona, in an amount not to exceed $106,000 for exterior building renovations at the Troy Thomas Center.**

TO: Mayor and City Council

FROM: Paul Anchondo

RECOMMENDATION:

Staff recommends approval to enter into an agreement with Danson Construction, LLC, Phoenix, Arizona, for building enhancements at the Troy Thomas Community Center in an amount not to exceed one hundred six thousand dollars ($106,000) under Job Order Contract No. PW 24-JOC01.

DISCUSSION:

The Troy Thomas Center is the Community Services Department's most widely utilized recreation facility. The 4,300 square foot Recreation Center offers classroom space, a multipurpose room, and is equipped with a kitchen and serving area. The facility is home to the City's After School Program and is available to the community for rent for family gatherings, meetings, and community events.

Due to wear and deterioration of the existing exterior stucco, improvements are necessary to maintain the building's integrity, appearance, and long-term durability. The proposed work will enhance the building's structural protection, improve aesthetics, and extend the life of the facility. This improvement would not only enhance the experience for our current users, but potentially attract more community members to utilize the space for various activities and events. Overall, investing in an aging recreation center can significantly enhance the quality of life for community members and contribute to a vibrant, healthy community.

Staff is requesting City Council approval to proceed with the removal and reapplication of the exterior stucco system at the Troy Thomas Center.

The scope of work will include, but is not limited to the following:

- Removal of existing stucco and proper disposal of all debris
- Power washing of exterior wall surfaces to prepare for new application
- Installation of an Exterior Insulation and Finish System (EIFS) with base coat
- Application of reinforcing mesh embedded within the base coat

- Application of a synthetic stucco finish in a color selected by the City
- Complete site cleanup upon project completion

The City of Eloy will utilize Job Order Contract No. **PW 24-JOC01** with the City of El Mirage to complete this work. This method complies with Arizona procurement statutes and allows the City to efficiently complete construction projects using competitively awarded unit pricing. Utilizing this cooperative contract eliminates the need for a separate formal bidding process, reduces administrative time, and accelerates project delivery while ensuring competitive pricing and qualified contractor performance.
It is recommended that the City approve the agreement with Danson Construction, LLC, in the amount of $106,000 for facility improvements described above.

FISCAL IMPACT:
Funding for this project has been budgeted and approved by City Council in the City's 2025-2026 Capital Improvement Plan in the amount of $100,000, with the remaining project cost funded through the Community Services operating budget.

Approved as to Form:



Stephen R. Cooper, City Attorney

DANSON
CONSTRUCTION LLC

April 20th, 2026

JOC #PW24-JOC01

Paul Anchondo
City of Eloy

RE: Troy Thomas Center New Stucco
501 W 3rd Place Eloy, AZ 85131

Dear Mr. Anchondo:

Danson Construction has established a budget for this project of **$105,948**. The scope of work is as follows:

- Remove existing stucco and haul away debris
- Power wash exterior walls
- Install EIFS system with base coat
- Apply reinforcing mesh embedded in base coat
- Apply synthetic stucco finish in color of choice
- Site Clean Up
- Masonry Repair Allowance of $10,000
- 1 Year project Warranty

Please let me know if you have any questions.

Sincerely,

Brad Walker
VP on Construction

APPROVAL TO PROCEED

_____

Mayor of Eloy – Andrew Sutton

Date:_____

DANSON
CONSTRUCTION LLC

PROJECT:	Troy Thomas Center New Stucco	**BID DATE:**	4/20/2026	**CREATED BY:**	SC
LOCATION:	501 W 3rd Place	**TIME:**	N/A	**DATE:**	20-Apr-26
	Eloy, AZ 85131	**ARCHITECT:**	N/A	**REVISED:**	
BLDG AREA:	N/A	**ADDENDA:**	N/A	**REVISED DATE:**	

COST CODE	DESCRIPTION	VENDOR	BASE BID	NOTES / EDGES
			105,948	
09-100	STUCCO	GLEZ	64,429	
	CHECK			
	SUBTOTAL		64,429	0
	CUT / ADD			
	GENERAL CONDITIONS		10,000	
	PERMIT COSTS		BY OWNER	
	TESTING		BY OWNER	
	SPECIAL INSPECTIONS		BY OWNER	
	UTILITY CO FEES		BY OWNER	
	ALLOWANCE - MASONRY REPAIRS CONTINGENCY		10,000	
	BUILDERS RISK (NON COMBUST 2 QT)		42	
	ADDITIONAL INSURANCE		N/A	
	LIABILITY INSURANCE		514	
	BOND COST (2 year wnty. < $2.5 mil)		0	
	SUBTOTAL		84,985	
	CONTRACTOR FEE	5.0%	5,297	
	CONTRACTOR OVERHEAD	8.0%	8,476	
	SUBTOTAL		98,758	
	SALES TAX (ELOY 11.2%)	7.28%	7,190	
	PROJECT TOTAL		105,948	

JOC FOR GENERAL CITYWIDE CONSTRUCTION

PW24-JOC01

City of El Mirage

10000 N El Mirage Rd

El Mirage, AZ 85335

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

City of El Mirage
REQUEST FOR PROPOSAL
JOC for General Citywide Construction

I. PROFESSIONAL SERVICES CONTRACT.....
II. AGREEMENT .....
III. EXHIBIT A .....

1. PROFESSIONAL SERVICES CONTRACT

CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this 4th day of September, 2024, by and between the City of El Mirage, an Arizona municipal corporation ("City"), and Danson Construction, LLC a(n) General Construction Services ("Consultant").

RECITALS

A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;

B. The City desires to contract for Consultant to provide JOC for General Citywide Construction ("Services") as described in the attached scope of work (Exhibit "A") in accordance with the terms of this Contract;

C. Consultant is duly qualified to perform the requested Services.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Cason Chambers, (Title) Operations Superintendent, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

2.2. SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed TBD.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.6. OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

2.7. TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for three (3) years to 09/03/2027, with an option to extend for an additional two (2) one-year extensions.

2.8. TERMINATION

1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, of if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such

termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A' and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

2.9. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

2.10. ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2.11. COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

2.12. MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

2.13. ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

2.14. SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

2.15. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

2.16. INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

2.17. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

2.18. NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:

Danson Construction, LLC
Attn: Brent Fontana
2624 W. Lone Cactus Dr.
Phoenix, AZ 85027

In the case of City
City of El Mirage

Attn: City Manager
10000 North El Mirage Road
El Mirage, Arizona 85335

With a copy to:
City of El Mirage
Attn: City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

2.19. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

2.20. TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

2.21. ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

2.22. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

2.23. CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

2.24. SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be

subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

2.25. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

2.26. INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars ($1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars ($1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

2.27. COOPERATIVE PURCHASING

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others

2.28. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

2.29. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY:

J. Crystal Dyches

By: J. Crystal Dyches

Its: City Manager

Approved as to form:

City Attorney

CONSULTANT:

Danson Construction, LLC

By:

Its: Vice President of Preconstruction

Attest:

-Sharon Antes, City Clerk

JILL A. BOLTZ

3. EXHIBIT A

3.1. Scope of Work

The City of El Mirage owns and maintains several public facilities including but not limited to one (1) Police Station, one (1) Fire Station, one (1) City Hall, one (1) Public Works facility, one (1) Senior Center, one (1) Court facility, one (1) Customer Service facility, one (1) Library facility, ten (10) water utility facilities, and thirteen (13) parks/open space areas.

The scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

A. **Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of El Mirage and Maricopa County.

B. **Construction:** The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.

C. **Cost Proposals**: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.

D. **Federal Compliance**: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and submission of weekly certified payroll. The City of El Mirage will notify the contractor if federal grants are utilized.

E. **Project Close-Out:** The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE MEETING AGENDA

3/12/2025 • 4:00 P.M.
Microsoft Teams

	PUBLIC HEARING	FACILITATOR/PRESENTER
	PUBLIC COMMENT 2025-2026 MARICOPA COUNTY ANNUAL ACTION PLAN AND 5 YEAR CONSOLIDATED PLAN The Maricopa County Urban County and the Maricopa County CDAC public hearing is for the purpose of obtaining citizen input and comment on the draft Maricopa County PY25 Annual Action Plan (AAP) and Consolidated Plan. A representative from Civitas will also review program year accomplishments to fulfill the program performance requirement for this hearing.	Emily Garcia/Erich Chatham
ITEM	**TOPIC/ACTION**	**FACILITATOR/PRESENTER**
1.	Call to Order	Chairperson Clorinda Erives
2.	Welcome and Roll Call	Emily Garcia
3.	*Approval of Feb. 26th Special Meeting Minutes	Chairperson Clorinda Erives
4.	Maricopa County Consolidated Plan and AAP Draft Review	Emily Garcia
5.	Announcements	Emily Garcia
6.	Call to Public	Chairperson Clorinda Erives

Accommodations for Individuals with Disabilities: For assistance, call Community Development, 234 North Central, Third Floor, Phoenix, Arizona 85004, (602) 506-5911, TTY 1-800-367-8939 or Arizona Relay Service 711. To the extent possible, additional reasonable accommodations will be made available within time constraints of the request.

EQUAL HOUSING OPPORTUNITY

7.	Adjournment	Chairperson Clorinda Erives

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 292 862 755 168

Passcode: 9B3qJT

Download Teams | Join on the web

Join with a video conferencing device

708137873@t.plcm.vc

Video Conference ID: 118 492 357 9

Alternate VTC instructions

Or call in (audio only)

+1 480-702-3496,,447626955# United States, Phoenix

Phone Conference ID: 447 626 955#

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CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.E.
Date: 4/27/2026

Date submitted: 04/23/2026 **Date requested:** 4/27/2026	**Action:** Resolution	**Subject: Consideration and possible action of Resolution No. 26-1657 authorizing staff to submit the ballot measure to the Pinal County Election Department pertaining to the City of Eloy submitting to the qualified elector thereof a question with respect to ratification and approval of the adoption of the Eloy General Plan as the new general plan for the City of Eloy.**

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:
Staff recommends that the City Council adopt Resolution No. 26-1657, authorizing the submittal of the ballot measure to the Pinal County Election Department to allow the question as to the ratification of the Eloy General Plan as the new general plan for the City of Eloy by the qualified electors.

DISCUSSION:

The City of Eloy took a bold step toward shaping its future by launching an update to its General Plan in February 2025. Over the past year, staff and consultants facilitated a range of outreach activities—including online questionnaires, in-person events, stakeholder listening sessions, and workshops—to gather community input on the plan. The draft plan was released for the mandatory 60-day public comment period on March 4, 2026, which concludes on May 3, 2026. The Planning and Zoning Commission is scheduled to provide a recommendation to the City Council on May 20, 2026, and the City Council is scheduled to consider adopting the plan on June 1, 2026.

In accordance with Arizona Revised Statutes (A.R.S.) § 9-461.06, upon adoption of the Eloy General Plan by the City Council, the plan must be ratified by a majority of qualified electors voting at the next municipal election held at least 120 days after the Council's adoption. The next scheduled municipal election at which the plan may be placed on the ballot is the November 3, 2026, general election. To meet this deadline, the Pinal County Election Department requires notification of ballot items by May 7, 2026, with ballot information packets due by June 6, 2026.

Adoption of Resolution No. 26-1656 authorizes the submittal of the ballot measure to the Pinal County Election Department, subsequently allowing voters to consider the ratification of the Eloy General Plan as the City's new General Plan at the November 3, 2026, general election. The election would be predicated upon the City Council adopting the plan in June 2026.

FISCAL IMPACT:

Placing this item on the ballot has been anticipated in the overall General Plan update expenses and is programmed as part of the related capital improvement program costs.

Approved as to Form:



Stephen R. Cooper, City Attorney

RESOLUTION NO.: 26-1657

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF ELOY THE QUESTION OF RATIFICATION OF THE ADOPTION OF THE "ELOY GENERAL PLAN: PLANNING TODAY FOR A STRONGER TOMORROW" AS THE NEW GENERAL PLAN FOR THE CITY OF ELOY; AND DIRECTING THE PROPER CITY OFFICIALS TO TAKE ALL ACTIONS NECESSARY AND REQUIRED BY LAW TO CALL AND CONDUCT SUCH ELECTION.

WHEREAS, the City of Eloy is required to adopt a General Plan in accordance with the Arizona Revised Statutes (ARS) § 9-461.05 and other applicable provisions, for the orderly growth and development of the City; and

WHEREAS, the City has prepared a comprehensive planning document entitled "Eloy General Plan: Planning Today for a Stronger Tomorrow" (hereafter, the "General Plan") as the General Plan for the City of Eloy; and

WHEREAS, the Mayor and City Council of the City of Eloy desire to submit the City Council adopted General Plan to the qualified electors of the City for ratification as required by ARS § 9-461.06; and

WHEREAS, Arizona law requires that the ratification of a municipal general plan be submitted to the qualified electors of the municipality at an election; and

WHEREAS, the City Council finds it necessary and in the best interests of the public health, safety, and welfare of the residents of the City of Eloy to call and order an election for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:

SECTION 1. **ORDERING OF ELECTION.** An election is hereby ordered to be held in the City of Eloy, Arizona, on November 3, 2026, for the purpose of submitting to the qualified electors of the City the question of ratification and approval of the adoption of the "Eloy General Plan – Planning Today for a Stronger Tomorrow" as the official General Plan of the City of Eloy.

SECTION 2. BALLOT PROPOSITION. The question to be submitted to the qualified electors shall be substantially in the following form:

PROPOSITION NO. ___

SHALL "ELOY GENERAL PLAN: PLANNING TODAY FOR A STRONGER TOMORROW", AND ALL OF ITS ELEMENTS, BE RATIFIED AND APPROVED AS THE GENERAL PLAN FOR THE CITY OF ELOY?

☐ YES A “YES” vote shall have the effect of ratifying and approving the “Eloy General Plan – Planning Today for a Stronger Tomorrow”, and all of its elements as adopted by the City Council of the City of Eloy, Arizona, as the General Plan for the City of Eloy and shall become effective as provided by law.

☐ NO A NO vote shall have the effect of keeping the current “City of Eloy General Plan Readoption, May 11, 2020”, in effect until a new General Plan is presented, ratified, and approved by the Eloy City Council and the voters of the City of Eloy, Arizona, as provided by law.

Section 4: **RATIFICATION AND APPROVAL OF THE PLAN**. If a majority of the voters of the City of Eloy approve the "Eloy General Plan: Planning Today for a Stronger Tomorrow" as adopted by the City Council, the “City of Eloy’s General Plan Readoption, May 11, 2020” shall automatically and immediately be repealed following the canvass of the vote of the November 3, 2026, election.

Section 5: **PLAN NOT APPROVED** If a majority of the voters of the City of Eloy do not ratify and approve the Eloy General Plan: Planning Today for a Stronger Tomorrow" as adopted by the City Council, the “City of Eloy’s General Plan Readoption, May 11, 2020” shall remain in effect until a new General Plan is presented and adopted by the City Council and ratified and approved by voters of the City of Eloy.

Section 6: **LEGISLATIVE PAMPHLET**. A legislative pamphlet shall be prepared, which shall give a general description of the "Eloy General Plan: Planning Today for a Stronger Tomorrow" and its elements, as adopted by the City Council.

SECTION 5. **PUBLICATION OF LEGISLATIVE PAMPHLET**. That the City Clerk, City Manager, and the Community Development Director are hereby authorized and directed to publish the proposed legislative pamphlet and take such other actions required by law to conduct the election. At a minimum, copies of the legislative pamphlet and the "Eloy General Plan: Planning Today for a Stronger Tomorrow" shall be available at the City of Eloy, City Hall, 595 North C Street, Eloy, Arizona, and the Eloy Santa Cruz Library, 1000 North Main Street, Eloy, Arizona, after adoption by the City Council, but no later than July 1, 2026. In addition, the City will make the "Eloy General Plan: Planning Today for a Stronger Tomorrow" available to the public on the City's website at www.eloyaz.gov, upon the aforementioned date.

Signatures are on the next page

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona this **___ day of April, 2026**.

_____

Andrew Sutton, Mayor

ATTEST:

_____

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.A.

Date: 4/27/2026

Date submitted: 04/17/2026 **Date requested:** 4/27/2026	**Action:** Formal	**Subject: Discussion and Consideration of Accepting a Proposal Submitted by Ellison-Mills Based on a Cooperative Purchasing Contract with Pinal County (Contract #233828ROQ) for an Amount Not to Exceed $200,000 for the Construction of Phase II of the Houser Road Water Line Extension Project; and Authorizing the Mayor to Sign the Necessary Contract Documents. This Project was presented and approved as part of the FY 2025-2026 Capital Improvement Program (CIP).**

TO: Mayor and City Council

FROM: Mackenzie Letcher, City Manager

RECOMMENDATION:
Staff recommends that Council accept the Proposal submitted by Ellison-Mills for the construction of Phase II of the Houser Road water line project.

DISCUSSION:

Following extensive deliberation, technical evaluation, and continued coordination with the Schuh family and other affected residents, staff is recommending the Charleston Expansion concept as the preferred alternative for Phase II of the Houser Road Waterline Extension Project. Throughout the course of this project, three initial design options were evaluated to balance system performance, long-term reliability, property impacts, and overall project cost.

Of the three options, the **Looped System** concept represented the most robust design from a technical standpoint, while the **Charleston Expansion** concept emerged as the most practical and mutually agreeable solution. The second option was ultimately eliminated from consideration due to unnecessary complexity, increased construction challenges, and higher associated costs without providing proportional benefit.

The Charleston Expansion concept utilizes existing City right-of-way instead of reliance on easements, which was a primary concern expressed during recent coordination meetings with the Schuh family, and instead focuses improvements within a more

favorable alignment along Charleston Road. This approach reduces construction complexity, minimizes right of way challenges, and streamlines implementation.

As part of this approach, Phase II will abandon the existing 3-inch waterline currently located within private property with a new 6-inch public water main installed within the City right of way along Charleston Road to serve the remaining two residences. The project will also include installation of a flushing pipe, installation of new 1-inch water service lines, abandonment of the existing 3-inch waterline, and installation of an approximately 300 linear foot 1-inch service line connecting to the existing tie in off Charleston Road. In addition, the project includes construction of a maintenance service road to be completed in-house by the City's Public Works Streets Division.

While the Looped System concept provides certain system advantages, further analysis and coordination determined that the Charleston Expansion concept delivers adequate service levels for the affected residents while significantly reducing overall project costs. Based on current estimates, the cost savings between the Looped System concept and the Charleston Expansion concept, including contingency, are approximately $166,280. As such, the Charleston Expansion represents the most fiscally responsible option while still meeting the core objectives of the project.

Further analysis found that water usage along the Charleston Road alignment is sufficient to support the system, and the initial flushing requirements were overstated. This conclusion is based on an internal evaluation by the City’s Finance Department, conducted in coordination with Wilson Engineers, which reviewed average water consumption and the projected costs of routine flushing. Even under a conservative assumption of monthly flushing, using approximately 2,000 gallons per event, total annual usage would be about 24,000 gallons, with an estimated yearly cost of roughly $2,033.52, including both water and labor.

This scenario represents a worst case or most intensive maintenance approach, and even at this level, the cost and operational impact remain relatively minimal. In practice, staff does not anticipate a need to maintain flushing at this frequency on a long term basis. While the system is expected to perform within acceptable water quality standards, the City will implement a proactive quarterly flushing and testing regimen upon completion of construction to ensure optimal system performance and compliance with water quality requirements. Following the first year of operation and monitoring, staff anticipates transitioning to a complaint based response approach, assuming no ongoing issues are identified.

Although the Charleston Expansion concept does not achieve a fully looped system, it still meets the core objective of relocating aging infrastructure out of private property and into a more maintainable configuration. This approach improves long term serviceability while respecting property owner concerns and minimizing project delays.

With anticipated construction completion prior to July 1, staff will be positioned to immediately begin system monitoring, flushing, and testing protocols to ensure successful operation and compliance with water quality standards.

Ultimately, the recommended option reflects a balanced outcome that incorporates resident feedback, reduces overall project costs, and allows the City to move forward with implementation in a timely and fiscally responsible manner.

FISCAL IMPACT:

A total of $750,000 was allocated for the Phase I and Phase II Houser Water Line Project. Phase I expenditures totaled $419,514.30, leaving a remaining balance of $330,485.70.

The total amount for this project will not exceed $200,000.

- Construction Cost: $147,411.42
- 20% Construction Contingency: $29,482.28
- Tree Replacement Contingency: $20,000
- **Total Estimated Cost if Contingency is Utilized: $196,893.70**

Approved as to Form:



Stephen R. Cooper, City Attorney

Proposal

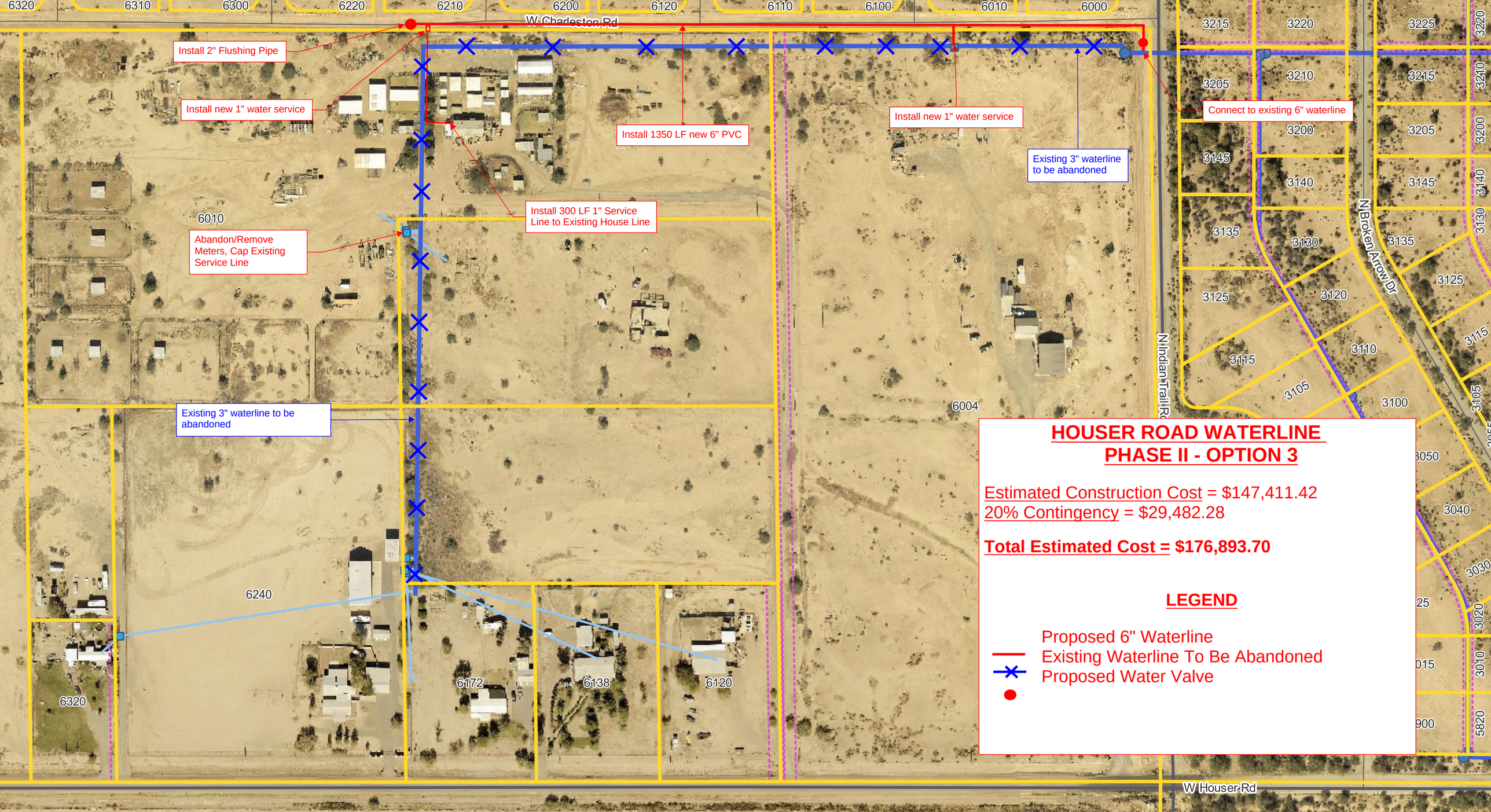
Ellison-Mills Contracting LLC
3152 N. Lear Ave. Ste 2
Casa Grande, AZ 85222
(520) 876-4004

PROPOSAL TO:
City of Eloy
Attn: Jeremy Hansen

DATE 25-Sep-25

FOR:
Houser Road PH II

ITEM NO	QUANTITY	UM	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Mob/Demob	$ 8,179.26	$ 8,179.26
2	1350	LF	6' C-900	$ 75.00	$ 101,250.00
3	1	LS	3" Water Line Abandonment	$ 4,411.23	$ 4,411.23
4	1	EA	6" T.S. and G.V.	$ 5,971.62	$ 5,971.62
5	1	EA	1" Water Service	$ 3,972.72	$ 3,972.72
6	2	EA	Connect to existing 3" PVC	$ 4,600.47	$ 9,200.94
7	1	EA	Blow-Off	$ 3,640.08	$ 3,640.08
8	1	LS	Surveying/Testing	$ 6,549.24	$ 6,549.24
9	1	LS	Traffic Control	$ 4,236.33	$ 4,236.33



HOUSER ROAD WATERLINE PHASE II - OPTION 3

Estimated Construction Cost = $147,411.42
20% Contingency = $29,482.28

Total Estimated Cost = $176,893.70

LEGEND

Proposed 6" Waterline
Existing Waterline To Be Abandoned
Proposed Water Valve

PINAL COUNTY

Contract 233828ROQ
JOC Civil Construction Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Ellison-Mills Construction LLC, (Contractor), whose primary address is 3152 N. Lear Ave. Ste 2, Casa Grande, AZ 85122.

1. CONTRACT TERM. The resultant contract term will commence on June 28, 2023, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document for each job order, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

   Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

   Contractor will visit those physical locations where the priced work is to be carried out for each job order and to understand and account for local conditions that might affect the work, and will review, verify, and interpret for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

4. PRICING

   4.1 Most Favored Customer Pricing.
   Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 All-Inclusive Pricing.
Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.
Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.
The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. TIME OF COMPLETION. Contractor covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Job Order.

6. INVOICING AND PAYMENTS.

6.1 Invoices.
The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized cost as outlined in the Job Order Proposal

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

6.2 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed five (5) percent.

6.3 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, the County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of

the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

6.4 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:

a. Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
b. Waiving the right of the County to require the fulfillment of all the terms of the Contract.

6.5 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount form the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of Work.

6.6 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days after;

a. Completion and acceptance of the Work;
b. Presentation of a properly executed invoice;
c. Presentation of a fully executed Certificate of Performance provided by the County; or
d. Consent of Contractor's surety, if any.

6.7 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

6.8 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

6.9 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

6.10 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

6.11 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

6.12 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

7. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

8. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.

9. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

10. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

    a. Written Contract Amendments
    b. Contract
    c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
    d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
    e. Contract Exhibit(s) C (i.e. Responder’s Proposal Documents)
    f. Other Contract Exhibits
    g. Orders, in reverse chronological order

11. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

12. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

13. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

14. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

15. CONTRACT ADMINISTRATION AND OPERATION.

15.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	**Name: Jason DeCarlo**
Address: PO Box 1348 **Florence, AZ 85132**	**Address: 3152 N. Lear Ave. Ste 2** **Casa Grande, AZ 85122**
Title: Procurement Officer	**Title: Owner**
Email: Purchasing@Pinal.gov	**Email:** jdecarlo@ellison-mills.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

15.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of

§ 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

15.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

15.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

15.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether

stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

15.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

15.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

15.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

15.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

15.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

15.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

15.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

15.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

15.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

15.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

15.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the

incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

15.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

15.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

15.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

15.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

16. PERFORMANCE OF WORK:

16.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchase Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

a. Contract number along with the Job Order Contractor's name;
b. Job Order number and date;
c. The agreed Work and applicable technical specifications and drawings;
d. The agreed period of performance and, if required by the County, a work schedule;
e. The place of performance;
f. The agreed total price for the Work to be performed;
g. Submittal requirements;
h. The County's authorized representative who will accept the completed Work;
i. Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
j. Such other information as may be necessary to perform the work.

16.2 Job Order Contractor Duties and Obligations.

a. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The county will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

b. Self-Performance by the Job Order Contractor. The Job Order Contractor shall be allowed to bid as a subcontractor for work over $50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.

c. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will

supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

d. Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.

e. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his/her designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.

f. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alternations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCED SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at lease forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Deputy shall be used for traffic control. Pinal County uses Off Duty Management for scheduling of off duty deputies. Contractors must use the following link https://odm.officertrak.com/Pinal-Co-AZ-SO/auth/signin?next=%2F to arrange for off duty deputies and view hourly rates.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public, at least two (2) days, in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off duty Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his/her designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

g. Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

h. Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

i. Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

j. Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

16.3 Owner Rights and Obligations.

a. Suspension of Work. Owner may order Contractor, in writing, to suspend, delay or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order

necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this paragraph shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

b. County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the county intends to take possession of or use. However, failure of the county to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relived of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 15.2.a. If prior possession or use by the County delays the progress of the Work or causes additional expenses to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

c. Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.

d. Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
e. Job Order Value. The maximum Job Order value is Two Million Dollars ($2,000,000), except as provided in A.R.S.§ 34-605.

17. JOB ORDER DOCUMENTS.

17.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

17.2 Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use and disclose in any manner and for any purpose shop drawings delivered under this Contract. Shop drawings means drawings submitted to the County by the Contractor showing in detail:

a. The proposed fabrication and assembly of structural elements;
b. The installation (i.e. form, fit and attachment details) of materials or equipment, and
c. The construction and detailing of elements of the Work.

17.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relive Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §17.4 below.

17.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be used.

17.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relive Contractor from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

17.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

17.7 Shop Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.

17.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, notebooks, technical and scientific data provided to Contractor or developed by Contractor pursuant to the contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part hereof, shall be the property of the County and may be sued by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

18. CONTRACT CHANGES.

18.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

18.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

18.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

19. JOB ORDER CHANGES.

19.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes to the Work within the general scope of the Job Order, including changes:

a. In the specifications (including drawings and designs);
b. In County furnished facilities, equipment, materials, services, or site; or
c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

19.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

19.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

19.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

19.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

a. Receipt of a written change order under §18.1 above; or
b. The furnishing of a written notice under § 18.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under §18.2 above.

19.6 Final Payment Limitation. No proposal from the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

19.7 Contract Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

19.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

20. ARS TITLE 34 PROVISIONS.

20.1 Individual Job Order Amount. The maximum dollar amount of an individual job order shall be Two Million Dollars ($2,000,000) or such higher or lower amount prescribed by the County in an action noticed pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as a maximum amount of an individual Job Order. Requirements shall not be artificially divided or fragmented in order to constitute a Job Order that satisfies this requirement.

20.2 Subcontractors. If the Contractor subcontracts or intends to subcontract part or all of the Work under a Job Order and if this Contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of Job Orders based on the number of units of standard individual tasks in the Job Order, then:

a. The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the Work under one or more Job Orders:

(1) A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.

(2) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

b. If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to, or that has agreed to, do any of the Work included in any Job Order:

(1) A copy of the description of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

(2) The number of units of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

(3) The standard unit price for each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

c. The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location

21. RISKS AND LIABILITIES

21.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

21.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or

Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability Insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, XCU and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when such Contractor executes the appropriate sole proprietor waiver form.

(4). Professional Liability (Errors and Ommissions Liablity), for projects involving a Design Professional. Coverage in an amount not less that $1,000,000 each claim and $1,000,000 aggregate. The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Work of this contract.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall be primary and noncontributory with respect to any self insurance or insurance carried by the County, its agents, officials, or employees. .

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project

description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

21.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

21.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold

harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

21.5 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case the other party’s normal remedies and the affected party’s obligations would apply undiminished.

21.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

22. WARRANTIES

22.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

22.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

22.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

22.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

22.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to

each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

22.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

22.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

22.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

22.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

23. COUNTY'S CONTRACTUAL REMEDIES

23.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

23.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

23.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

23.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

23.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

PINAL COUNTY

24. CONTRACT TERMINATION

24.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

24.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

24.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

24.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

24.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

25. CONTRACT CLAIMS

25.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

25.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BY: Jeff Serdy
(Name)

Chairman
(Title)

Jeff Serdy
(Signature)

DATE: June 7, 2023

ELLISON-MILLS CONSTRUCTION LLC
3152 N. Lear Ave. Ste 2
Casa Grande, AZ 85122

BY: Jason DeCarlo
(Name)

Co-owner
(Title)

(Signature)

DATE: 5/5/23

Approved as to Legal Content:

5/11/23
Pinal County Attorney's Office (Date)

PINAL COUNTY

Attachment A

Federal Certifications

Addendum for Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # XX.XXX
Link to program: XXXX

References:

Code of Federal Regulations ("CFR"), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Supplemented by the Department of Justice: 2 CFR Part 2800

Federal Grants Financial Guide: DOJ Financial Guide

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

(a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and

(3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.

(b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.

(c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two

or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

(d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).

(e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.

(d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).

(g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.

Construction Work. The regulation at 41 CFR § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement**.** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 USC §§ 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:
(1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
(2) An agreement that provides only:
(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non–Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:

(a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements**.** The regulation at 37 CFR § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity**.** A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations**.** When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity**.** A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.

(b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.

(e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Recipient**.** A non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold**.** The dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

Subaward. An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subcontractor. Legal entity that enters into subcontract with a “Contractor.”

Subrecipient**.** A non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination**.** The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

PINAL COUNTY

Federal Grant Provisions:

The following certifications and provisions may be required and apply when Pinal County expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by Pinal County and Pinal County' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. Termination for Default. Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the contract in whole or in part for cause due to Contractor's failure to:

   (a) Comply with any requirement, term, or condition of the contract;

   (b) Obtain and maintain all required insurance policies, bonds, licenses, and permits;

   (c) Make satisfactory progress in carrying out the work; or

   (d) Failure to conduct business in an ethical or legal manner.

   Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

2. Termination for Convenience. Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.

3. Equal Employment Opportunity. Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:

   (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:

   (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards https://www.hud.gov/sites/documents/4010.PDF

5. Compliance with the Copeland "Anti-Kickback" Act. Pursuant to the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor agrees as follows during the performance of this contract:

(a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12."

6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:

(a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.

9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq*.

   (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq*.

    (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

    Contractor agrees to comply with the following during the performance of this contract.

(a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).

(b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:

(a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq*.; and 2 CFR § 200.323) during the performance of this contract.

    (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
        i. Competitively within a timeframe providing for compliance with the contract performance schedule;
        ii. Meeting contract performance requirements; or
        iii. At a reasonable price.

    (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

    (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.

    (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).

15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq*.

16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq*.), as emended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.

18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 et seq.), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.

    List here

21. Access to records. The following access to records requirements apply to this contract:

    (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

    (d) In compliance with the Disaster Recovery Reform Act of 2018, the Pinal County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

    (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.

23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.

24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

    The County has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

    Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

    To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated Pinal County procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.

26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

PINAL COUNTY

Ellison - Mills Construction LLC

Contractor Name

117967063

Contractor DUNS #

3152 N. Lear Ave, Lg., AZ, 85122-8146

Address, City, State, and Zip Code+4 (Use the following link if needed: https://tools.usps.com/go/ZipLookup)

520-858-6160 Jdecarlo@ellison-mills.com

Phone Number and Email Address

Jason DeCarlo - Co-owner

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

5/5/23

Date

PINAL COUNTY

Exhibit A

Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

PINAL COUNTY

Exhibit B

Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

PINAL COUNTY

Exhibit C

Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.B.

Date: 4/27/2026

Date submitted: 04/20/2026 **Date requested:** 4/27/2026	**Action:** Resolution	**Subject: Adopt Resolution 26-1656 authorizing the Mayor and Council for the sale and execution and delivery of water and wastewater system revenue obligations, series 2026, and water and wastewater system revenue refunding obligations, series 2026, and authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing and refinancing a portion of the water and wastewater system of the city; delegating to the mayor of the city, the city manager and the finance director of the city certain authority with respect to the purposes hereof; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.**

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:

Staff recommends the Mayor and City Council approve Resolution 26-1656 for the sale and execution and delivery of water and wastewater system revenue obligations, series 2026, and water and wastewater system revenue refunding obligations, series 2026, and authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing and refinancing a portion of the water and wastewater system of the city; delegating to the mayor of the city, the city manager and the finance director of the city certain authority with respect to the purposes hereof; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

DISCUSSION:

Over the past several years, the City of Eloy has focused heavily on expanding and improving its water and wastewater infrastructure. In August 2025, the City Council approved an updated five-year schedule for utility rates and fees. This approval gave the City the authority to issue bonds to fund these important upgrades.

As part of the FY 2025–2026 budget, the City also paid off four existing loans from the Water Infrastructure Finance Authority of Arizona (WIFA)—two for water and two for wastewater—totaling about $2.34 million. Paying off these loans increased the City's ability to take on new debt, creating capacity for approximately $7.4 million in wastewater projects and $5.1 million in water projects.

Historically, the City has relied on low-interest WIFA loans to fund infrastructure improvements. These loans have helped expand system capacity, repair aging facilities, and modernize operations to support residents, businesses, and future growth.

However, after reviewing current project needs, staff determined that issuing utility obligation bonds would be a better financing option than continuing with traditional WIFA loans.

Planned Improvements with Bond

Water System Projects include:

- Increasing the size of water lines in the Sunland Gin area
- Connecting water lines to improve system looping in the Sunland Gin area
- Upgrades to Well 3
- Improvements to cathodic protection and pressure-reducing valve (PRV) systems
- Purchasing equipment (such as a mini excavator)
- Acquiring a new potable groundwater well to integrate into the system

Wastewater Projects include:

- Replacing an 8-inch pipeline with a 24-inch main on Battaglia from 11-Mile Corner to Sunshine Blvd
- Installing odor control systems at the treatment plant
- Purchasing a new sewer vacuum truck
- Rehabilitating multiple lift stations
- Upgrading SCADA systems (monitoring and control technology)
- Rehabilitating the South Aeration Basin at the treatment plant

Bond Details

The proposed bonds will:

- 25-year term
- Carry an estimated interest rate of about 4.50%
- Require annual payments of approximately $1,495,000
-

Final pricing will occur in June 2026, which will lock in the interest rate. Interest payments will be made twice a year (July 1 and January 1), while principal payments will be made annually on July 1. These bonds will be paid using revenue generated from the City's water and wastewater systems.

Financing Team and Costs

To move forward, the City is working with:

- Financial Advisor: Raymond James
- Bond Counsel: Greenberg Traurig
- Trustee/Paying Agent: UMB Bank

Estimated costs:

- $20 million in new bonds for infrastructure projects
- $1 million in refunding bonds
- $1 million in issuance costs

Breakdown of Issuance Costs:

The total cost to issue the bonds is estimated at $626,100, which will be paid from bond proceeds.

- Cost of issuance: $182,050
- Underwriter's fee: $204,050
- Bond insurance: $240,000

Bond insurance helps lower interest rates by guaranteeing repayment if the City cannot meet its obligations.

All fees are contingent on the deal closing—if the bonds are not issued, no payments will be made.

The City of Eloy has received the bond rating from Standard & Poor's. The bond rating for the City's 2026 Utility Obligation Bond is A+.

Conclusion

City staff believes that securing approximately $22 million in bond funding will provide the financial resources needed to maintain and improve critical water and wastewater services while expanding infrastructure for residential and commercial growth.

Supporting documents—including agreements, compliance procedures, and the preliminary official statement—have been prepared. Only the Resolution needs to be signed. All other documents are for review in connection with the Resolution and will be finalized after the Obligations are sold to investors. In addition, a separate Resolution will be brought back in May to authorize the WIFA Loan Amendments. Representatives from Raymond James and Greenberg Traurig will be present to answer any questions.

FISCAL IMPACT:

The fiscal impact during FY 2026-2027 will be up to $22 million, including capital costs, bond issuance costs, and refinancing. Bond Proceeds will cover the payoff of the USDA Loans and funding of the Water and Wastewater Capital Projects. A new fund is set up to track all expenses related to the Utility Obligation Bond.

Approved as to Form:



Stephen R. Cooper, City Attorney

RESOLUTION NO. 26-1656

RESOLUTION OF THE COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY OF WATER AND WASTEWATER SYSTEM REVENUE OBLIGATIONS, SERIES 2026, AND WATER AND WASTEWATER SYSTEM REVENUE REFUNDING OBLIGATIONS, SERIES 2026, AND AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF FINANCING AND REFINANCING A PORTION OF THE WATER AND WASTEWATER SYSTEM OF THE CITY; DELEGATING TO THE MAYOR OF THE CITY, THE CITY MANAGER AND THE FINANCE DIRECTOR OF THE CITY CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City Council (the "Council") of the City of Eloy, Arizona (the "City"), have determined to finance the capital costs of improvements (collectively, the "Projects") to the complete water and wastewater plant and system of the City (the "System"); and

WHEREAS, the City previously incurred payment obligations to finance portions of the System (the "Existing Payment Obligations"), and now finds and determines that it is desirable and necessary and in the best interests of the City that obligations be incurred and sold, and the proceeds thereof be used to refund or redeem all or a portion of the Existing Payment Obligations (the "Bonds Being Refunded") to generate debt service restructuring; and

WHEREAS, in accordance with this Resolution, the Council will authorize the City Manager and the Finance Director to determine which of the Existing Payment Obligations shall constitute the Bonds Being Refunded; and

WHEREAS, the Bonds Being Refunded financed certain improvements to the System which remain unacquired by the City (the "Existing Project"); and

WHEREAS, it is necessary and in the best interests of the City that the hereinafter described Series 2026 Obligations be incurred and sold and the proceeds thereof used to finance the costs of the Projects, and to finance or refinance the acquisition of title to or interests in the Existing Project (together with the Projects, the "Series 2026 Property"); and

WHEREAS, therefore, the Council has determined to cause the execution and delivery of a Series 2026 Purchase Agreement, to be dated as of the first day of the month of the dated date of the Series 2026 Obligations (the "Purchase Agreement"), in substantially the form presented at the meeting at which this Resolution was adopted, by which the City will agree to purchase the Series 2026 Property; and

WHEREAS, the costs of the Projects will be financed through the sale and execution and delivery of certain obligations, in one or more tax-exempt or taxable series (the "Series 2026 New Money Obligations"), and the Existing Project will be financed through the sale and execution and delivery of certain obligations, in one or more tax-exempt or taxable series (the "Series 2026 Refunding Obligations" and, together with the Series 2026 New Money Obligations, the "Series 2026 Obligations"), representing proportionate interests in the Purchase Agreement pursuant to, and secured by, a Series 2026 Obligation Indenture, to be dated as of the date of the Purchase Agreement (the "Indenture"), from the City to UMB Bank, n.a., as trustee (the "Trustee"), in substantially the form presented at the meeting at which this Resolution was adopted; and

WHEREAS, the City has previously entered into certain Loan Agreements with the Water Infrastructure Finance Authority of Arizona (the "Parity Lien Obligations"); and

WHEREAS, the City will receive a proposal for the purchase of the Series 2026 Obligations from Raymond James & Associates, Inc. (the "Underwriter"), in the form of a purchase contract (the "Purchase Contract") in substantially the form presented at the meeting at which this Resolution was adopted, and the Council desires that the Series 2026 Obligations be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Finance Director of the City and agreed to by the Underwriter; and

WHEREAS, the Underwriter is required to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), in connection with selling the Series 2026 Obligations as an underwriter, and the City will execute and deliver a Continuing Disclosure Undertaking, to be dated the date of the Series 2026 Obligations (the "Undertaking"), with respect to the Series 2026 Obligations, in substantially the form included as an appendix to the herein described Preliminary Official Statement; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Purchase Agreement and to cause the sale and execution and delivery of the Series 2026 Obligations, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make the Purchase Agreement a valid and binding limited, special obligation of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Eloy, Arizona, as follows:

Section 1. Authorization and Execution and Delivery of Documents and Obligations.

(a) For the purpose of providing funds to finance the costs of the Series 2026 Property and the related costs of the sale and execution and delivery of the Series 2026 Obligations, the Series 2026 Obligations shall be sold and executed and delivered. The Series 2026 Obligations shall be dated the date of their initial authentication and delivery, shall be issued in such form and denominations, shall be payable as to interest and principal on such dates, shall be executed in such manner and shall have such other provisions, including, without limitation, provisions with respect to redemption prior to maturity, as set forth in the form of the Indenture, with such

additions, deletions and modifications consistent with this Resolution as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The series name and designation of the Series 2026 Obligations, the aggregate principal amount of the Series 2026 Obligations (which will not exceed $22,000,000 in aggregate principal amount of the Series 2026 New Money Obligations and which will not exceed $1,500,000 in aggregate principal amount of the Series 2026 Refunding Obligations), the period over which the Series 2026 Obligations shall mature, the provisions for redemption in advance of the Series 2026 Obligations, so long as the arbitrage yield on the Series 2026 Obligations calculated for federal income tax purposes is not more than seven and one-half percent (7.5%), shall be determined by the Mayor (or, in the absence thereof, the Vice Mayor), the City Manager, the Finance Director of the City or the designees of either of them (collectively, the "Authorized Representatives") to which such authority is hereby delegated. The rates of interest the Series 2026 Obligations are to bear, the dates for payment of such interest, and the date on and price at which the Series 2026 Obligations are to be sold (including provisions for any discount or premium) shall be as set forth in the Indenture and the Purchase Contract.

(b) The Authorized Representatives are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Purchase Agreement, the Purchase Contract, the Indenture and the Undertaking which are hereby approved, with such additions, deletions and modifications as shall be approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee (including in its capacity as Seller pursuant to the Purchase Agreement) is hereby requested to execute and deliver the Series 2026 Obligations, the Purchase Agreement and the Indenture to accomplish the purposes hereof.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2026 Obligations and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Purchase Agreement, the Purchase Contract, the Indenture and the Undertaking. The Authorized Representatives are authorized to select, and execute and deliver contracts with, appropriate professionals (including special counsel and municipal advisor) to provide various professional services with respect to the sale and execution and delivery of the Series 2026 Obligations as well as to provide for such other matters (including credit enhancement providers if deemed advantageous by them) as are necessary in order to accomplish the purposes of this Resolution. The Authorized Representatives are hereby further authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such credit enhancement, including those making provision for the repayment of amounts advanced for credit enhancement thereunder. The fees, costs and expenses with respect to the foregoing shall be paid from proceeds of the sale of the Series 2026 Obligations or any other legally available moneys. The Authorized Representatives are hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Resolution.

(e) A portion of the proceeds of the Series 2026 Refunding Obligations will be transferred, together with certain funds of the City, if any, required to pay the Bonds Being Refunded to the applicable registrar or trustee (the "Prior Registrar") with respect to such Bonds Being Refunded, and shall be used to pay, when due, the principal of and interest and premium on the Bonds Being Refunded. Such proceeds will be held by the Prior Registrar uninvested at the direction of the City pursuant to a letter of instruction and shall be sufficient to pay the principal of and premium and interest on the Bonds Being Refunded as the same becomes due at maturity or prior redemption. Alternatively, the Finance Director of the City is hereby delegated the authority to determine whether the City will enter into an escrow trust agreement ("Escrow Trust Agreement") to facilitate the refunding and redemption of the Bonds Being Refunded. If so determined by the Finance Director of the City, a portion of the proceeds from the sale of the Series 2026 Refunding Obligations, together with certain funds of the City, if any, shall be deposited in an escrow trust fund to be established and maintained by UMB Bank, n.a., as escrow trustee. The form of the Escrow Trust Agreement shall be similar to agreements entered into by the City previously for such purposes in connection with the refunding and redemption of other bonds or obligations of the City, and the form of such Escrow Trust Agreement is hereby approved. Amounts deposited to the trust pursuant to the Escrow Trust Agreement, other than any initial cash balance, shall be invested immediately in obligations issued or guaranteed by the United States of America, the maturing principal of and interest on which, together with any initial cash balance, shall be sufficient to pay the principal of and premium and interest on the Bonds Being Refunded as the same becomes due at maturity or prior redemption as provided herein. In connection herewith, the Finance Director of the City is hereby authorized to determine whether the services of a verification agent are necessary, and the City may engage a verification agent to verify the sufficiency of the moneys and obligations held in trust pursuant to the Escrow Trust Agreement. Furthermore, the Finance Director of the City is hereby authorized to determine whether the City will enter into an agreement with a bidding agent to obtain the obligations that will be deposited in the trust.

(f) Notwithstanding the foregoing, the authorization, execution and delivery of the Series 2026 Obligations as contemplated by this Resolution is contingent upon the execution and delivery of certain amendments pertaining to the Parity Lien Obligations by the City and the Water Infrastructure Finance Authority of Arizona. The Authorized Representatives are hereby delegated the authority to determine whether the amendments described in the preceding sentence are satisfactory prior to the execution and delivery of the Series 2026 Obligations.

Section 2. Purchase Contract. If the terms of the Series 2026 Obligations comply with this Resolution, the Authorized Representatives are each hereby authorized to execute and delivery, and, as applicable, the City Clerk is authorized to attest, the Purchase Contract in accordance with Section 1 hereof. The Series 2026 Obligations shall be prepared, executed and delivered upon payment therefor to, or upon the order of, the Underwriter in accordance with the Indenture and the Purchase Contract.

Section 3. Limited, Special Obligation; Pledge on a Parity with Parity Lien Obligations. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on the "Pledged Revenues" and the restriction on the issuance of further parity obligations secured by the Pledged Revenues are approved and confirmed. The payments due

under the Purchase Agreement shall be a limited, special obligation of the City, and shall never constitute a general obligation of the City or a pledge of *ad valorem* taxes by the City. The Series 2026 Obligations shall not constitute an indebtedness or general obligation of the city within the meaning of any State of Arizona Constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State of Arizona or any political subdivision thereof. The Purchase Agreement shall be secured by a pledge of an lien on Pledged Revenues of the System, and such pledge is on a parity with the pledge of and lien on Pledged Revenues of the System securing the Parity Lien Obligations.

Section 4. Official Statement. The preparation, distribution and use of a Preliminary Official Statement, to be dated the date of the publication thereof (the "Preliminary Official Statement"), relating to the Series 2026 Obligations in substantially the form presented to the Council at the meeting at which this Resolution was adopted, is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the City as of a particular date for purposes of the Rule. The Authorized Representatives are authorized and directed to approve, on behalf of the Council, and to execute and deliver, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Series 2026 Obligations, for distribution and use in connection with the offering and sale of the Series 2026 Obligations. The execution and delivery of such final Official Statement by the Mayor or, in the absence thereof, Vice Mayor of the City shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Council.

Section 5. Trustee. The City hereby appoints UMB Bank, n.a., as Trustee pursuant to the Indenture and authorizes and directs the Trustee to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement, the Indenture and the Purchase Contract, and the sale, execution and delivery of the Series 2026 Obligations and further authorizes and directs the Trustee to enter into such additional agreements as may be reasonable for the administration of the trusts so held. The City may appoint a successor trustee in accordance with the Indenture, and, if the City desires to appoint another trustee prior the sale, execution and delivery of the Series 2026 Obligations, any such appointment may be done without further approval of the Council.

Section 6. Redemption of Bonds Being Refunded. Some or all of the maturities of the Existing Payment Obligations may be refunded. Those selected for refunding are referred to herein as the Bonds Being Refunded. The Council hereby orders that the series and the maturities of the Bonds Being Refunded and the times that the Bonds Being Refunded will be redeemed will be determined by the Finance Director of the City, and will be as set forth in the Official Statement. The City Manager, the Finance Director of the City, or the designated representative of either shall order that the Bonds Being Refunded be irrevocably called for redemption prior to their stated maturity dates on the earliest available call date or such other date as such officer shall determine. The appropriate officers of the City are hereby authorized to direct the Prior Registrar to apply a portion of the proceeds of the Series 2026 Refunding Obligations, together with certain available

moneys of the City, if any, to redeem the Bonds Being Refunded and disseminate appropriate notices in connection therewith.

Section 7. Severability and Waiver of Inconsistency. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof. The Council of the City hereby declare that this Resolution would have been adopted with each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Series 2026 Obligations pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

Section 8. Ratification of Actions. All actions of the officers, employees and agents of the City including the Council that conform to the purposes and intent of this Resolution and which further the actions contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 9. Resolution Irrepealable. After any of the Series 2026 Obligations are delivered by the Trustee to the purchaser thereof and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Series 2026 Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED, by the Mayor and Council of the City of Eloy, Pinal County, Arizona, this 27th day of April, 2026.

_____

Andrew Sutton, Mayor

ATTEST:

_____

Celine Kidwell, City Clerk, CMC

APPROVED AS TO FORM:

_____

Stephen R. Cooper, City Attorney

CERTIFICATION

I, Celine Kidwell, the duly appointed City Clerk of the City of Eloy, Arizona, do hereby certify that the above and foregoing Resolution No. 26-1656 was duly passed by the Council of the City of Eloy, Arizona, at a regular meeting held on April 27, 2026, and that a quorum was present there at and that the vote thereon was _____ ayes and _____ nays; _____ did not vote or were absent.

DATED: _____, 2026.

_____

Celine Kidwell, City Clerk, CMC

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SOURCES AND USES OF FUNDS

City of Eloy, AZ
Pledged Util. Rev. Obligations and Refunding Bonds, Series 2026
Preliminary, Rates as of 4-14-2026

Dated Date	06/18/2026
Delivery Date	06/18/2026

Sources:	*New Money Portion: Pledged Utility Revenue Obligations, Series 2026*	*2026 Refunding Bonds*	*Total*
Bond Proceeds:			
Par Amount	19,445,000.00	960,000.00	20,405,000.00
Premium	1,152,347.25	73,735.15	1,226,082.40
	20,597,347.25	1,033,735.15	21,631,082.40

Uses:	*New Money Portion: Pledged Utility Revenue Obligations, Series 2026*	*2026 Refunding Bonds*	*Total*
Project Fund Deposits:			
Project Fund	20,000,000.00		20,000,000.00
Refunding Escrow Deposits:			
Cash Deposit		1,002,475.50	1,002,475.50
Other Fund Deposits:			
Surety Reserve (4.00%)	56,986.57	2,813.43	59,800.00
Delivery Date Expenses:			
Cost of Issuance	173,485.04	8,564.96	182,050.00
Underwriter's Discount	194,450.00	9,600.00	204,050.00
Bond Insurance (50 bps)	171,274.63	8,455.83	179,730.46
	539,209.67	26,620.79	565,830.46
Other Uses of Funds:			
Additional Proceeds	1,151.01	1,825.43	2,976.44
	20,597,347.25	1,033,735.15	21,631,082.40

BOND DEBT SERVICE

City of Eloy, AZ
Pledged Util. Rev. Obligations and Refunding Bonds, Series 2026
Preliminary, Rates as of 4-14-2026

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2026	5,000	5.000%	36,842.36	41,842.36
07/01/2027	475,000	5.000%	1,020,000.00	1,495,000.00
07/01/2028	495,000	5.000%	996,250.00	1,491,250.00
07/01/2029	520,000	5.000%	971,500.00	1,491,500.00
07/01/2030	545,000	5.000%	945,500.00	1,490,500.00
07/01/2031	555,000	5.000%	918,250.00	1,473,250.00
07/01/2032	550,000	5.000%	890,500.00	1,440,500.00
07/01/2033	580,000	5.000%	863,000.00	1,443,000.00
07/01/2034	610,000	5.000%	834,000.00	1,444,000.00
07/01/2035	640,000	5.000%	803,500.00	1,443,500.00
07/01/2036	670,000	5.000%	771,500.00	1,441,500.00
07/01/2037	705,000	5.000%	738,000.00	1,443,000.00
07/01/2038	740,000	5.000%	702,750.00	1,442,750.00
07/01/2039	775,000	5.000%	665,750.00	1,440,750.00
07/01/2040	815,000	5.000%	627,000.00	1,442,000.00
07/01/2041	855,000	5.000%	586,250.00	1,441,250.00
07/01/2042	895,000	5.000%	543,500.00	1,438,500.00
07/01/2043	945,000	5.000%	498,750.00	1,443,750.00
07/01/2044	990,000	5.000%	451,500.00	1,441,500.00
07/01/2045	1,040,000	5.000%	402,000.00	1,442,000.00
07/01/2046	1,030,000	5.000%	350,000.00	1,380,000.00
07/01/2047	1,080,000	5.000%	298,500.00	1,378,500.00
07/01/2048	1,135,000	5.000%	244,500.00	1,379,500.00
07/01/2049	1,190,000	5.000%	187,750.00	1,377,750.00
07/01/2050	1,250,000	5.000%	128,250.00	1,378,250.00
07/01/2051	1,315,000	5.000%	65,750.00	1,380,750.00
	20,405,000		15,541,092.36	35,946,092.36

BOND PRICING

City of Eloy, AZ
Pledged Util. Rev. Obligations and Refunding Bonds, Series 2026
Preliminary, Rates as of 4-14-2026

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Call Date	Call Price	Premium (-Discount)
New Money Portion: Pledged Utility Revenue Obligations, Series 2026, Wastewater Component:									
	07/01/2026		5.000%	2.730%	100.079				
	07/01/2027	410,000	5.000%	2.730%	102.302				9,438.20
	07/01/2028	430,000	5.000%	2.780%	104.364				18,765.20
	07/01/2029	450,000	5.000%	2.870%	106.149				27,670.50
	07/01/2030	470,000	5.000%	3.000%	107.548				35,475.60
	07/01/2031	495,000	5.000%	3.100%	108.794				43,530.30
	07/01/2032	520,000	5.000%	3.210%	109.750				50,700.00
	07/01/2033	545,000	5.000%	3.250%	110.926				59,546.70
	07/01/2034	575,000	5.000%	3.330%	111.688				67,206.00
	07/01/2035	605,000	5.000%	3.420%	112.191				73,755.55
	07/01/2036	630,000	5.000%	3.570%	111.971				75,417.30
	07/01/2037	665,000	5.000%	3.650%	111.258	C	07/01/2036	100.000	74,865.70
	07/01/2038	695,000	5.000%	3.760%	110.285	C	07/01/2036	100.000	71,480.75
	07/01/2039	730,000	5.000%	3.890%	109.148	C	07/01/2036	100.000	66,780.40
	07/01/2040	770,000	5.000%	3.930%	108.801	C	07/01/2036	100.000	67,767.70
	07/01/2041	805,000	5.000%	4.010%	108.112	C	07/01/2036	100.000	65,301.60
	07/01/2042	845,000	5.000%	4.090%	107.427	C	07/01/2036	100.000	62,758.15
	07/01/2043	890,000	5.000%	4.190%	106.579	C	07/01/2036	100.000	58,553.10
	07/01/2044	935,000	5.000%	4.320%	105.488	C	07/01/2036	100.000	51,312.80
	07/01/2045	980,000	5.000%	4.450%	104.411	C	07/01/2036	100.000	43,227.80
	07/01/2046	1,030,000	5.000%	4.580%	103.347	C	07/01/2036	100.000	34,474.10
	07/01/2047	1,080,000	5.000%	4.700%	102.376	C	07/01/2036	100.000	25,660.80
	07/01/2048	1,135,000	5.000%	4.780%	101.735	C	07/01/2036	100.000	19,692.25
	07/01/2049	1,190,000	5.000%	4.810%	101.496	C	07/01/2036	100.000	17,802.40
	07/01/2050	1,250,000	5.000%	4.830%	101.337	C	07/01/2036	100.000	16,712.50
	07/01/2051	1,315,000	5.000%	4.860%	101.099	C	07/01/2036	100.000	14,451.85
		19,445,000							1,152,347.25
2026 Refunding Bonds, Bond Component:									
	07/01/2026	5,000	5.000%	2.730%	100.079				3.95
	07/01/2027	65,000	5.000%	2.730%	102.302				1,496.30
	07/01/2028	65,000	5.000%	2.780%	104.364				2,836.60
	07/01/2029	70,000	5.000%	2.870%	106.149				4,304.30
	07/01/2030	75,000	5.000%	3.000%	107.548				5,661.00
	07/01/2031	60,000	5.000%	3.100%	108.794				5,276.40
	07/01/2032	30,000	5.000%	3.210%	109.750				2,925.00
	07/01/2033	35,000	5.000%	3.250%	110.926				3,824.10
	07/01/2034	35,000	5.000%	3.330%	111.688				4,090.80
	07/01/2035	35,000	5.000%	3.420%	112.191				4,266.85
	07/01/2036	40,000	5.000%	3.570%	111.971				4,788.40
	07/01/2037	40,000	5.000%	3.650%	111.258	C	07/01/2036	100.000	4,503.20
	07/01/2038	45,000	5.000%	3.760%	110.285	C	07/01/2036	100.000	4,628.25
	07/01/2039	45,000	5.000%	3.890%	109.148	C	07/01/2036	100.000	4,116.60
	07/01/2040	45,000	5.000%	3.930%	108.801	C	07/01/2036	100.000	3,960.45
	07/01/2041	50,000	5.000%	4.010%	108.112	C	07/01/2036	100.000	4,056.00
	07/01/2042	50,000	5.000%	4.090%	107.427	C	07/01/2036	100.000	3,713.50
	07/01/2043	55,000	5.000%	4.190%	106.579	C	07/01/2036	100.000	3,618.45
	07/01/2044	55,000	5.000%	4.320%	105.488	C	07/01/2036	100.000	3,018.40
	07/01/2045	60,000	5.000%	4.450%	104.411	C	07/01/2036	100.000	2,646.60
		960,000							73,735.15
		20,405,000							1,226,082.40

Dated Date	06/18/2026	
Delivery Date	06/18/2026	
First Coupon	07/01/2026	
Par Amount	20,405,000.00	
Premium	1,226,082.40	
Production	21,631,082.40	106.008735%
Underwriter's Discount	-204,050.00	-1.000000%
Purchase Price	21,427,032.40	105.008735%
Accrued Interest		
Net Proceeds	21,427,032.40	

BOND SUMMARY STATISTICS

City of Eloy, AZ
Pledged Util. Rev. Obligations and Refunding Bonds, Series 2026
Preliminary, Rates as of 4-14-2026

	New Money Portion: Pledged Utility Revenue Obligations, Series 2026	2026 Refunding Bonds	Aggregate
Dated Date	06/18/2026	06/18/2026	06/18/2026
Delivery Date	06/18/2026	06/18/2026	06/18/2026
Last Maturity	07/01/2051	07/01/2045	07/01/2051
Arbitrage Yield	4.432307%	4.432307%	4.432307%
True Interest Cost (TIC)	4.530402%	4.100803%	4.516016%
Net Interest Cost (NIC)	4.682344%	4.308118%	4.671184%
All-In TIC	4.695619%	4.330514%	4.683363%
Average Coupon	5.000000%	5.000000%	5.000000%
Average Life (years)	15.508	9.656	15.233
Duration of Issue (years)	10.593	7.483	10.450
Par Amount	19,445,000.00	960,000.00	20,405,000.00
Bond Proceeds	20,597,347.25	1,033,735.15	21,631,082.40
Total Interest	15,077,609.03	463,483.33	15,541,092.36
Net Interest	14,119,711.78	399,348.18	14,519,059.96
Total Debt Service	34,522,609.03	1,423,483.33	35,946,092.36
Maximum Annual Debt Service	1,382,500.00	112,750.00	1,495,000.00
Average Annual Debt Service	1,378,912.60	74,778.05	1,435,769.80
Underwriter's Fees (per $1000)			
Average Takedown			
Other Fee	10.000000	10.000000	10.000000
Total Underwriter's Discount	10.000000	10.000000	10.000000
Bid Price	104.926188	106.680745	105.008735

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	960,000.00	107.681	5.000%	9.656
Wastewater Component	19,445,000.00	105.926	5.000%	15.508
	20,405,000.00			15.233

BOND SUMMARY STATISTICS

City of Eloy, AZ
Pledged Util. Rev. Obligations and Refunding Bonds, Series 2026
Preliminary, Rates as of 4-14-2026

	TIC	All-In TIC	Arbitrage Yield
Par Value	20,405,000.00	20,405,000.00	20,405,000.00
+ Accrued Interest			
+ Premium (Discount)	1,226,082.40	1,226,082.40	1,226,082.40
- Underwriter's Discount	-204,050.00	-204,050.00	
- Cost of Issuance Expense		-182,050.00	
- Other Amounts		-179,730.46	-179,730.46
Target Value	21,427,032.40	21,065,251.94	21,451,351.94
Target Date	06/18/2026	06/18/2026	06/18/2026
Yield	4.516016%	4.683363%	4.432307%

COST OF ISSUANCE

City of Eloy, AZ
Pledged Util. Rev. Obligations and Refunding Bonds, Series 2026
Preliminary, Rates as of 4-14-2026

Cost of Issuance	*$/1000*	*Amount*
S&P Rating Fee	1.50698	30,750.00
Bond Counsel	4.16565	85,000.00
Underwriter's Counsel	1.96030	40,000.00
Bond Registrar & Paying Agent (UMB)	0.06371	1,300.00
POS/OS	0.98015	20,000.00
Misc.	0.24504	5,000.00
	8.92183	182,050.00

SOURCES AND USES OF FUNDS

New Money
City of Eloy, Arizona
Utility Pledged Revenue Obligations, Series 2026

Dated Date	06/18/2026
Delivery Date	06/18/2026

Sources:

Bond Proceeds:	
Par Amount	19,445,000.00
Premium	1,152,347.25
	20,597,347.25

Uses:

Project Fund Deposits:	
Project Fund	20,000,000.00
Other Fund Deposits:	
Surety Reserve (4.00%)	56,986.57
Delivery Date Expenses:	
Cost of Issuance	173,485.04
Underwriter's Discount	194,450.00
Bond Insurance (50 bps)	171,274.63
	539,209.67
Other Uses of Funds:	
Additional Proceeds	1,151.01
	20,597,347.25

BOND DEBT SERVICE

New Money
City of Eloy, Arizona
Utility Pledged Revenue Obligations, Series 2026

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2026			35,109.03	35,109.03
07/01/2027	410,000	5.000%	972,250.00	1,382,250.00
07/01/2028	430,000	5.000%	951,750.00	1,381,750.00
07/01/2029	450,000	5.000%	930,250.00	1,380,250.00
07/01/2030	470,000	5.000%	907,750.00	1,377,750.00
07/01/2031	495,000	5.000%	884,250.00	1,379,250.00
07/01/2032	520,000	5.000%	859,500.00	1,379,500.00
07/01/2033	545,000	5.000%	833,500.00	1,378,500.00
07/01/2034	575,000	5.000%	806,250.00	1,381,250.00
07/01/2035	605,000	5.000%	777,500.00	1,382,500.00
07/01/2036	630,000	5.000%	747,250.00	1,377,250.00
07/01/2037	665,000	5.000%	715,750.00	1,380,750.00
07/01/2038	695,000	5.000%	682,500.00	1,377,500.00
07/01/2039	730,000	5.000%	647,750.00	1,377,750.00
07/01/2040	770,000	5.000%	611,250.00	1,381,250.00
07/01/2041	805,000	5.000%	572,750.00	1,377,750.00
07/01/2042	845,000	5.000%	532,500.00	1,377,500.00
07/01/2043	890,000	5.000%	490,250.00	1,380,250.00
07/01/2044	935,000	5.000%	445,750.00	1,380,750.00
07/01/2045	980,000	5.000%	399,000.00	1,379,000.00
07/01/2046	1,030,000	5.000%	350,000.00	1,380,000.00
07/01/2047	1,080,000	5.000%	298,500.00	1,378,500.00
07/01/2048	1,135,000	5.000%	244,500.00	1,379,500.00
07/01/2049	1,190,000	5.000%	187,750.00	1,377,750.00
07/01/2050	1,250,000	5.000%	128,250.00	1,378,250.00
07/01/2051	1,315,000	5.000%	65,750.00	1,380,750.00
	19,445,000		15,077,609.03	34,522,609.03

BOND PRICING

New Money
City of Eloy, Arizona
Utility Pledged Revenue Obligations, Series 2026

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Call Date	Call Price	Premium (-Discount)
Wastewater Component:									
	07/01/2026		5.000%	2.730%	100.079				
	07/01/2027	410,000	5.000%	2.730%	102.302				9,438.20
	07/01/2028	430,000	5.000%	2.780%	104.364				18,765.20
	07/01/2029	450,000	5.000%	2.870%	106.149				27,670.50
	07/01/2030	470,000	5.000%	3.000%	107.548				35,475.60
	07/01/2031	495,000	5.000%	3.100%	108.794				43,530.30
	07/01/2032	520,000	5.000%	3.210%	109.750				50,700.00
	07/01/2033	545,000	5.000%	3.250%	110.926				59,546.70
	07/01/2034	575,000	5.000%	3.330%	111.688				67,206.00
	07/01/2035	605,000	5.000%	3.420%	112.191				73,755.55
	07/01/2036	630,000	5.000%	3.570%	111.971				75,417.30
	07/01/2037	665,000	5.000%	3.650%	111.258	C	07/01/2036	100.000	74,865.70
	07/01/2038	695,000	5.000%	3.760%	110.285	C	07/01/2036	100.000	71,480.75
	07/01/2039	730,000	5.000%	3.890%	109.148	C	07/01/2036	100.000	66,780.40
	07/01/2040	770,000	5.000%	3.930%	108.801	C	07/01/2036	100.000	67,767.70
	07/01/2041	805,000	5.000%	4.010%	108.112	C	07/01/2036	100.000	65,301.60
	07/01/2042	845,000	5.000%	4.090%	107.427	C	07/01/2036	100.000	62,758.15
	07/01/2043	890,000	5.000%	4.190%	106.579	C	07/01/2036	100.000	58,553.10
	07/01/2044	935,000	5.000%	4.320%	105.488	C	07/01/2036	100.000	51,312.80
	07/01/2045	980,000	5.000%	4.450%	104.411	C	07/01/2036	100.000	43,227.80
	07/01/2046	1,030,000	5.000%	4.580%	103.347	C	07/01/2036	100.000	34,474.10
	07/01/2047	1,080,000	5.000%	4.700%	102.376	C	07/01/2036	100.000	25,660.80
	07/01/2048	1,135,000	5.000%	4.780%	101.735	C	07/01/2036	100.000	19,692.25
	07/01/2049	1,190,000	5.000%	4.810%	101.496	C	07/01/2036	100.000	17,802.40
	07/01/2050	1,250,000	5.000%	4.830%	101.337	C	07/01/2036	100.000	16,712.50
	07/01/2051	1,315,000	5.000%	4.860%	101.099	C	07/01/2036	100.000	14,451.85
		19,445,000							1,152,347.25

Dated Date	06/18/2026	
Delivery Date	06/18/2026	
First Coupon	07/01/2026	
Par Amount	19,445,000.00	
Premium	1,152,347.25	
Production	20,597,347.25	105.926188%
Underwriter's Discount	-194,450.00	-1.000000%
Purchase Price	20,402,897.25	104.926188%
Accrued Interest		
Net Proceeds	20,402,897.25	

BOND SUMMARY STATISTICS

New Money
City of Eloy, Arizona
Utility Pledged Revenue Obligations, Series 2026

Dated Date	06/18/2026
Delivery Date	06/18/2026
Last Maturity	07/01/2051
Arbitrage Yield	4.432307%
True Interest Cost (TIC)	4.530402%
Net Interest Cost (NIC)	4.682344%
All-In TIC	4.695619%
Average Coupon	5.000000%
Average Life (years)	15.508
Duration of Issue (years)	10.593
Par Amount	19,445,000.00
Bond Proceeds	20,597,347.25
Total Interest	15,077,609.03
Net Interest	14,119,711.78
Total Debt Service	34,522,609.03
Maximum Annual Debt Service	1,382,500.00
Average Annual Debt Service	1,378,912.60
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	104.926188

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Wastewater Component	19,445,000.00	105.926	5.000%	15.508
	19,445,000.00			15.508

	TIC	All-In TIC	Arbitrage Yield
Par Value	19,445,000.00	19,445,000.00	19,445,000.00
+ Accrued Interest			
+ Premium (Discount)	1,152,347.25	1,152,347.25	1,152,347.25
- Underwriter's Discount	-194,450.00	-194,450.00	
- Cost of Issuance Expense		-173,485.04	
- Other Amounts		-171,274.63	-171,274.63
Target Value	20,402,897.25	20,058,137.58	20,426,072.62
Target Date	06/18/2026	06/18/2026	06/18/2026
Yield	4.530402%	4.695619%	4.432307%

SOURCES AND USES OF FUNDS

Water and Wastewater Rev. Bonds
2026 Refunding Bonds

Dated Date	06/18/2026
Delivery Date	06/18/2026

Sources:

Bond Proceeds:	
Par Amount	960,000.00
Premium	73,735.15
	1,033,735.15

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1,002,475.50
Other Fund Deposits:	
Surety Reserve (4.00%)	2,813.43
Delivery Date Expenses:	
Cost of Issuance	8,564.96
Underwriter's Discount	9,600.00
Bond Insurance (50 bps)	8,455.83
	26,620.79
Other Uses of Funds:	
Additional Proceeds	1,825.43
	1,033,735.15

BOND DEBT SERVICE

Water and Wastewater Rev. Bonds
2026 Refunding Bonds

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2026	5,000	5.000%	1,733.33	6,733.33
07/01/2027	65,000	5.000%	47,750.00	112,750.00
07/01/2028	65,000	5.000%	44,500.00	109,500.00
07/01/2029	70,000	5.000%	41,250.00	111,250.00
07/01/2030	75,000	5.000%	37,750.00	112,750.00
07/01/2031	60,000	5.000%	34,000.00	94,000.00
07/01/2032	30,000	5.000%	31,000.00	61,000.00
07/01/2033	35,000	5.000%	29,500.00	64,500.00
07/01/2034	35,000	5.000%	27,750.00	62,750.00
07/01/2035	35,000	5.000%	26,000.00	61,000.00
07/01/2036	40,000	5.000%	24,250.00	64,250.00
07/01/2037	40,000	5.000%	22,250.00	62,250.00
07/01/2038	45,000	5.000%	20,250.00	65,250.00
07/01/2039	45,000	5.000%	18,000.00	63,000.00
07/01/2040	45,000	5.000%	15,750.00	60,750.00
07/01/2041	50,000	5.000%	13,500.00	63,500.00
07/01/2042	50,000	5.000%	11,000.00	61,000.00
07/01/2043	55,000	5.000%	8,500.00	63,500.00
07/01/2044	55,000	5.000%	5,750.00	60,750.00
07/01/2045	60,000	5.000%	3,000.00	63,000.00
	960,000		463,483.33	1,423,483.33

BOND PRICING

Water and Wastewater Rev. Bonds
2026 Refunding Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Call Date	Call Price	Premium (-Discount)
Bond Component:									
	07/01/2026	5,000	5.000%	2.730%	100.079				3.95
	07/01/2027	65,000	5.000%	2.730%	102.302				1,496.30
	07/01/2028	65,000	5.000%	2.780%	104.364				2,836.60
	07/01/2029	70,000	5.000%	2.870%	106.149				4,304.30
	07/01/2030	75,000	5.000%	3.000%	107.548				5,661.00
	07/01/2031	60,000	5.000%	3.100%	108.794				5,276.40
	07/01/2032	30,000	5.000%	3.210%	109.750				2,925.00
	07/01/2033	35,000	5.000%	3.250%	110.926				3,824.10
	07/01/2034	35,000	5.000%	3.330%	111.688				4,090.80
	07/01/2035	35,000	5.000%	3.420%	112.191				4,266.85
	07/01/2036	40,000	5.000%	3.570%	111.971				4,788.40
	07/01/2037	40,000	5.000%	3.650%	111.258	C	07/01/2036	100.000	4,503.20
	07/01/2038	45,000	5.000%	3.760%	110.285	C	07/01/2036	100.000	4,628.25
	07/01/2039	45,000	5.000%	3.890%	109.148	C	07/01/2036	100.000	4,116.60
	07/01/2040	45,000	5.000%	3.930%	108.801	C	07/01/2036	100.000	3,960.45
	07/01/2041	50,000	5.000%	4.010%	108.112	C	07/01/2036	100.000	4,056.00
	07/01/2042	50,000	5.000%	4.090%	107.427	C	07/01/2036	100.000	3,713.50
	07/01/2043	55,000	5.000%	4.190%	106.579	C	07/01/2036	100.000	3,618.45
	07/01/2044	55,000	5.000%	4.320%	105.488	C	07/01/2036	100.000	3,018.40
	07/01/2045	60,000	5.000%	4.450%	104.411	C	07/01/2036	100.000	2,646.60
		960,000							73,735.15

Dated Date	06/18/2026	
Delivery Date	06/18/2026	
First Coupon	07/01/2026	
Par Amount	960,000.00	
Premium	73,735.15	
Production	1,033,735.15	107.680745%
Underwriter's Discount	-9,600.00	-1.000000%
Purchase Price	1,024,135.15	106.680745%
Accrued Interest		
Net Proceeds	1,024,135.15	

BOND SUMMARY STATISTICS

Water and Wastewater Rev. Bonds
2026 Refunding Bonds

Dated Date	06/18/2026
Delivery Date	06/18/2026
Last Maturity	07/01/2045
Arbitrage Yield	4.432307%
True Interest Cost (TIC)	4.100803%
Net Interest Cost (NIC)	4.308118%
All-In TIC	4.330514%
Average Coupon	5.000000%
Average Life (years)	9.656
Duration of Issue (years)	7.483
Par Amount	960,000.00
Bond Proceeds	1,033,735.15
Total Interest	463,483.33
Net Interest	399,348.18
Total Debt Service	1,423,483.33
Maximum Annual Debt Service	112,750.00
Average Annual Debt Service	74,778.05
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	106.680745

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Bond Component	960,000.00	107.681	5.000%	9.656
	960,000.00			9.656

	TIC	All-In TIC	Arbitrage Yield
Par Value	960,000.00	960,000.00	960,000.00
+ Accrued Interest			
+ Premium (Discount)	73,735.15	73,735.15	73,735.15
- Underwriter's Discount	-9,600.00	-9,600.00	
- Cost of Issuance Expense		-8,564.96	
- Other Amounts		-8,455.83	-8,455.83
Target Value	1,024,135.15	1,007,114.36	1,025,279.32
Target Date	06/18/2026	06/18/2026	06/18/2026
Yield	4.100803%	4.330514%	4.432307%

OBLIGATION PURCHASE AGREEMENT

$[PAR-A]
WATER AND WASTEWATER SYSTEM REVENUE OBLIGATIONS, SERIES 2026

$[PAR-B]
WATER AND WASTEWATER SYSTEM REVENUE REFUNDING OBLIGATIONS, SERIES 2026

Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid by CITY OF ELOY, ARIZONA, Pursuant to a Series 2026 Purchase Agreement, Dated as of June 1, 2026

_____, 2026

Mayor and City Council
City of Eloy, Arizona
595 North C Street
Eloy, AZ 85131

The undersigned, on behalf of Raymond James & Associates, Inc. (the "Underwriter"), acting on its own behalf, offers to enter into this Obligation Purchase Agreement (this "Agreement") with the City of Eloy, Arizona (the "City"), which, upon written acceptance of this offer, will be binding upon the City and the Underwriter. This offer is made subject to written acceptance hereof by the City before 11:59 p.m., Arizona time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof. Terms not defined in this Agreement shall have the same meanings assigned to them in the Indenture and the Official Statement (both defined herein).

1. Purchase and Sale of the Obligations.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter shall purchase all, but not less than all, and the City shall cause UMB Bank, N.A., as trustee (the "Trustee"), to execute, sell and deliver to the Underwriter all, but not less than all, of the City's $_____ principal amount of Water and Wastewater System Revenue Obligations, Series 2026 (the "New Money Obligations") and the City's $_____ principal amount of Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "Refunding Obligations" and, together with the New Money Obligations, the "Obligations") representing the undivided, proportionate interests in Payments (as defined herein) to be made by the City.

(b) Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is

to purchase securities, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City; (ii) the Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the City has consulted its own legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

(c) The principal amount of the Obligations to be executed and delivered, the dated date thereof and the maturities, redemption provisions and interest rates and yields per annum therefor are set forth in [the Schedule] [Schedule I] hereto. The Obligations shall be as described in, and shall be executed, delivered and secured under and pursuant to the provisions of a Series 2026 Obligation Indenture, dated as of [June] 1, 2026 (the "Indenture"), by and between the City and the Trustee, and authorized by a Resolution of the Mayor and the Council of the City (the "Council") adopted on [April 27], 2026 (the "Resolution").

(d) The Obligations represent undivided, proportionate interests in the right to receive payments (the "Payments") to be made by the City pursuant to a Series 2026 Purchase Agreement, dated as of [June] 1, 2026 (the "Purchase Agreement"), by and between the City and the Trustee. The obligations of the City under the Purchase Agreement will be payable exclusively from Pledged Revenues and will not be a general obligation or indebtedness of the City for any purpose.

(e) The purchase price of the Obligations shall be $_____, comprised of the following:

(1) The purchase price for the New Money Obligations of $_____, which represents an aggregate principal amount of the New Money Obligations of $_____, plus [net] original issue premium of $_____, less an underwriting discount of $_____; and

(2) The purchase price for the Refunding Obligations of $_____, which represents an aggregate principal amount of the Refunding Obligations of $_____, plus [net] original issue premium of $_____, less an underwriting discount of $_____.

(f) [For convenience, the Underwriter shall pay by the Closing Date (as defined herein), on behalf of the City, $_____ from the proceeds of the Obligations to the Insurer (as defined herein) as payment of the bond insurance premium for the Policy (as defined herein).]

2. Public Offering. The Underwriter shall make a *bona fide* public offering of all of the Obligations at yields not less than the public offering yields set forth on the inside front cover page of the Official Statement and may subsequently change such offering yields without any requirement of prior notice. Subject to Section 3 of this Agreement, the Underwriter may offer

and sell Obligations to certain dealers (including dealers depositing Obligations into investment trusts) and others at yields higher than the public offering yields stated on the inside front cover page of the Official Statement.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Obligations and shall execute and deliver to the City on the Closing Date (as defined herein) an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Greenberg Traurig LLP ("Special Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Obligations.

(b) [Except as otherwise set forth in Schedule [II] attached hereto, the] [The] City will treat the first price at which 10% of each maturity of the Obligations (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Obligations. [If at that time the 10% test has not been satisfied as to any maturity of the Obligations, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Obligations of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Obligations of that maturity or (ii) the 10% test has been satisfied as to the Obligations of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Special Counsel.] For purposes of this Section, if Obligations mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Obligations.

(c) [The Underwriter confirms that it has offered the Obligations to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule [II] attached hereto, except as otherwise set forth therein. Schedule [II] also sets forth, as of the date of this Agreement, the maturities, if any, of the Obligations for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Obligations, the Underwriter will neither offer nor sell unsold Obligations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) The close of the fifth (5th) business day after the sale date; or

(2) The date on which the Underwriter has sold at least 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.]

(d) [The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (a) to report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Obligations of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (b) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Obligations that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Obligations to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Obligations of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.]

(e) [The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Obligations to the public, the agreement of each dealer who is a member

of the selling group to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations.]

[(c)/(f)] The Underwriter acknowledges that sales of any Obligations to any person that is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Obligations to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the public), [and]

(3) a purchaser of any of the Obligations is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[.] [,and

(4) "sale date" means the date of execution of this Agreement by all parties.]

4. <u>The Official Statement</u>.

(a) The Preliminary Official Statement dated _____, 2026 (including the cover page, the inside front cover page and Appendices thereto, the "Preliminary Official Statement"), of the City relating to the Obligations, to be subsequently revised to reflect the changes resulting from the sale of the Obligations and including amendments or supplements thereto, is hereinafter called the "Official Statement."

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Obligations. The City hereby deems the Preliminary Official Statement "final" as of its date, except for the omission of such information which is dependent upon the final pricing of the Obligations for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule").

(c) The City represents that appropriate officials of the City have reviewed and approved the information in the Official Statement and that the Council has authorized the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Obligations. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the acceptance by the City of this Agreement (but, in any event, not later than within seven (7) business days after the acceptance by the City of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide the Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Obligations), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request) and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the expense of the City (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal

opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

5. Representations, Warranties, and Covenants of the City. The undersigned on behalf of the City, but not individually, represents and warrants to and covenants with, as applicable, the Underwriter that:

(a) The City is validly existing as a municipal corporation duly created, organized and existing under the laws of the State of Arizona (the "State") with powers specifically required for purposes of this Agreement and has now and at the Closing Date will have full legal right, power and authority to cause the Resolution to be adopted and (i) to enter into, execute and deliver the Resolution, the Indenture, the Purchase Agreement, this Agreement, and an Undertaking of the City which satisfies the requirements of Section (b)(5)(i) of the Rule (the "Undertaking" and such documents referred to in this clause (i) hereinafter collectively referred to as the "City Documents"), (ii) to cause the sale and execution and delivery of the Obligations as provided herein, and (iii) to carry out and consummate the transactions contemplated by the City Documents and the Official Statement, and the City has complied, and will at the Closing Date be in compliance in all material respects, with the terms of the City Documents as they pertain to such transactions;

(b) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the sale and execution and delivery of the Obligations, (ii) the approval, execution and delivery of, and the performance by the City of the obligations on its part contained in, the Obligations and the City Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement and the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The City Documents constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Obligations, when paid for and executed and delivered, in accordance with the Resolution, the Indenture and this Agreement, will constitute legal, valid and binding obligations of the City entitled to the benefits of the Indenture and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the execution and delivery of the Obligations as aforesaid, the Purchase Agreement and the Indenture will provide, for the benefit of the holders, from time to time, of the Obligations, the legally valid and binding pledge of and lien they purport to create as set forth in the Purchase Agreement and the Indenture;

(d) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing, and the execution and delivery of the Obligations, the refunding of the obligations being refunded with the proceeds of the Refunding Obligations (the "Bonds Being Refunded") and the City Documents and the adoption of the Resolution and compliance with the provisions on the part of the City contained herein and therein will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City pledged to secure the Obligations or under the terms of any such law, regulation or instrument, except as provided by the Obligations, the Purchase Agreement and the Indenture;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Obligations have been duly obtained, except such approvals, consents and orders as may be required under the "blue sky" or securities laws of any jurisdiction in connection with the offering and sale of the Obligations;

(f) The Obligations conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS"; the proceeds of the sale of the Obligations will be applied generally as described in the Official Statement under the caption "THE OBLIGATIONS" and "PLAN OF REFUNDING"; and the Undertaking conforms to the form thereof attached to the Official Statement as Appendix H – "FORM OF CONTINUING DISCLOSURE UNDERTAKING";

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the City after due inquiry, overtly threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale or execution and delivery of the Obligations, the refunding of the Bonds Being Refunded, or the collection of the Pledged Revenues (as defined in the Official Statement) pledged to the payments due under the Purchase Agreement, or in any way contesting or affecting the adoption of the Resolution or the validity or enforceability of the Obligations or the City Documents, or contesting the exclusion from gross income of interest on the Obligations for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto or contesting the powers of the City or any authority for the execution and delivery of the Obligations, the adoption of the Resolution or the execution and delivery of the City Documents, nor, to the

best knowledge of the City, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Obligations or the City Documents;

(h) As of the date thereof and hereof, the Preliminary Official Statement (excluding information under the headings "TAX MATTERS," "RATINGS" and "UNDERWRITING" and in Appendix F) did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) As of the date of the City's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4(d) of this Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement (excluding information under the headings "TAX MATTERS," "RATINGS" and "UNDERWRITING" and in Appendix F) does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to Section 4(d) of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended (excluding information under the headings "TAX MATTERS," "RATINGS" and "UNDERWRITING" and in Appendix F) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The City will apply, or cause to be applied, the proceeds from the sale of the Obligations as provided in and subject to all of the terms and provisions of the Indenture and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Obligations;

(l) The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Obligations for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Obligations for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Obligations (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Obligations for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the City in the Official Statement fairly present the financial position and results of the City as of the

dates and for the periods therein set forth in accordance with generally accepted governmental accounting principles as applicable to governmental units and have been prepared in accordance with generally accepted governmental accounting principles consistently applied throughout the periods covered (except as otherwise disclosed in the Official Statement or financial statements);

(n) Except as otherwise disclosed in the Official Statement, since June 30, 2025, the City has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the City that are not described in the Official Statement, whether or not arising from transactions in the ordinary course of business;

(o) Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City and the City is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a materially adverse effect on the financial condition of the City;

(p) Prior to the Closing and to the extent it may agree to do so pursuant to applicable law, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which secure the Obligations without prior approval of the Underwriter;

(q) Any certificate, signed by any official of the City authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein;

(r) The City has submitted to the Arizona Department of Revenue, the Arizona State Treasurer's Office or the Arizona Department of Administration, as applicable, the information required with respect to previous issuances of bonds, securities and lease-purchase agreements of the City pursuant to Section 35-501, Arizona Revised Statutes, and will file the information relating to the Obligations required to be submitted to the Arizona Department of Administration pursuant thereto within 60 days of the date of Closing; and

(s) Except as otherwise indicated in the Official Statement, the City has been and is in material compliance during the last five years with the terms of all continuing disclosure undertakings previously executed by the City pursuant to the Rule.

6. Closing.

(a) Before 10:00 a.m., Arizona time, on _____, 2026 (the "Closing Date"), or at such other time and date as shall have been mutually agreed upon by the City and the Underwriter, the City will, subject to the terms and conditions hereof, cause the Obligations to be delivered to the Underwriter duly executed, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Obligations as set forth in Section 1 of this Agreement by wire transfer payable in immediately available funds to the order of the City (the "Closing"). Payment for the Obligations as aforesaid shall be made at the offices of Special Counsel, or such other place as shall have been mutually agreed upon by the City and the Underwriter.

(b) Delivery of the Obligations shall be made through the facilities of The Depository Trust Company ("DTC"), or, in the case of a "Fast Automated Securities Transfer" with the Trustee or by such other means as shall have been mutually agreed upon by the City and the Underwriter. The Obligations shall be prepared in definitive fully registered form, bearing CUSIP numbers without coupons, with one Obligation for each maturity of the Obligations, registered in the name of Cede & Co., all as provided in the Indenture, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City and the Trustee of their obligations hereunder and thereunder, both as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Underwriter under this Agreement to purchase, to accept delivery of and to pay for the Obligations shall be conditioned upon the performance by the City and the Trustee of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the City and the Trustee of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the City contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) The City and the Trustee shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing Date;

(c) At the time of the Closing, (i) the City Documents, the hereinafter defined Trustee Documents (as defined herein) and the Obligations shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter and (ii) all actions of the City and the Trustee required to be taken by the City and the Trustee shall be performed and in full force and effect in order for Special Counsel and counsel to the Underwriter to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Resolution shall have been duly adopted and delivered by the City and the Trustee shall have duly executed and delivered the Obligations;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the reasonable judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Obligations on the terms and in the manner contemplated in the Official Statement;

(f) At the Closing Date, no "event of default" shall have occurred or be existing under the City Documents or the Trustee Documents nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an event of default under the City Documents or the Trustee Documents;

(g) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the Closing, the Underwriter shall have received an electronic copy of the transcript of all proceedings of the City relating to the authorization and delivery of the City Documents, executed and certified, as necessary, by appropriate officials of the City, and the Trustee relating to the authorization and delivery of the Trustee Documents, executed and certified, as necessary, by appropriate officials of the Trustee, including each of the following documents:

(1) the Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the City by the Mayor, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) the City Documents and the Trustee Documents;

(3) the approving opinion of Special Counsel, dated the Closing Date, with respect to the Obligations, in substantially the form attached to the Official Statement along with a reliance letter with respect thereto, dated the Closing Date and addressed to the Underwriter;

(4) a supplemental opinion of Special Counsel dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) the Resolution has been duly adopted and is in full force and effect;

(ii) it is not necessary, in connection with the offering and sale of the Obligations, to register the Obligations under the Securities Act of 1933, as amended (the "1933 Act") or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(iii) the information contained in the Official Statement on the cover page thereof, under the headings entitled "INTRODUCTORY STATEMENT," "THE OBLIGATIONS," "SECURITY AND SOURCES OF PAYMENT OF THE OBLIGATIONS," "PLAN OF REFUNDING," "TAX MATTERS," and "CONTINUING SECONDARY MARKET DISCLOSURE" (other than matters relating to the City's compliance with prior undertakings as to which no opinion shall be expressed) therein, and

in Appendices E, G and H thereto, insofar as such information summarizes certain provisions of the Obligations, the City Documents and certain provisions of State and federal law, including the federal and State income status of interest on the Obligations, fairly present the information purported to be shown; provided, however, that such information does not purport to summarize all the provisions of, and is qualified in its entirety by, the complete documents which are summarized and, based solely on such counsel's participation in the transaction as Special Counsel, nothing has come to their attention that would lead them to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of the date hereof and as of the Closing Date, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no view need be expressed as to the financial statements of the City, any other financial forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement regarding DTC, the Insurer or the Policy;

(iv) this Agreement has been duly authorized, executed and delivered by the City and (assuming due authorization and execution by the Underwriter) is a legal, valid and binding obligation of the City, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and judicial discretion;

(v) the Undertaking has been duly authorized, executed and delivered by the City and is a legal, valid and binding obligation of the City, enforceable in accordance with its terms; subject to customary exceptions for bankruptcy and judicial discretion; and

(vi) no consent of any other party and no consent, license, approval or authorization of, exemption by, or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Purchase Agreement, the Indenture, the Undertaking and this Agreement) is required in connection with the execution, delivery and performance by the City of the Purchase Agreement, the Indenture, the Undertaking and this Agreement;

(5) An opinion of the counsel to the City that, based on an investigation of the records of the Superior Court of Pinal County and the United States District Court, District of Arizona, Phoenix Division, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or, to his or her knowledge (upon due inquiry), overtly threatened (i) in any way affecting the powers of the City, the existence of the City or the title to office of any of the officials of the City, (ii) seeking to restrain or enjoin the sale, execution and delivery of the Obligations, the refunding of the Bonds Being Refunded or the collection of the Pledged Revenues, (iii) in any way contesting or affecting the validity or enforceability of the Obligations, the City Documents or any agreements entered into in connection therewith, (iv) contesting in any way the completeness or accuracy of the Official Statement, (v) which may materially adversely affect the City or its properties or (vi) questioning the applicable

tax-exempt status of the Obligations; nor, to the best knowledge of such counsel, is there any reasonable basis therefor;

(6) An opinion of counsel to the Underwriter, dated the Closing Date, addressed to the Underwriter to the effect that:

(i) the Obligations are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Obligations, to register the Obligations under the 1933 Act and the Indenture need not be qualified under the Trust Indenture Act;

(ii) the Undertaking meets the requirements of paragraph (b)(5)(i) of the Rule and

(iii) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriter and their participation at conferences at which the Preliminary Official Statement and the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of the date hereof and as of the date of Closing, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Preliminary Official Statement and the Official Statement and the information regarding DTC and its book-entry system and information regarding the Insurer and the Policy, in each case as to which no view need be expressed);

(7) A certificate, dated the Closing Date and signed by the Mayor, the City Clerk and the City Manager of the City, the effect that, to the best of their knowledge, information and belief of those executing the certificate:

(i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) except as otherwise described in the Official Statement, no litigation or proceeding against it is pending or, to their knowledge, overtly threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City, (c) contest the validity, due authorization and execution of the Obligations, the City Documents or the Trustee Documents, or the collection of the Pledged Revenues, or (d) which if resolved adversely to the City, would have a material adverse effect on (I) the functioning of the City, the operations of the City, its revenues or its properties, or payment by the City of the amounts due under the Purchase Agreement in the manner and time required thereby or

(II) the validity or enforceability of the Purchase Agreement or the financial condition of the City or its operations;

(iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied prior to the Closing Date;

(iv) the City has complied with all requirements and covenants under prior obligation documents for the issuance of the Obligations;

(v) the Resolution has been duly adopted by the City, is in full force and effect and has not been modified, amended or repealed;

(vi) the audited financial statements included in the Preliminary Official Statement and the Official Statement were true and correct as of June 30, 2025, and the other financial statements and other financial statistical data included in the Preliminary Official Statement and the Official Statement are true and correct as of the date of such certificate;

(vii) no event affecting the City has occurred since the date of the Preliminary Official Statement, as of its date and as of the date hereof, or the Official Statement, as of its date and as of the Closing Date, which should be disclosed therein for the purpose for which they are to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading, and the information contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement, as of its date and as of the Closing Date (excluding the information under the headings "TAX MATTERS," "RATINGS" and "UNDERWRITING" and in Appendix F) is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(8) A certificate, dated the Closing Date, of appropriate representatives of the City in form and substance satisfactory to Special Counsel (a) setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Obligations will be used in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code and (b) certifying that to the best of the knowledge and belief of the City there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(9) Any other certificates and opinions required by the Resolution or the Indenture for the execution and delivery thereunder of the Obligations;

(10) Evidence satisfactory to the Underwriter that the Obligations have been assigned an insured rating of "__" by S&P Global Ratings, a division of Standard &

Poor's Financial Services LLC ("S&P"), premised upon the delivery of the Policy by the Insurer, and that the Obligations have been assigned an underlying rating of "__" by S&P and that such ratings are in effect as of the Closing Date;

(11) A certificate or certificates, dated the Closing Date, of an authorized officer of the Trustee that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America with the power and authority to exercise corporate trust powers in the State and has full power and authority to execute and deliver and perform its obligations under the Obligations, the Purchase Agreement and the Indenture (such documents referred to in this clause hereinafter collectively referred to as the "Trustee Documents") and all other documents executed and delivered by the Trustee in connection with the issuance of the Obligations;

(ii) The Trustee has by proper corporate action duly authorized the execution and delivery of, and the due performance of its obligations under the Trustee Documents and the taking of any and all other actions as may be required on the part of the Trustee to carry out, give effect to and consummate the transaction contemplated by such Trustee Documents;

(iii) The Trustee Documents (when executed and delivered by the other parties thereto) will be, legal, valid and binding obligations of the Trustee, enforceable in accordance with their terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief;

(iv) The Obligations have been duly executed and delivered by an authorized officer of the Trustee;

(v) The Indenture has been duly executed and delivered by an authorized officer of the Trustee;

(vi) The resolutions of the Trustee authorizing the execution and delivery and/or performance of the Indenture by the Trustee have been duly adopted by the Trustee, are in full force and effect and have not been modified, amended or repealed;

(vii) No approval, permit, consent, authorization or order of any court or any governmental or public agency, authority or person not already obtained (other than any approvals that may be required under the "blue sky" laws of any jurisdiction) is required with respect to the Trustee in connection with the issuance and sale of the Obligations or the execution and delivery by the Trustee of, or the performance by the Trustee of its obligations under, the Trustee Documents;

(viii) The execution and delivery by the Trustee of the Trustee Documents and the compliance by the Trustee with the provisions thereof do not and will not materially conflict with or result in a material breach or violation of any of the terms

or provisions of, or constitute a default under any resolution, indenture, deed of trust, mortgage commitment, agreement or other instrument to which the Trustee is a party or by which the Trustee is bound, or any constitutional provision, existing law, administrative regulation, court order or consent decree to which the Trustee or its property is subject;

(ix) There is no litigation, action, suit or proceeding pending or threatened by or before any court, administrative agency, arbitrator or governmental body that challenges (A) the proper authorization, execution and delivery of the Trustee Documents, (B) the assignment of its rights under the Purchase Agreement, or (C) the ability of the Trustee to otherwise perform its obligations under the Trustee Documents and to carry out the transactions contemplated thereby and

(x) The representations and warranties of the Trustee set forth in the Trustee Documents are, and as of the Closing Date will be, true, accurate and complete as if made on the Closing Date;

(12) The filing copy of the Information Return Form 8038-G (IRS) for the Obligations;

(13) The filing copy of the information required to be submitted pursuant to Section 35-501(B), Arizona Revised Statutes;

(14) A copy of the municipal bond insurance policy (the "Policy") issued by _____ (the "Insurer") in form and substance satisfactory to the Underwriter;

(15) A certificate of Insurer with respect to the accuracy of statements contained in the Preliminary Official Statement and the Official Statement regarding the Policy and the Insurer and the due authorization, execution, issuance and delivery of the Policy; [and]

(16) [Verification Report?][; and]

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations and warranties of the City contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to the Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Obligations contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Obligations shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate

and the Underwriter, the City shall not be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 9(c) hereof shall continue in full force and effect.

8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Obligations if, between the date of this Agreement and time of the Closing, the market price or marketability of the Obligations shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary, or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon interest received upon Pledged Revenues or other income of the general character of the Obligations or, with respect to State taxation, of the interest on the Obligations as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the U.S. Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Obligations, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Obligations, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state "blue sky" or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Obligations as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the American Stock Exchange or other major exchange shall be in force, or the establishment of minimum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Obligations or as to obligations of the general character of the Obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income securities (or interest thereon), or the validity or enforceability of the Obligations;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the judgment of the Underwriter, requires or has required an amendment of or supplement to the Preliminary Official Statement or the Official Statement;

(k) there shall have occurred any withdrawal or downgrading, or any notice shall have been given of (A) any intended or potential withdrawal or downgrading or (B) any review or possible change that does not indicate a possible upgrade, in the rating accorded any of the obligations of the City (including the ratings to be accorded the Obligations) or the Insurer;

(l) the purchase of and payment for the Obligations by the Underwriter, or the resale of the Obligations by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(m) a material disruption in securities settlement, payment or clearance services affecting the Obligations shall have occurred;

(n) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; and

(o) additional events or announcements related to the COVID-19 virus and its impact result in cancelation of orders from investors or the inability of investors to proceed with the purchase of their Obligations in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Obligations.

9. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall pay, all expenses incident to the performance of the City's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Obligations, the Preliminary Official Statement and the Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Special Counsel, counsel to the Trustee and counsel to the Underwriter; (iii) the fees and disbursements of the Trustee pursuant to the Indenture, and any engineers, accountants, and other experts, consultants or advisers retained by the City, if any; and (iv) the fees for bond ratings and the Policy. The City shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Agreement and the execution and delivery of the Obligations, including miscellaneous closing costs.

(b) Except as provided for above, the Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Obligations; and (ii) all other expenses incurred by it in connection with its public offering and distribution of the Obligations.

(c) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the City shall be unable to perform its obligations under this Agreement, the City will reimburse the Underwriter for all "out-of-pocket expenses" (including the fees and disbursements of Counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

(d) The City acknowledges that it has had an opportunity to evaluate and consider the fees and expenses being incurred as part of the execution and delivery of the Obligations.

10. Notice Concerning Cancellation. To the extent applicable by provision of law, this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein.

11. Notices. Any notice or other communication to be given under this Agreement must be given by delivering the same in writing to:

To the City: City of Eloy, Arizona
c/o Mayor and City Council
595 North C Street
Eloy, Arizona 85353
Attention: Brian Wright, Finance Director

To the Underwriter: Raymond James & Associates, Inc.
8501 N. Scottsdale Road, Suite 250
Scottsdale, Arizona 85253
Attention: Nicholas Dodd, Managing Director

12. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof, this Agreement may not be assigned by the City. All of the representations, warranties and agreements of the City contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Obligations pursuant to this Agreement; and (iii) any termination of this Agreement.

13. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the City and shall be valid and enforceable at the time of such acceptance.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State.

15. Severability. If any provision of this Agreement shall be held or deemed to, or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

17. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

18. Counterparts; Electronic Signature. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. The electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means an electronically signed or manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an email or internet message.

[Signature page follows.]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By_____
Name: Nicholas Dodd
Title: Managing Director

Accepted and agreed at ....m.,
MST, this ..... of ....., 2026

CITY OF ELOY, ARIZONA

By: _____
Finance Director, City of Eloy, Arizona

ATTEST:

By: _____
City Clerk, City of Eloy, Arizona

SCHEDULE [I]

$_____
CITY OF ELOY, ARIZONA
WATER AND WASTEWATER SYSTEM REVENUE OBLIGATIONS, SERIES 2026
Evidencing Proportionate Interests of the Holders Thereof in
Installment Payments of the Purchase Price to be Paid by
CITY OF ELOY, ARIZONA,
Pursuant to a Series 2026 Purchase Agreement,
Dated as of June 1, 2026

NEW MONEY OBLIGATIONS PAYMENT PROVISIONS

DATED DATE: _____, 2026

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield
	$	%	%

*Yield calculated to July 1, ____, the first optional redemption date.

Optional Redemption. The New Money Obligations maturing on or prior to July 1, 20__, are not subject to optional redemption prior to maturity. The New Money Obligations maturing on and after July 1, 20__, are subject to redemption, at the option of the City, in whole or in part on any date on or after July 1, 20__, in increments of $5,000 of principal amount due on a specific

maturity date, in any order of maturity, all as directed by the City, and by lot within a maturity (as provided in the Indenture) by payment of the principal amount of each New Money Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. Principal represented by the New Money Obligations maturing on July 1, 20__ will be subject to mandatory redemption and will be redeemed on July 1 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price equal to the principal amount of the New Money Obligations then called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Maturing July 1, ____

Year	**Principal Amount**
	$

_____
*Maturity

Maturing July 1, ____

Year	**Principal Amount**
	$

_____
*Maturity

Maturing July 1, ____

Year	**Principal Amount**
	$

_____
*Maturity

$_____
CITY OF ELOY, ARIZONA
WATER AND WASTEWATER SYSTEM REVENUE REFUNDING OBLIGATIONS, SERIES 2026
Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid by CITY OF ELOY, ARIZONA, Pursuant to a Series 2026 Purchase Agreement, Dated as of June 1, 2026

REFUNDING OBLIGATIONS PAYMENT PROVISIONS

DATED DATE: _____, 2026

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield
	$	%	%

*Yield calculated to July 1, ____, the first optional redemption date.

Optional Redemption. The Refunding Obligations maturing on or prior to July 1, 20__, are not subject to optional redemption prior to maturity. The Refunding Obligations maturing on and after July 1, 20__, are subject to redemption, at the option of the City, in whole or in part on any date on or after July 1, 20__, in increments of $5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the City, and by lot within a maturity (as

provided in the Indenture) by payment of the principal amount of each Refunding Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. Principal represented by the Refunding Obligations maturing on July 1, 20__ will be subject to mandatory redemption and will be redeemed on July 1 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price equal to the principal amount of the Refunding Obligations then called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Maturing July 1, ____

Year	**Principal Amount**
	$

_____
*Maturity

Maturing July 1, ____

Year	**Principal Amount**
	$

_____
*Maturity

Maturing July 1, ____

Year	**Principal Amount**
	$

_____
*Maturity

SCHEDULE II

Maturities for Which the 10% Test Has Been Met

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%

Maturities for Which the 10% Test Has Not Been Met

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

Raymond James & Associates, Inc. ("Raymond James"), as Underwriter for the Water and Wastewater System Revenue Obligations, Series 2026 (the "New Money Obligations") and the Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "Refunding Obligations" and, together with the New Money Obligations, the "Obligations") executed and delivered on behalf of the City of Eloy, Arizona (the "City"), based on its knowledge regarding the sale of the Obligations, certifies as of this date as follows:

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this certificate, for each Maturity of the Obligations, the first price at which at least 10% of such Maturity of the Obligations was sold to the Public is the respective price listed on Schedule A (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is $[_____] (the "Issue Price").]

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "Sale Price" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, Raymond James offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.

(C) As set forth in the Obligation Purchase Agreement, dated [_____], 2026, between Piper and the City, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Raymond James has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is $[_____] (the "Issue Price").]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) Raymond James offered, on or before the Sale Date, each Maturity of the Obligations to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B. The aggregate of the Initial Offering Prices of each Maturity is $[_____] (the "Issue Price").

(B) As set forth in the Obligation Purchase Agreement, dated [Pricing Date], between Raymond James and the City, Raymond James has agreed in writing that, (i) for each Maturity of the Obligation, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Piper has not offered or sold any Maturity of the Obligation at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligation during the Holding Period.]

[(B),(E), or (C)] Definitions. [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."]

["Holding Period" means, for each Hold-the-Offering-Price Maturity of the Obligations, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([Pricing Date]), or (ii) the date on which Piper has sold at least 10% of such Maturity of the Obligations to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

"Maturity" means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is [Pricing Date].]

"Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly

or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

All capitalized terms not defined in this certificate have the meaning set forth in the Federal Tax Exemption Certificate of the City.

The signer is an officer of Raymond James and duly authorized to execute and deliver this certificate of Raymond James. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Exemption Certificate of the City and with respect to compliance with the federal income tax rules affecting the Obligations, and by Greenberg Traurig LLP, as special counsel, in connection with rendering its opinion that the interest on the Obligations is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Obligations.

Dated: [Closing Date]

RAYMOND JAMES & ASSOCIATES, INC.

By:_____

Title:_____

SCHEDULE A

[Actual Sales Information New Money Obligations as of Closing Date] [General Rule Maturities for the New Money Obligations]

Maturity (July 1)	Coupon	Date Sold	Par Amount	Sale Price

[Hold-the-Offering-Price Maturities for the New Money Obligations]

Maturity (July 1)	Coupon	Date Sold	Par Amount	Sale Price

[* Sale Price calculated to July 1, ____ the first optional redemption date.]

The aggregate issue price of all maturities of the New Money Obligations is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities for the New Money Obligations as of Closing Date**

Maturity (July 1)	Coupon	Par Amount	Offering Prices

**]

[Actual Sales Information Refunding Obligations as of Closing Date] [General Rule Maturities for the Refunding Obligations]

Maturity (July 1)	Coupon	Date Sold	Par Amount	Sale Price

[Hold-the-Offering-Price Maturities for the Refunding Obligations]

Maturity (July 1)	Coupon	Date Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Refunding Obligations is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities for the Refunding Obligations as of Closing Date**

Maturity (July 1)	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

$____,000*
WATER AND WASTEWATER SYSTEM REVENUE OBLIGATIONS, SERIES 2026

$____,000*
WATER AND WASTEWATER SYSTEM REVENUE REFUNDING OBLIGATIONS, SERIES 2026

Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid By the CITY OF ELOY, ARIZONA, Pursuant to a Series 2026 Purchase Agreement, Dated as of _____ 1, 2026

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "*Undertaking*") is executed and delivered by the City of Eloy, Arizona (the "*City*"), in connection with the sale and execution and delivery of $____,000* principal amount of Water and Wastewater System Revenue Obligations, Series 2026 (the "*New Money Obligations*"), and $___,000* principal amount of Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "*Refunding Obligations*" and, together with the New Money Obligations, the "*Obligations*"), Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price To Be Paid by the City of Eloy, Arizona, Pursuant to a Series 2026 Purchase Agreement, Dated as of _____ 1, 2026, executed and delivered pursuant to the Series 2026 Obligation Indenture, dated as of _____ 1, 2026 (the "*Indenture*"), by and between the City and UMB Bank, n.a., as trustee (the "*Trustee*"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Final Official Statement" means the Final Official Statement relating to the Obligations, dated _____ __, 2026.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"GAAP" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"Listed Event" means the occurrence of events set forth in *Exhibit II*.

"Listed Events Disclosure" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Obligations.

"Purchase Agreement" means the Series 2026 Purchase Agreement, dated as of April 1, 2026, by and between the City and the Trustee, in its separate capacity as "Seller."

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Obligations at the time the Obligations are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Obligations.

3. CUSIP Number.

The CUSIP Numbers of the New Money Obligations are as follows:

CUSIP No. (Base _____)	Maturity Date (July 1)

The CUSIP Numbers of the Refunding Obligations are as follows:

CUSIP No. (Base _____)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but in not more than ten (10) business days after the occurrence of the event, its Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Obligation may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Purchase Agreement or the Indenture, and the sole remedy available to such owners of the Obligations under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Obligations, as determined by parties unaffiliated with the City (such as the Trustee) or by approving vote of the owners of the Obligations pursuant to the Indenture at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying GAAP to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation; Termination of Undertaking. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance, and shall be payable solely from Pledged Revenues of the System (as such terms are defined in the Indenture and the Purchase Agreement). In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Indenture.

9. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

11. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Obligations, and shall create no rights in any other person or entity.

12. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. The City shall not transfer obligations under the Purchase Agreement unless the transferee agrees to assume all obligations of the City under this Undertaking or to execute an undertaking meeting the requirements of the Rule.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: [Closing Date]

CITY OF ELOY, ARIZONA

By.....
Finance Director

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in TABLES [TO COME] (in each case, actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by March 1 of each year, commencing March 1, 2027. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

PRELIMINARY OFFICIAL STATEMENT DATED MAY 18, 2026*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE — BOOK-ENTRY-ONLY **RATINGS: See "Ratings" herein.**

INSURANCE: See "OBLIGATION INSURANCE" and "RISK FACTORS RELATED TO OBLIGATION INSURANCE" herein

In the opinion of Special Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, the portion of each installment payment made by the City pursuant to the Purchase Agreement and denominated as and comprising interest pursuant to the Purchase Agreement and received by the owners of the Obligations (the "Interest Portion") is excludable from gross income for federal income tax purposes. Further, the Interest Portion is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion will not be excluded from the determination of adjusted financial statement income. Special Counsel is further of the opinion that the Interest Portion is exempt from income taxation under the laws of the State of Arizona so long as the Interest Portion is excludable from gross income for federal tax income purposes. See "TAX EXEMPTION" herein for a description of certain other federal tax consequences of ownership of the Obligations.

**$20,000,000*
WATER AND WASTEWATER SYSTEM REVENUE
OBLIGATIONS, SERIES 2026**

**$1,000,000*
WATER AND WASTEWATER SYSTEM REVENUE
REFUNDING OBLIGATIONS, SERIES 2026**

POS version # 6 (4/10/26)

**Evidencing Proportionate Interests of the Holders Thereof in
Installment Payments of the Purchase Price to be Paid by
CITY OF ELOY, ARIZONA,
Pursuant to a Series 2026 Purchase Agreement,
Dated as of June 1, 2026***

Dated: Date of Initial Delivery *Due:* July 1, as shown on inside front cover page

The Water and Wastewater System Revenue Obligations, Series 2026 (the "New Money Obligations") and the Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "Refunding Obligations" and, together with the New Money Obligations, the "Obligations"), are being executed and delivered pursuant to a Series 2026 Obligation Indenture, to be dated as of June 1, 2026*, between the City of Eloy, Arizona (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"). The Obligations will be initially issued in book-entry-only, registered form in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Beneficial interests in the Obligations will be offered for sale in the amount of $5,000 of principal due on a specific maturity date and integral multiples thereof. The New Money Obligations are being executed and delivered for the purpose of (i) financing the Series 2026 Projects (as defined herein), constituting improvements, additions, and extensions to the System (as defined herein) of the City, and (ii) paying the delivery costs of the New Money Obligations. The Refunding Obligations are being executed and delivered for the purpose of (i) refunding the Bonds Being Refunded (as defined herein) and (ii) paying the delivery costs of the Refunding Obligations. See "THE OBLIGATIONS – Authorization and Purpose," "PLAN OF REFUNDING" and "SOURCES AND USES OF FUNDS."

Interest on the Obligations will be payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2027*, until maturity or redemption prior to maturity, and principal of the Obligations will be payable in accordance with the maturity schedules set forth on the inside front cover pages hereof. So long as the Obligations are in book-entry-only form, principal of and interest on the Obligations will be paid by the Trustee to DTC for credit to the accounts of the DTC participants and, in turn, to the accounts of the owners of beneficial interests in the Obligations (the "Beneficial Owners"). See APPENDIX F – "Book-Entry-Only System."

See Inside Front Cover Pages for Maturity Schedules and Additional Information

Certain of the Obligations are subject to redemption prior to their stated maturity dates. See "THE OBLIGATIONS – Redemption Provisions," herein.*

The Obligations will evidence undivided proportionate interests of the Holders (as defined herein) thereof in the right to receive certain installments of the Purchase Price (as defined herein) pursuant to the Series 2026 Purchase Agreement, to be dated as of June 1, 2026* (the "Purchase Agreement"), between the City and the Trustee in its capacity as seller. Principal and interest with respect to the Purchase Agreement, together with principal and interest on Outstanding Parity Lien Obligations (as defined herein) and with principal and premium, if any, and interest on any Additional Obligations (as defined in APPENDIX E – "Obligations Documents Summaries") hereafter executed and delivered, will be payable solely from the Pledged Revenues (as defined herein) derived by the City from the operation of the City's water and wastewater systems (collectively, the "System"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE OBLIGATIONS" herein. *The Obligations will not be general obligations of the City and will not constitute an indebtedness of the City when computing its bonded indebtedness for purposes of debt limitations imposed by constitutional or statutory provisions, a charge against the general credit limitations imposed by constitutional or statutory provisions or against the general credit or taxing power of the City nor a liability of the City for payment of the Obligations other than from the sources described herein.*

The scheduled payment of principal of and interest on the Obligations when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Obligations by _____. See "OBLIGATION INSURANCE" and "RISK FACTORS RELATED TO OBLIGATION INSURANCE" herein.

[Insert Insurer Logo]

The Obligations are offered when, as and if executed and delivered by the Trustee and received by the Underwriter (as defined herein), subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Special Counsel, as to validity and tax exemption. Certain legal matters will be

* Preliminary, subject to change.

passed upon solely for the benefit of the Underwriter by Squire Patton Boggs (US) LLP, Phoenix, Arizona, counsel to the Underwriter. It is expected that the Obligations will be available for delivery through the facilities of DTC on or about June 18, 2026*.

This cover page contains certain information with respect to the Obligations for convenience of reference only. It is not a summary of all material information with respect to the Obligations. Investors are advised to read this entire Official Statement and all appendices to obtain information essential to the making of an informed investment decision with respect to the Obligations.

RAYMOND JAMES®

$20,000,000∗
WATER AND WASTEWATER SYSTEM REVENUE OBLIGATIONS
SERIES 2026

Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid by CITY OF ELOY, ARIZONA, Pursuant to a Series 2026 Purchase Agreement, Dated as of June 1, 2026*

MATURITY SCHEDULE

Maturity (July 1)	Principal Amount	Interest Rate	Yield	CUSIP® (a) (Base No. _____)
2027	$	%	%	
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2045				
2046				
2047				
2048				
2049				
2050				
2051				

$_____ Term Obligations at ____% due July 1, 20__, at a yield of ___% - CUSIP® (a) No. _____

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Special Counsel, Underwriter (each as defined herein), or their agents or counsel assume responsibility for the accuracy of such numbers.

∗ Preliminary, subject to change.

$1,000,000∗
WATER AND WASTEWATER SYSTEM REVENUE REFUNDING OBLIGATIONS
SERIES 2026

Evidencing Proportionate Interests of the Holders Thereof in
Installment Payments of the Purchase Price to be Paid by
CITY OF ELOY, ARIZONA,
Pursuant to a Series 2026 Purchase Agreement,
Dated as of June 1, 2026*

MATURITY SCHEDULE

Maturity (July 1)	Principal Amount	Interest Rate	Yield	CUSIP® (a) (Base No. _____)
2027	$	%	%	
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2045				

$_____ Term Obligations at ____% due July 1, 20__, at a yield of ___% - CUSIP® (a) No. _____

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∗ Preliminary, subject to change.

CITY OF ELOY

Incorporated in 1949

CITY COUNCIL

Andrew Sutton, *Mayor*
Michelle McKinley-Tarango, *Vice Mayor*
Sarah Curtis, *Member*
Jose Garcia, *Member*
Josephine Galindo, *Member*
Daniel Snyder, *Member*
Michael Vodrazka, *Member*

CITY ADMINISTRATIVE STAFF

Mackenzie Letcher
Interim City Manager

Brian M. Wright
Finance Director

SPECIAL COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

UNDERWRITER

Raymond James & Associates, Inc.
Scottsdale, Arizona

TRUSTEE

UMB Bank, N.A.
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the Obligations identified on the cover page hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Obligations by any person in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale.

The information set forth herein has been provided by the City, the Pinal County Assessor's, Finance and Treasurer's offices, the State of Arizona Department of Revenue, and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City, or Raymond James & Associates, Inc. (the "Underwriter"). The presentation of information, including tables of utility revenues and expenses, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer, or salesman, has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. All beliefs, assumptions, estimates, projections, forecasts and matters of opinion contained herein are forward looking statements which must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Obligations will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, pertaining to the issuance and sale of municipal securities, nor will the Obligations be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such act. Neither the Securities and Exchange Commission (the "Commission") nor any other federal, state, or other governmental entity or agency will have passed upon the accuracy or adequacy of the Official Statement or approved these series of securities for sale.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The City, the Underwriter, counsel to the Underwriter and Special Counsel (as defined herein) are not actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System, the Arizona Public Safety Personnel Retirement System, or the Elected Officials Retirement Plan.

The City will covenant to provide continuing disclosure as described in this Official Statement under "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX H – "Form of Continuing Disclosure Undertaking" pursuant to Rule 15c2-12 promulgated by the Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Commission.

The Underwriter may offer and sell the Obligations to certain Dealers, Institutional Investors and others at prices lower then the public offering price or yields stated on the inside front cover pages hereof and such public offering may be changed from time to time by the Underwriter.

_____ makes no representation regarding the OBLIGATIONS or the advisability of investing in the Obligations. In addition, _____ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding_____, supplied by _____and presented under the heading "Obligation Insurance" and "APPENDIX I - Specimen Municipal Bond Insurance Policy".

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APPENDIX I: Specimen Municipal Bond Insurance Policy

$20,000,000∗
WATER AND WASTEWATER SYSTEM
REVENUE OBLIGATIONS, SERIES 2026

$1,000,000∗
WATER AND WASTEWATER SYSTEM
REVENUE REFUNDING OBLIGATIONS,
SERIES 2026

Evidencing Proportionate Interests of the Holders Thereof in
Installment Payments of the Purchase Price to be Paid by
CITY OF ELOY, ARIZONA,
Pursuant to a Series 2026 Purchase Agreement,
Dated as of June 1, 2026*

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover pages and appendices hereto, has been prepared by the City of Eloy, Arizona (the "City"), in connection with the original execution and delivery of $20,000,000* Water and Wastewater System Revenue Obligations, Series 2026 (the "New Money Obligations") and the execution and delivery of $1,000,000 Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "Refunding Obligations" and, together with the New Money Obligations, the "Obligations"), evidencing proportionate interests of the registered owners of each Obligation (the "Holders"), in certain installment payments (the "Purchase Payments" and collectively, the "Purchase Price") to be paid by the City pursuant to a Series 2026 Purchase Agreement, to be dated as of June 1, 2026* (the "Purchase Agreement"), between UMB Bank, N.A. (the "Trustee"), in its capacity as seller, and the City. The Obligations will be executed and delivered pursuant to a Series 2026 Obligation Indenture, to be dated as of June1, 2026* (the "Indenture"), between the City and the Trustee in its capacity as trustee thereunder. Certain information concerning the authorization, purpose, terms, conditions of sale, security for and sources of payment of the Obligations is set forth in this Official Statement.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from System (as defined herein) revenues and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position, results of operations, or other affairs of the City. No representation is made that past experience, as shown by such financial or other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes or uncodified, or the Arizona Constitution are references to those provisions in their current form. Those provisions may be amended, repealed, or supplemented.

Certain words and terms used herein and not otherwise defined herein shall have the meanings ascribed to such words and terms in APPENDIX E – "Obligations Documents Summaries."

As used in this Official Statement, "debt service" means principal of and interest on the obligations, "County" means Pinal County, Arizona, and "State" or "Arizona" means the State of Arizona.

THE OBLIGATIONS

Authorization and Purpose

The Trustee will be authorized to execute and deliver the Obligations pursuant to the provisions of the Indenture, the Purchase Agreement, and a resolution adopted by the City Council of the City on April 27, 2026* (the "Resolution").

∗ Preliminary, subject to change.

The New Money Obligations are being executed and delivered for the purpose of (i) financing the costs of improvements, additions, and extensions (collectively, the "Series 2026 Projects"), and (ii) paying the System (as defined herein) delivery costs of the New Money Obligations. The Refunding Obligations are being executed and delivered for the purpose of (i) refunding the Bonds Being Refunded (as defined herein), and (ii) paying the delivery costs of the Refunding Obligations. See "SOURCES AND USES OF FUNDS" herein.

Set forth in the table below is a listing of the Series 2026 Projects expected to be funded with proceeds of the New Money Obligations and estimates of their respective costs.

Projects to be Funded	Estimated Cost*
Water System Improvements	$ 9,400,000
Wastewater System Improvements	10,600,000
Total	$ 20,000,000

General Provisions

The Obligations will be dated the date of initial delivery thereof and will bear interest from such date payable initially on January 1, 2027* and semiannually thereafter on July 1 and January 1 of each year (each an "Interest Payment Date") until maturity or prior redemption. The Obligations will mature on the dates and in the principal amounts and will bear interest at the rates set forth on the inside front cover pages of this Official Statement.

Initially, the Obligations will be administered under a book-entry-only system (the "Book-Entry-Only System") by The Depository Trust Company ("DTC"), a registered securities depository. Unless and until the Book-Entry-Only System is discontinued, the Obligations will be registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in the Obligations will be offered for sale in the amount of $5,000 of principal due on a specific maturity date and integral multiples thereof, and payments of principal of, and interest on the Obligations will be paid by the Trustee to DTC and, in turn, through participants in the DTC system. See APPENDIX F – "Book-Entry-Only System."

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE OBLIGATIONS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS OF THE OBLIGATIONS, EXCEPT THOSE UNDER THE HEADINGS AND "TAX EXEMPTION" WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE OBLIGATIONS.

If the Book-Entry-Only System is discontinued, interest on the Obligations will be payable by check drawn on the Trustee and mailed on or prior to each Interest Payment Date to the registered owners of the Obligations at the addresses shown on the registration books of the Trustee (the "Obligation Register") on the fifteenth (15th) day of the month preceding each such Interest Payment Date (the "Record Date"). Principal of the Obligations will then be payable at maturity or upon redemption prior to maturity upon presentation and surrender of the Obligations to the designated corporate trust office of the Trustee. Additionally, if the Book-Entry-Only System is discontinued, payment of interest may also be made by wire transfer upon twenty (20) days' prior written request delivered to the Trustee specifying a wire transfer address in the continental United States by any owner of at least $1,000,000 aggregate principal amount of the Obligations. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Redemption Provisions

Optional Redemption

The Obligations maturing on or prior to July 1, 20__, will not be subject to call for redemption prior to maturity. The Obligations maturing on and after July 1, 20__, will be subject to call for redemption prior to maturity, at the option of the City, in whole or in part, on any date on or after July 1, 20__, in increments of $5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the City, and by lot within a maturity by payment of the redemption price equal to the principal amount of the Obligations called for redemption plus accrued interest,

* Preliminary, subject to change.

if any, on the Obligations so redeemed from the most recent Interest Payment Date to the date of redemption, but without premium.

Mandatory Sinking Fund Redemption

The Obligations maturing on July 1, 20__ will be redeemed from funds of the City prior to maturity on the following redemption dates and in the following amounts, by the payment of the redemption price equal to the principal amount of the Obligations called for redemption plus accrued interest, if any, on the Obligations so redeemed from the most recent Interest Payment Date to the date of redemption, but without premium:

Obligations Maturing in 20__	
Redemption Date (July 1)	Principal Amount
20__	$
20__	
20__	
20__ (maturity)	

Whenever Obligations subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or are delivered to the Trustee for cancellation, the principal amount of the Obligations so retired shall satisfy and be credited against the mandatory redemption requirements for such Obligations for such years as the City may direct.

Notice of Redemption

So long as the Obligations are held under the Book-Entry-Only System, notices of redemption will be sent to DTC, in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Obligation will be mailed to the registered owner of the Obligation or Obligations being redeemed at the address shown on the Obligation Register not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Obligation for which notice was properly given. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not on deposit with the Trustee to effect such redemption, such redemption shall be conditional on such moneys being so held on or prior to the date set for redemption and if not so held by such date the redemption shall be cancelled and be of no force and effect. The notice of redemption shall describe the conditional nature of the redemption.

Effect of Call for Redemption

Notice of redemption having been given in the manner described above, the Obligations or portions thereof called for redemption will become due and payable on the redemption date and if an amount of money sufficient to redeem all the Obligations or portions thereof called for redemption is held in separate accounts by the Trustee, then the Obligations or portions thereof called for redemption will cease to bear interest from and after such redemption date.

Redemption of Less Than All of an Obligation

The City may redeem an amount which is included in an Obligation in the denomination in excess of, but divisible by, $5,000. Upon surrender of any Obligation redeemed in part only, the Trustee shall execute and deliver to the registered owner thereof a new Obligation equal in principal amount to the unredeemed portion of the Obligation surrendered and of the same maturity.

SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS

Security for the Obligations

For the amounts payable pursuant to the Purchase Agreement (including the Purchase Price), the Trustee, in its capacity as seller, will sell and convey to the City, and the City will purchase from the Trustee the Series 2026 Projects financed with the proceeds of the New Money Obligations, together with the portion of the System financed with the proceeds of the Bonds Being Refunded that remains unacquired and will be acquired pursuant to the Purchase Agreement (the "Existing Project" and, together with the Series 2026 Projects, the "Series 2026 Property") with the proceeds of the Refunding Obligations.

The Obligations represent undivided proportionate interests of the Holders thereof in the right to receive the Purchase Payments of the Purchase Price to be paid by the City pursuant to the Purchase Agreement, which includes amounts sufficient to pay when due the principal of and interest on the Obligations. During the term of the Purchase Agreement, the Purchase Payments will be required to be made regardless of damage to the Series 2026 Property or commercial frustration of purpose, without right of set-off or counterclaim, regardless of any contingencies and whether or not the City possesses or uses its water and wastewater systems (collectively, the "System"). The obligations of the City to make the Purchase Payments will continue until all of the Purchase Payments and all other amounts due under the Purchase Agreement have been paid. No security interest will be held by the Trustee for the benefit of the Holders of the Obligations in any portion of the Series 2026 Property or the System. Remedies available upon a failure of the City to make the Purchase Payments when due will be limited and will not include acceleration of the Purchase Payments or recourse to the Series 2026 Property or any portion of the System. For a description of events of default and remedies under the Purchase Agreement, see APPENDIX E – "Obligations Documents Summaries – The Purchase Agreement – Purchase Events of Default" and "– Remedies on Default by City." For information concerning the System, see APPENDIX C – "City of Eloy, Arizona – Utility Systems Information."

Source of Purchase Payments

The obligation of the City to make the Purchase Payments under the Purchase Agreement will be payable from and secured by a lien on, pledge of, and security interest in the Pledged Revenues. "Pledged Revenues" are Revenues of the System remaining after deducting Operating Expenses subject to certain additions or subtractions under certain circumstances as provided in the Purchase Agreement. "Revenues," when used with regard to the Obligations, Parity Lien Obligations (as defined herein) and Additional Obligations, are all income, moneys and receipts derived by the City from the ownership, use and operation of the System including, without limitation, interest received on, and profits realized from the sale of, investments made with moneys of the System, but excluding (i) any amounts received that the City is contractually required to pay out as reimbursement for acquisition, construction or installation of the System, (ii) the proceeds of the Obligations, Parity Lien Obligations, or any Additional Obligations or the interest received on any proceeds of Parity Lien Obligations or Additional Obligations placed irrevocably in trust to pay, or provide for the payment of, any Obligations, Parity Lien Obligations, or Additional Obligations, or (iii) any non-cash capital contributions received by the City for the use and operation of the System. "Operating Expenses," when used with regard to the Obligations, Parity Lien Obligations, and Additional Obligations, are the reasonable and necessary costs of operation, maintenance and repair of the System, including salaries, wages, benefits, cost of materials, supplies, contractual obligations, utilities, lease payments, commodities, insurance, and accumulations to cover periodic payment of Operating Expenses and other expenditures purchased by the City at large, such as insurance, gasoline and electrical energy, allocated to the System in the reasonable discretion of the City, but excluding (i) non-cash transactions, including depreciation or loss on disposal or transfer of assets, (ii) principal and interest requirements on the Obligations, Outstanding Parity Lien Obligations, and Additional Obligations, (iii) payments required to be made by the City for deposit into a debt service reserve account with respect to the Obligations, Parity Lien Obligations, or Additional Obligations, and (iv) any payments required to be made to satisfy the rebate requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the Obligations, Outstanding Parity Lien Obligations, or any Additional Obligations.

Such lien on, pledge of and security interest in the Pledged Revenues is on a parity with the $4,544,127 principal amount of Outstanding Parity Lien Obligations, after taking into account the refunding of certain outstanding debt of the City, and will be on parity with any Additional Obligations subsequently issued or incurred under separate documentation in accordance with the Purchase Agreement.

The pledge of, lien on and security interest in the Pledged Revenues will be irrevocably made in the Purchase Agreement and created for the prompt and punctual payment of the principal of and interest on the Obligations, the Outstanding Parity Lien Obligations, and the Additional Obligations, according to their terms and to make other payments specified. None of the Obligations, the Outstanding Parity Lien Obligations, or any of the Additional Obligations will be entitled to priority or distinction over any of the others in the application of the Pledged Revenues, regardless of the issuance or incurrence of the Obligations, the Outstanding Parity Lien Obligations, or any of the Additional Obligations in series or delivery of the Obligations, the Outstanding Parity Lien Obligations, or any of the Additional Obligations prior to the delivery of the Obligations, the Outstanding Parity Lien Obligations, or any of the Additional Obligations of that series or regardless of the time or times the Obligations, the Outstanding Parity Lien Obligations, or the Additional Obligations mature or are called for redemption prior to maturity or otherwise. The Obligations, the Outstanding Parity Lien Obligations, and the Additional Obligations will be co-equal as to the pledge of and lien on the Pledged Revenues for the payment thereof and will share ratably, without preference, priority, or distinction, as to the source or method of payment or security therefor. See APPENDIX E – "Obligations Documents Summaries."

Neither the Obligations nor the obligations of the City pursuant to the Purchase Agreement constitute a debt or a pledge of the full faith and credit of the City, the State, or any political subdivision thereof for constitutional, or statutory purposes. The Obligations do not obligate the City to levy or pledge any form of ad valorem or other taxes. The Obligations are a limited, special obligation of the City secured solely by the Pledged Revenues and otherwise as provided in the Resolution and the Purchase Agreement.

Obligation Rate Covenant

The City has covenanted and agreed in the Purchase Agreement to establish and maintain rates, fees and charges for all services supplied by the System to provide Pledged Revenues fully sufficient, after making reasonable allowance for contingencies and errors in estimates to produce (a) Pledged Revenues in each Fiscal Year equal to at least one hundred twenty percent (120%) of the Principal Requirement and the Interest Requirement on all Obligations, Outstanding Parity Lien Obligations, and Additional Obligations then Outstanding for the corresponding Bond Year (treating any Variable Interest Rate Obligations as bearing interest at the Assumed Interest Rate and treating any Obligations, Outstanding Parity Lien Obligations, and Additional Obligations then Outstanding subject to mandatory redemption as maturing on their respective mandatory redemption dates) and (b) Pledged Revenues for the then-current Fiscal Year that, net of the aggregate amounts required to be deposited to the Obligation Fund during such Fiscal Year, will be sufficient to provide at least one hundred percent (100%) of the amounts with regard to any Credit Facility due and owing in such Fiscal Year.

Debt Service Reserve Account [To be updated /revised by Bond Counsel]

The Indenture establishes the Debt Service Reserve Account within the Obligation Fund for the benefit of the Obligations, but not the Outstanding Parity Lien Obligations, or Additional Obligations that may be subsequently issued. The City will purchase a municipal bond debt service reserve insurance policy (the "Reserve Policy") from _____ ("____") to meet the reserve requirement. The Indenture will permit the City to substitute a Qualified Reserve Fund Instrument for cash on deposit in the Debt Service Reserve Account at any time and vice versa. The Indenture provides that under certain circumstances, the amounts in the Debt Service Reserve Account may be released and used by the City for any lawful purpose. See APPENDIX E – "Obligations Documents Summaries – the Indenture – Debt Service Reserve Account."

Repair and Replacement Fund

In accordance with the Purchase Agreement, the City will establish the Repair and Replacement Fund, which is held by the City. Amounts in the Repair and Replacement Fund will be used (without priority) for: (i) making extraordinary repairs or replacements to the System which are necessary to keep the System in operating condition and for the making of which provision has not been made in the annual budget and money is not available as an Operating Expense, (ii) making debt service payments on the Obligations, Outstanding Parity Lien Obligations, or Additional Obligations in the event of a deficiency, (iii) the payment of any sums due and owing to the Holders of the Obligations, Outstanding Parity Lien Obligations, and Additional Obligations being refunded which sums cannot for any reason be paid from the income and proceeds of any Defeasance Obligations held by a Depository Trustee, (iv) the acquisition

of water and wastewater properties or facilities deemed necessary by the City to the efficient and economical operation of the System or to extend or improve the System, and (v) otherwise acquiring, constructing and improving the System. The amount required to fund the Repair and Replacement Fund is equal to two percent (2.0%) of the value of the net tangible assets of the System at the end of the preceding Fiscal Year, as shown in the most recent audited financial statements of the City (the "Repair and Replacement Fund Funding Requirement"). See APPENDIX E – "Obligations Documents Summaries – The Purchase Agreement – Utilities; Operation and Maintenance of the System in Good Condition; Repair and Replacement Fund."

Outstanding Parity Obligations

Pursuant to certain loan agreements between the Water Infrastructure Finance Authority of Arizona ("WIFA"), as lender, and the City, as borrower, the City currently owes $4,544,127 aggregate principal amount to WIFA (collectively, the "Outstanding Parity Lien Obligations"), which are payable from and secured by a lien on, pledge of and security interest in, the Pledged Revenues on a parity with the Purchase Payments under the Purchase Agreement and payments required for the payment of principal of and premium, if any, and interest on any Additional Obligations. The Purchase Agreement permits the execution and delivery or incurrence of "Additional Obligations" of the City payable from Pledged Revenues on a parity therewith upon meeting certain conditions as described under the following subheading. See APPENDIX B – "STATEMENTS OF DEBT OUTSTANDING – Water and Wastewater System Revenue Obligations Outstanding and to be Outstanding."

Additional Obligations

Pursuant to the provisions of the Purchase Agreement, the City may, in the future, incur Additional Obligations if there is not any Indenture Event of Default or Purchase Event of Default upon the incurrence thereof and the Pledged Revenues for the completed Fiscal Year immediately preceding the incurrence of such Additional Obligations have been (a) at least equal to one hundred twenty percent (120%) of the Parity Lien Test Debt Service including such Additional Obligations to be issued and (b) sufficient to provide an amount of the Pledged Revenues for the then-current Fiscal Year that, net of the aggregate amounts required to be deposited to the debt service funds established for the Additional Obligations and to the Obligation Fund during such Fiscal Year, will be sufficient to provide at least one hundred percent (100%) of the amounts with regard to any Credit Facility due and owing in such Fiscal Year. "Parity Lien Test Debt Service" is the highest aggregate Principal Requirement and Interest Requirement of all Obligations, Outstanding Parity Lien Obligations, and Additional Obligations then Outstanding, including the Additional Obligations to be issued, to fall due and payable in the current or any future Bond Year.

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WATER AND WASTEWATER SYSTEM FUNDS HISTORICAL AND PROJECTED COMBINED SCHEDULES OF REVENUES, EXPENSES AND DEBT SERVICE COVERAGE

The following table labeled "Actual" sets forth the historical combined schedules of the annual revenues, expenditures and Pledged Revenues for the most recent audited five Fiscal Years ending June 30 for which such information is available – followed by a statement of debt service coverage provided by such Pledged Revenues for each Fiscal Year.

The table after that labeled "Projected" sets forth the projected combined schedules of the annual revenues, expenditures and Pledged Revenues for the current Fiscal Year and the next four Fiscal Years ending June 30 – followed by a projected statement of debt service coverage provided by such Pledged Revenues for each Fiscal Year.

	Actual				
	2020/21	***2021/22***	***2022/23***	***2023/24***	***2024/25***
System Revenues (a)	$4,690,609	$4,754,159	$4,833,311	$6,795,149	$5,345,735
System Interest Earnings	2,316	1,632	27,178	165,887	250,359
Total System Revenues	$4,692,925	$4,755,791	$4,860,489	$6,961,036	$5,596,094
System Operating Expenses (b)	$2,653,930	$2,972,587	$3,164,918	$3,459,862	$3,421,558
Pledged RevenuesAvailable for Debt Service	$2,038,995	$1,783,204	$1,695,571	$3,501,174	$2,174,536
Combined System Revenue Debt Service					
Outstanding Parity Lien Obligation Requirements	$1,004,959	$1,002,640	$1,000,275	$1,108,852	$1,120,326
Obligation Requirements	-	-	-	-	-
Total Obligation Debt Service Requirements	$1,004,959	$1,002,640	$1,000,275	$1,108,852	$1,120,326
Obligation Debt Service Coverage	2.03	1.78	1.70	3.16	1.94

	Projected (b) (c) (d)				
	2025/26	***2026/27***	***2027/28***	***2028/29***	***2029/30***
System Revenues (a)	$5,808,263	$6,313,865	$6,806,154	$7,157,366	$7,400,977
System Interest Earnings	100,000	100,000	100,000	100,000	100,000
Total System Revenues	$5,908,263	$6,413,865	$6,906,154	$7,257,366	$7,500,977
System Operating Expenses (b)	$3,551,942	$3,687,294	$3,827,805	$3,973,670	$4,125,093
Pledged RevenuesAvailable for Debt Service	$2,356,321	$2,726,571	$3,078,349	$3,283,696	$3,375,884
Combined System Revenue Debt Service					
Outstanding Parity Lien Obligation Requirements	$433,938	$433,938	$433,938	$433,938	$433,938
Obligation Requirements	213,328	1,428,750	1,421,000	1,417,500	1,428,000
Total Obligation Debt Service Requirements	$647,266	$1,862,688	$1,854,938	$1,851,438	$1,861,938
Obligation Debt Service Coverage	3.64	1.46	1.66	1.77	1.81

(a) System Revenues include all income, moneys and receipts derived by the City from the ownership, use and operation of the System. Such Revenues include operating revenues, permits and fees, capacity fees other miscellaneous revenues and include revenues received by the City related to the sale of Central Arizona Project (CAP) water to another municipality; such CAP revenues have averaged $550,000 during the most recent five fiscal years. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS – Source of Purchase Payments."

(b) System Operating Expenses are the reasonable and necessary costs of System operation, maintenance and repair, but exclude depreciation and debt service expenses. System Revenues and Operating Expenses indicated in the above schedule are set forth on a modified accrual basis, recognizing revenues when they become measurable and available and expenses when incurred. Projected Operating Expenses shown for fiscal years 2026 through 2030 are assumed to grow annually by 3.81%.

(c) Projections included in the table above assume revenues generated by the water system increase as a result of the following rate increases: 13.9% in 2026, 14% in 2027, 12% in 2028, 9.9% in 2029 and 6% in 2030. All future rate increases assumed have previously been approved by the City Council.

(d) Projections included in the table above assume revenues generated by the wastewater system increase as a result of the following rate increases: 11% in 2026 through 2028 and 3% in 2029 and 2030. All future rate increases assumed have previously been approved by the City Council.

OBLIGATION INSURANCE

Obligation Insurance Policy

Concurrently with the issuance of the Obligations, _____ ("__" or the Insurer") will issue its Municipal Bond Insurance Policy for the Obligations (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Obligations when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

[To Come from Bond Insurer]

RISK FACTORS RELATED TO OBLIGATION INSURANCE

In the event of default of the payment of principal or interest with respect to any of the Insured Obligations when all or some become due, any Owner of the Insured Obligations on which such principal or interest was not paid will have a claim under the Policy for such payments.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, any Insured Obligations will be payable solely from the Pledged Revenues as described under "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS." In the event the Insurer becomes obligated to make payments with respect to any Insured Obligations, no assurance is given that such event will not adversely affect the market price of the Obligations or the marketability (liquidity) of the Insured Obligations. See "RATINGS" herein.

The long-term ratings on any Insured Obligations would be dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the rating or ratings on any Insured Obligations insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price or the marketability (liquidity) of such Insured Obligations. Any Insured Obligations would be general obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

None of the City, Special Counsel (as defined herein), Underwriter (as defined herein) or their agents or counsel, will make any independent investigation of the claims paying ability of the Insurer, and no assurance or representation regarding the financial strength or projected financial strength of the Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay principal and interest with respect to the Insured Obligations and the claims paying ability of the Insurer, particularly over the life of the investment.

RELATIONSHIPS AMONG PARTIES

Special Counsel has previously represented, and is currently representing, the Underwriter with respect to other financings and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and may do so in the future. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

RISK FACTORS

The purchase of the Obligations involves certain investment risks that are discussed throughout this Official Statement. Accordingly, each prospective purchaser of the Obligations should make an independent evaluation of all the information presented herein. The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Obligations.

Limited Obligations. The Obligations are limited special obligations of the City payable as to both principal and interest solely from the revenues derived by the City from the Pledged Revenues of the System and not secured by the System. The Obligations do not constitute an indebtedness or pledge of the general credit of the City within the meaning of any constitutional, or statutory provisions relating to the incurring of indebtedness, and the owners of the Obligations shall never have the right to compel any exercise of the taxing power of the City or to demand a payment of the Obligations or interest thereon out of any funds other than from the Pledged Revenues.

Additional Obligations of the City. The City has the capacity to enter into other obligations which are payable from certain Revenues of the System and which are on a parity with the Obligations. To the extent that Additional Obligations are issued or incurred by the City, the funds available to make the debt service payments on the Obligations may be decreased.

Economic Downturns; Adverse Effects on System Revenues. A number of factors, many of which may be beyond the control of the City, could have an adverse impact on the level of Pledged Revenues of the System, including adverse changes in the global and national economies, the Arizona economy, and interest rate levels.

Cybersecurity; Other Safety and Security Risks. Cybersecurity breaches could damage the City's information and security systems and cause material disruption to its operations. The occurrence of military conflicts and terrorist activities, including cyber terrorism, could also adversely impact the operations of the System or the finances of the City. In particular, the continuing Russia/Ukraine war has resulted in several warnings and advisories from the U.S. Department of Homeland Security related to an elevated risk of cyberattacks against municipalities and critical infrastructure. The City maintains active security (including information security) and emergency preparedness programs and has a number of security measures and safeguards in place. However, there can be no assurance that any existing or additional safety and security measures will prove adequate in the event that military conflicts or terrorist activities, including cyber terrorism, or acts of malfeasance are directed against the assets of the System or the information technology systems of the City. The costs of security measures or of remedying damage from security breaches could be greater than presently anticipated.

Costs of System Operation and Availability of Materials and Commodities. The production of Pledged Revenues from the System could be materially adversely affected by the costs of operating, maintaining and repairing the System, including the costs of regulatory compliance, and the availability, price of, and demand for commodities. Pledged Revenues could also be materially adversely affected by other factors beyond the control of the City, such as strikes, energy shortages, material shortages, tariffs, inflation, pandemics, drought and other adverse weather conditions, changes in federal, state or local law (including, but not limited to the Occupational Safety and Health Act, The Commercial Motor Vehicle Safety Act, the Clean Air Act, the Safe Drinking Water Act, the Clean Water Act, and the Arizona Groundwater Code, changes in international laws and other contingencies.

Tariffs; Inflation; Labor. On April 2, 2025, President Trump announced new tariffs on several nations. On April 9, 2025, President Trump announced a 90-day pause on such tariffs, with the exception of tariffs on China. In August 2025, following the conclusion of the 90-day pause, tariffs were imposed by the United States on various countries. The tariff rates are subject to change and certain tariffs have been subject to additional pauses. As of the date of this

Official Statement, the City is unable to predict the impacts of these tariffs, if any, on the System, whether in the context of operating expenses or availability of materials for capital improvement projects. The risk of higher costs for the System due to tariffs does exist. This risk would be driven by increases in the cost of materials (meters, transformers, etc.) or possibly an increase in the cost of solar power driven by tariffs on solar panels.

The City is unable to predict if supply chain issues or inflationary cost pressures could potentially impact the operations and maintenance of the System. The City competes with surrounding cities for a limited supply of skilled labor, which impacts the City's ability to recruit and retain staff that work on the System.

Factors Affecting the Utility Industry. The utility industry has been, and in the future may be, affected by a number of factors which could impact water and wastewater utilities. Such factors include, among others: (i) effects of compliance with rapidly changing environmental, health, safety, licensing, regulatory and legislative standards and requirements, (ii) changes resulting from conservation and demand-side management programs on the timing and use of commodities, (iii) other changes in actual demand from projected future requirements, (iv) expansion of competition in the utility industry, (v) natural disasters such as drought, fires and flooding and (vi) issues relating to issuance of tax-exempt obligations and restrictions thereon. The City cannot predict what effects these factors will have on the business, operations, and financial condition of the System, but they could be significant.

Water Supply and Drought Conditions. Water for the City's System is provided from the Colorado River via the Central Arizona Project ("CAP") canal, and groundwater wells. In addition, the City has rights to stored groundwater in an amount equal to approximately 3 times its annual demand to mitigate future drought. The City is currently designated with a 100-Year Assured Water Supply by the Arizona Department of Water Resources. The City has adequate supplies for growth and has engaged in planning and resource management to provide for current and future availability of water supplies during normal and drought conditions. However, the ability of the City's System to operate effectively may still be affected, and potentially may be significantly affected, by the water supply available to the City, which is situated in a desert environment. In particular, recent conditions on the Colorado River system may be indicative of future challenges, though most of the City's CAP water supplies have a relatively high priority in right as compared to other recipients of CAP water. The City is exploring various options based on this recent information regarding Colorado Supplies, including taking steps under its Water Shortage Management Plan as set forth in the City Code. The initial step, declaring a "Stage One Shortage," primarily involving public relations campaigning regarding voluntary conservation as well as increased water reduction measures at City facilities was recently taken by the City. If the water supply decreases significantly however, whether by physical limitation or regulatory restrictions, prohibitive water costs or otherwise, System water sales may be diminished and Pledged Revenues available to pay the debt service may be adversely affected.

Notwithstanding the foregoing, while the multiple sources of supply available to the City along with the various plants, wells, reservoirs and other facilities may help to mitigate risk, future water availability, drought, flooding, environmental conditions and other climate related conditions in Arizona and the other Colorado River Basin states are unpredictable and subject to change. For example, since January 2022, Arizona has operated under a drought contingency plan and has received a reduction to its deliveries of Colorado River water as described above. Additional reductions may result from the 2026 re-consultation on the Colorado River by the Bureau of Reclamation and Colorado River Basin States. The impacts associated with climate and natural disasters and other "force majeure" events on the City cannot be predicted, but could be significant.

Environmental Issues Associated with PFAS. On _____, the City received a Request for Information ("Request") from the Environmental Protection Agency ("EPA") issued under Section 104(e) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"). The Request seeks information regarding City's receipt and treatment of wastewater containing per- and poly-fluoroalkyl substances ("PFAS") at one of City's wastewater reclamation facilities in connection with the South Indian Bend Wash National Priorities List site. PFAS are a category of synthetic, hydrophobic, and thermally resistant chemicals used in a variety of commercial and retail applications including certain firefighting foams, non-stick cookware, and water-resistant apparel. The EPA has designated perfluorooctanoic acid ("PFOA") and perfluorooctanesulfonic acid ("PFOS"), subsets of PFAS, as hazardous substances under CERCLA. It is unknown whether this designation will survive legal challenges. The EPA has established legally enforceable levels for six PFAS in drinking water: PFOA, PFOS, perfluorohexane sulfonate ("PFHxS"), perfluorononanoic acid ("PFNA"), and hexafluoropropylene oxide dimer acid ("HFPO-DA") as contaminants with individual maximum contaminant levels ("MCLs"), and PFAS mixtures containing at least two or

more of PFHxS, PFNA, HFPO-DA, and PFBS using a Hazard Index MCL in drinking water. Groundwater well production may be decreased based on these regulatory requirements. Well operation and maintenance costs could also be impacted. Other potential regulations regarding PFAS related to the utility industry could impact System service costs, and Pledged Revenues may be adversely affected. The City intends to fully comply with all lawful EPA requests for information. [Update if the City has received a request]

Other Considerations. The Audited General Purpose Financial Statements of the City included in APPENDIX D hereto are for the Fiscal Year ended June 30, 2025, and may not reflect the current financial positions of the City. Such financial statements are the most recent audited financial statements for the City.

[Remainder of page intentionally left blank]

PLAN OF REFUNDING

A portion of the proceeds received from the sale of the Refunding Obligations will be deposited with the paying agent for the following outstanding obligations (the "Bonds Being Refunded") in an amount sufficient to pay the interest on and the principal or redemption price thereof on the date of delivery of the Refunding Obligations:

SCHEDULE OF MATURITIES AND PRINCIPAL AMOUNTS OF BONDS BEING REFUNDED BY THE REFUNDING OBLIGATIONS

Issue Series	Maturity Date	Coupon	Principal Amount Outstanding	Bonds Being Refunded	Redemption Price	Redemption Date*
USDA Loan	9/1/2045	4.125%	$768,799.01	$768,799.01	100%	[Closing Date]
Series 1997A Bonds	1/1/2031	4.50%	$81,142.86	$81,142.86	100%	[Closing Date]
Series 1997B Bonds	1/1/2031	4.50%	$122,990.08	$122,990.08	100%	[Closing Date]

SOURCES AND USES OF FUNDS

The proceeds of the Obligations will be applied as follows:

Sources of Funds	**Refunding Obligations**	**New Money Obligations**	**Total**
Principal Amount of the Obligations	$ _____	$ _____	$ _____
[Net] Original Issue Premium (a)	____	____	____
Total Sources of Funds	$ _____	$ _____	$ _____
Uses of Funds			
Prepayment of Bonds Being Refunded			
Acquisition Fund			
Payment of Costs of Issuance (b)	$	$	$
Total Uses of Funds	$ _____	$ _____	$ _____

(a) [Net original issue premium consists of original issue premium on the Obligations less original issue discount on the Obligations.]

(b) Includes the premium on the Policy, compensation of the Underwriter and certain costs incurred by the City in connection with the execution and delivery of the Obligations.

* Preliminary, subject to change.

DEBT SERVICE REQUIREMENTS AND DEBT SERVICE COVERAGE

The table below sets forth (i) the annual debt service requirements of the City's Outstanding Parity Lien Obligations, (ii) the annual debt service requirements of the Obligations, (iii) the total annual System revenue debt service requirements after execution and delivery of the Obligations, and (iv) the debt service coverage ratio provided for such total annual debt service requirements based upon the City's Fiscal Year 2024/25 Pledged Revenues.

City of Eloy, Arizona - Schedule of Debt Service Requirements and Debt Service Coverage (a)

Period Ending	Outstanding Parity Lien Obligations		Obligations		Combined Annual	Combined Debt Service Coverage
(07-01)	Principal	Interest	Principal	Interest (b)	Debt Service	(c)
2026	$ 320,363	$ 113,576	$	$	$	
2027	327,861	106,077				
2028	335,540	98,398				
2029	343,404	90,534				
2030	351,458	82,480				
2031	359,706	74,232				
2032	368,154	65,785				
2033	376,806	57,133				
2034	385,666	48,272				
2035	155,471	39,196				
2036	159,901	34,766				
2037	164,459	30,208				
2038	169,146	25,521				
2039	173,967	20,700				
2040	178,926	15,741				
2041	184,026	10,641				
2042	189,272	5,395				
2043						
2044						
2045						
2046						
2047						
2048						
2049						
2050						
2051						
Total	$4,544,126		$		$	

(a) Prepared by the Underwriter. Totals may not add due to rounding.

(b) Debt service for the Outstanding Parity Lien Obligations assumes such loans from WIFA are fully drawn.

(c) Interest is estimated. The first interest payment on the Obligations is due on July 1, 2026∗. Thereafter, interest payments will be made semiannually on each January 1 and July 1, until maturity or prior redemption.

(d) Debt service coverage is computed using actual Pledged Revenues of $____ million available for debt service for Fiscal Year 2024/25, as provided by the City. Pledged Revenues available for debt service for the current Fiscal Year 2025/26 are projected by the City to be at least equal to the actual Pledged Revenues available for debt service for Fiscal Year 2024/25. Debt service coverage is computed using actual Pledged Revenues for

∗ Preliminary, subject to change.

Fiscal Year 2024/25, divided by the combined maximum annual debt service on the Outstanding Parity Lien Obligations and the Obligations. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS – Obligation Rate Covenant," "– Debt Service Reserve Account: No Current Funding Requirement," and "– Additional Obligations."

RATINGS

S&P has assigned the rating "__" to the Obligations with the understanding that upon delivery of the Obligations, the Policy will be issued by the Insurer. In addition, S&P has assigned an underlying rating of "__" to the Obligations. Such ratings reflect only the view of S&P, and any desired explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, California 94111. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price and marketability of the Obligations. The City will covenant in its continuing disclosure undertaking with respect to the Obligations that it will file notice of any formal change in any rating related to the Obligations. See "CONTINUING SECONDARY MARKET DISCLOSURE" and APPENDIX H – "Form of Continuing Disclosure Undertaking" herein.

LEGAL MATTERS

Legal matters relating to the execution and delivery of the Obligations, the validity of the Obligations under Arizona law and the tax status of the Obligations (see "TAX EXEMPTION" herein) are subject to the legal opinion of Greenberg Traurig, LLP, Phoenix, Arizona ("Special Counsel"), whose services as Special Counsel have been retained by the City. The signed legal opinion of Special Counsel, dated and premised on the law in effect only as of the date of original delivery of the Obligations, will be delivered to the City at the time of original delivery of the Obligations.

The proposed text of the legal opinion is set forth as APPENDIX G. The legal opinion to be delivered may vary from the text of APPENDIX G, if necessary, to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to the Obligations subsequent to the original delivery of the Obligations.

In rendering its opinion, Special Counsel will rely upon certificates and representations of facts to be contained in the transcript of proceedings Special Counsel will not have independently verified.

While Special Counsel has reviewed and participated in the preparation of portions of this Official Statement, Special Counsel has not undertaken an independent investigation to determine, and will express no opinion as to, the accuracy, completeness or sufficiency of this Official Statement, nor of any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Obligations that may be available.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Obligations. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Obligations) issued prior to enactment.

The legal opinion to be delivered concurrently with the delivery of the Obligations will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Obligations. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Certain legal matters will be passed upon solely for the benefit of the Underwriter by Squire Patton Boggs (US) LLP, Phoenix, Arizona, as counsel to the Underwriter.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the execution and delivery of the Obligations in order that the portion of each of the Purchase Payments made by the City pursuant to the Purchase Agreement and denominated as and comprising interest pursuant to the Purchase Agreement and received by the Holders of the Obligations (the "Interest Portion") will be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the Interest Portion to be included in gross income for federal income tax purposes retroactively to the date of execution and delivery of the Obligations. The City has covenanted in the Purchase Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion.

In the opinion of Special Counsel, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the Interest Portion is excludable from gross income of the holders thereof for federal income tax purposes and is exempt from State income taxation so long as the Interest Portion is excludable from gross income for federal income tax purposes. The Interest Portion is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion is not excluded from the determination of adjusted financial statement income. Special Counsel will express no opinion as to any other tax consequences regarding the Interest Portion or the Obligations. Prospective purchasers of the Obligations should consult with their own tax advisors as to the status of the Interest Portion under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Obligations will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Obligations will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Special Counsel will not independently verify the accuracy of those certifications and representations. Special Counsel will express no opinion as to any other consequences regarding the Obligations.

Except as described above, Special Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the Interest Portion, or the ownership or disposition of the Obligations. Prospective purchasers of Obligations should be aware that the ownership of Obligations may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Obligations, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the Interest Portion, (iii) the inclusion of the Interest Portion in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the Interest Portion in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, and (v) the inclusion of the Interest Portion in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Obligations generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the Obligations, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Obligations. Prospective purchasers of the Obligations should consult their own tax advisors as to the impact of these and any other tax consequences.

Special Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Special Counsel as of the date thereof. Special Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Special Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Special Counsel's opinions

are not a guarantee of a particular result and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Special Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Premium and Original Issue Discount

Certain of the Obligations ("Discount Obligations") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Obligation determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Obligation over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Obligation (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Obligations, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Obligation.

Certain of the Obligations ("Premium Obligations") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Obligations callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Obligation, based on the yield to maturity of that Premium Obligation (or, in the case of a Premium Obligation callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Obligation), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Obligation. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Obligation, the owner's tax basis in the Premium Obligation is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Obligation for an amount equal to or less than the amount paid by the owner for that Premium Obligation.

Owners of Discount Obligations and Premium Obligations should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Obligations or Premium Obligations and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of the Interest Portion, adversely affect the market price or marketability of the Obligations, or otherwise prevent the holders from realizing the full current benefit of the status of the Interest Portion. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Obligations. Prospective purchasers of the Obligations should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on obligations such as the Obligations is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of the Interest Portion from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Obligations, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Obligations and proceeds from the sale of the Obligations. Any amount so withheld would be refunded or allowed as a credit

against the federal income tax of such owner of the Obligations. This withholding generally applies if the owner of the Obligations (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Obligations may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

UNDERWRITING

Raymond James & Associates, Inc. (the "Underwriter"), has agreed to purchase the Obligations at an aggregate purchase price of $_____ pursuant to a purchase contract (the "Purchase Contract") entered into by and among the City and the Underwriter. If the Obligations are sold to produce the prices or yields shown on the inside front cover pages hereof, the Underwriter's discount will be $_____. The Purchase Contract provides that the Underwriter will purchase all of the Obligations so offered, if any, are purchased. The Underwriter may offer and sell the Obligations to certain dealers (including dealers depositing Obligations into unit investment trusts) and others at prices lower or yields higher than the public offering prices stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover pages may be changed from time to time by the Underwriter.

LITIGATION

No Litigation Relating to the Obligations

At the time of delivery of the Obligations, an officer of the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending, or to the knowledge of the City, overtly threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution, sale or delivery of the Obligations or that questions the City's right or authority to receive the sources of payment of the Obligations, or in any way contesting or affecting the validity or enforceability of the Obligations, the Indenture, the Purchase Agreement, the Resolution or the Continuing Disclosure Undertaking, or contesting in any way the completeness or accuracy of this Official Statement, or any amendment or supplement thereto, or contesting the power or authority of the City to execute and deliver the Continuing Disclosure Undertaking, or wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Obligations, the Indenture, the Purchase Agreement, the Resolution or the Continuing Disclosure Undertaking, or have a material adverse effect on the transaction contemplated by this Official Statement.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

The closing documents will include a certificate confirming that, to the best knowledge, information and belief of the City's Finance Director, the descriptions and statements contained in this Official Statement are at the time of execution and delivery of the Obligations, true, correct and complete in all material respects and do not contain an untrue statement of a material fact, or omit to state a material fact required to be stated therein in order to make the statements, in light of the circumstances under which they are made, not misleading. In the event this Official Statement is supplemented or amended, the foregoing confirmation will also encompass such supplements or amendments.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of holders and Beneficial Owners of the Obligations to provide certain financial information and operating data relating to the City by not later than March 1 in each year commencing March 1, 2027 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices"), as set forth in APPENDIX H – "Form of Continuing Disclosure Undertaking" (the "Continuing Disclosure Undertaking"). The Annual Reports and Notices and any other documentation or information required to be filed by such covenants

will be filed by the City with the MSRB, in a format prescribed by the MSRB. Currently the MSRB requires filing through the MSRB's EMMA system as described in APPENDIX H – "Form of Continuing Disclosure Undertaking."

These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The form of the undertaking necessary pursuant to the Rule is included as APPENDIX H hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. The City's undertaking to comply with such covenants is payable solely from Pledged Revenues of the System. Absence of continuing disclosure could adversely affect the Obligations and specifically their market price and transferability. The City's Finance Department has instituted written policies and procedures to ensure timely and proper filing of its Annual Reports and Notices for all of the City's outstanding obligations.

GENERAL PURPOSE FINANCIAL STATEMENTS

The City's Audited General Purpose Financial Statements for the Fiscal Year Ended June 30, 2025, a copy of which is included in APPENDIX D of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C., certified public accountants, to the extent and for the period indicated in their report thereon. The City is not aware of any facts that would make such Audited General Purpose Financial Statements misleading. The Audited General Purpose Financial Statements are for the fiscal year ended June 30, 2025, and are not current. The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include the report, and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve beliefs, assumptions, estimates, projections, forecasts, or other matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these statements have been or will be realized. Such beliefs, assumptions, estimates, projections, forecasts, or other matters of opinion are forward looking statements which must be read with an abundance of caution. Information set forth in this Official Statement has been derived from the records of the City and from certain other sources, as referenced, and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statements that may have been or that may be made orally or in writing are to be construed as a part of a contract with the original purchasers or subsequent owners of the Obligations. **This Official Statement has been prepared by the City and executed for and on behalf of the City by its Mayor, as indicated below.**

CITY OF ELOY, ARIZONA

By: _____
Andrew Sutton, Mayor

APPENDIX A

CITY OF ELOY, ARIZONA
GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City of Eloy, Arizona (the "City" or "Eloy") is located in south-central Arizona in Pinal County (the "County") approximately 50 miles southeast of the City of Phoenix, Arizona, and approximately 55 miles northwest of the City of Tucson, Arizona. Eloy was established in 1918 when three developers purchased land from the railroad for a townsite and was subsequently incorporated in 1949. The City is adjacent to the cities of Casa Grande and Coolidge. Today the City encompasses an annexed area totaling approximately 115 square miles, and has a 2025 estimated population of 19,531. The following table contains the respective population statistics for the City, the County and the State.

Population Statistics for the City of Eloy, Pinal County and the State of Arizona

Year	City of Eloy	Pinal County	State of Arizona
2025 Estimate (a)	19,531	502,071	7,718,747
2020 Census	15,635	425,264	7,151,502
2010 Census	16,620	375,770	6,401,569
2000 Census	10,375	179,727	5,130,632
1990 Census	7,211	116,379	3,665,339

(a) Estimate as of July 1, 2025 (published December 2025).

Source: U.S. Census Bureau and the Office of Employment & Population Statistics, Arizona Department of Administration.

Municipal Government and Organization

The City operates under a Council-Manager form of government. Policymaking and legislative authority are vested in the City Council, which consists of a Mayor and six Council Members. Council Members are elected to four-year staggered terms. The citizens elect the Mayor then the Council, from among its members, selects the Vice-Mayor. The City Council is responsible, among other things, for the adoption of local ordinances, budget adoption, the development of citizen advisory committees, the hiring and removal of the City Manager, City Attorney, City Magistrate, and City Clerk. The City Manager is responsible for the implementation of the policies of the City Council. The City Manager appoints all other department heads except those mentioned above under the City Council responsibilities. Functions of government and operations are provided by a staff of approximately 120 permanent employees.

The City provides a full range of municipal services, including police protection, the construction and maintenance of streets and infrastructure; as well as recreational and cultural activities. The City's three enterprise funds provide water, wastewater, and solid waste disposal. The City also operates a library, a cemetery, and general aviation airport. Eloy residents receive electricity from Arizona Public Service Company, gas from Southwest Gas Corporation and telephone services from Century Link. Fire protection is provided by the Eloy Fire District.

Economy

The economy of the area has historically been based on agricultural production. The City is situated in the Santa Cruz Basin which is one of Arizona's fertile agricultural areas. Over 100,000 acres in the Basin are under irrigation, producing cotton, grains, vegetables and citrus. Cattle ranching is also important to the area. However, due to its strategic location along Interstate 10 (the main artery connecting the cities of Phoenix, Arizona, and Tucson, Arizona), the area is attracting manufacturing, warehousing and distribution employers.

The City is also home to SkyDive Arizona, the world's largest skydiving center, averaging 135,000 jumps per year.

City Administrative Staff

Mackenzie Letcher, Interim City Manager.

Mackenzie Letcher serves as the City Manager for the City of Eloy, where he leads the full scope of municipal operations and sets the strategic direction for the organization. As the City's chief administrative officer, he oversees the day-to-day operations of all departments, implements City Council policy, and ensures the delivery of efficient, accountable, and high-quality public services to residents and businesses. His leadership focuses on fiscal stewardship, operational performance, infrastructure investment, and positioning Eloy for long-term economic and community growth.

Mr. Letcher oversees the City's $115 million operating budget and $32 million capital improvement program, ensuring alignment with the City Council priorities while promoting long-term financial sustainability and infrastructure investment.

Prior to his appointment as City Manager, Mr. Letcher served as Assistant City Manager for Eloy, where he provided executive oversight of Economic Development, Community Development, and Public Works. In that role, he led major economic development initiatives that secured over $40 million in new capital investment and facilitated projects totaling more than $250 million in additional investment, resulting in significant job creation and tax base expansion. He negotiated development agreements, coordinated complex capital projects, and strengthened regional partnerships to enhance Eloy's competitiveness.

Mr. Letcher previously held leadership positions with the City of Casa Grande, Arizona and completed municipal management fellowships with the Towns of Marana, and Oro Valley, Arizona. He holds a Master of Public Administration and a Bachelor of Science in Public Management and Policy from The University of Arizona. He is an Arizona Economic Development Professional (AZED Pro) and is actively engaged in professional organizations including the International City/County Management Association and the Arizona Association for Economic Development.

Mr. Letcher brings expertise in municipal operations, budgeting, capital planning, economic development, and intergovernmental relations, with a demonstrated commitment to responsible stewardship of public resources and strategic community growth.

Brian M. Wright, Finance Director.

Brian Wright is a highly accomplished Finance Director with over 28 years of experience in municipal government. For the past 20 years, he has served as the Finance Director for the City, overseeing all financial operations, including payroll, accounts payable, grants, accounts receivable, utility billing, cash receipting, IT, investments, budgeting, and auditing. Under his leadership, Eloy has maintained robust financial health and developed a strategic vision for long-term fiscal stability.

Mr. Wright's tenure at the City is marked by his dedication to financial excellence and innovation. His expertise in municipal finance and strategic planning has been instrumental in optimizing the City's financial performance and ensuring transparency and accountability in all financial matters. He has successfully managed multi-million-dollar budgets, secured significant grants, and implemented cutting-edge financial systems to enhance operational efficiency.

Mr. Wright holds a Bachelor's degree in Finance with a minor in Accounting from Mesa State College. He is an active member of the Government Finance Officers Association and the Government Finance Officers Association of Arizona, where he contributes to advancing best practices in public finance.

Employment Trends

Figures from the Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics, indicate the following employment levels and unemployment rates for the City since 2021.

City of Eloy
Employment Trends (a)

	City of Eloy		Unemployment Rate Averages			
Calendar Year	Average Annual Employment	Average Annual Unemployment	City of Eloy	Pinal County	State of Arizona	United States
2026 (b)	4,551	234	4.89%	5.00%	4.81%	4.10%
2025	4,684	213	4.36	4.34	4.29	4.00
2024	4,616	182	3.78	3.78	3.60	4.00
2023	4,539	175	3.71	3.71	3.68	3.60
2022	4,275	164	3.70	3.71	3.74	3.60

(a) Data in table is not seasonally adjusted.
(b) Data through January 2026.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

A list of significant employers located within the City is set forth in the following table.

City of Eloy, Arizona
Major Employers

Company	Type of Business	Approximate Number of Employees
Corporation Corrections of America	Private Corrections	1,654
City of Eloy	Government	121
Eloy Elementary School District	School District	120
Republic Plastics	Manufacturing	118
Schuff Steel	Manufacturing	118
Santa Cruz Valley Union High School District	School District	95
Gold Bond	Manufacturing	90
Otto Plastics Arizona, LLC	Manufacturing	67
Travel Center of America	Transportation Services	57
Skydive Arizona	Recreation & Tourism	55

Source: City of Eloy, Arizona - *Annual Comprehensive Financial Report for Fiscal Year 2024/25.*

Pinal County, Arizona
Major Employers

Company	Type of Business	Approximate Number of Employees (a)
Pinal County	Government	2,322
State of Arizona	Government	2,020
Corecivic Inc	Correctional facilities	1,980
Walmart Inc	Retail	1,720
Banner Health	Healthcare	1,420
Casa Grande Community Hospital	Healthcare	1,050
Lucid Motors Inc	Manufacturing	1,030
Harrah's Akchin Hotel & Casino	Hospitality	800
Maricopa Unified School District No. 20	Education	720
Gila River Indian Community	Government	720

Source: Arizona COG/MPO Employer Database and Pinal County Office of Budget and Finance.

(a) Estimates as of July 2025

The following table shows a breakdown of the County's total wage and salary employment by major industry.

Pinal County, Arizona
Average Annual Employment by Industry (Non-Farm) (a)
2021 to 2026

	2022	2023	2024	2025	2026 (b)
Goods Producing					
Mining and Construction	4,225	5,050	5,800	6,325	6,825
Manufacturing	6,700	7,175	6,675	7,200	7,650
Service-Providing					
Trade, Transportation and Utilities	13,450	13,925	14,600	14,800	14,875
Information	550	625	625	700	650
Financial Activities	2,000	1,975	2,075	2,175	2,050
Professional and Business Services	6,100	6,825	7,625	8,075	7,600
Educational and Health Services	6,450	6,750	7,075	7,425	7,850
Leisure and Hospitality	8,150	8,750	9,025	9,700	9,250
Other Services	1,950	2,200	2,400	2,575	2,200
Government	19,275	19,975	20,875	21,225	20,800
Total	68,850	73,250	76,775	80,200	79,750

(a) Data is not seasonally adjusted.

(b) Data is through January 2026.

Source: Arizona Department of Administration; Office of Employment and Population Statistics; Current Employment Statistics (CES) tables.

Education

The City is served by four different K-12 school districts, the Toltec Elementary School District, the Eloy Elementary School District, the Casa Grande Union High School District and the Santa Cruz Unified School District. Residents of the City are also served by the Pinal County Community College District, also known as Central Arizona College and have access to both Arizona State University in the Phoenix metropolitan area as well as the University of Arizona in Tucson, Arizona.

Transportation

Eloy is accessible via Interstate 10, which passes just south of Eloy and provides residents with access to the cities of Phoenix and Tucson, Arizona. Interstate Highway 89 connects with Interstate 10 at Casa Grande, Arizona, which is approximately 15 miles northwest of Eloy and provides access to Yuma, Arizona, and areas of southern California. State Highways 84 and 87 intersect at Eloy and lead to other communities located in central Arizona. Eloy is served by the Southern Pacific Railroad, interstate bus lines and interstate and intrastate trucking firms. Eloy owns and operates Eloy Municipal Airport which provides a 3,900-foot lighted and paved runway for private air traffic.

Taxable Sales

City of Eloy
Total Excise Taxes (Sales) and Total Retail Excise Taxes
Including 4.50% Dedicated Construction Sales Tax (a)

Fiscal Year	Total Excise Taxes	Total Retail Taxes (b)	% of Total Retail Excise Taxes to Total Excise Taxes
2024-25	$9,483,784	$2,711,966	28.60%
2023-24	11,003,299	2,567,020	23.33
2022-23	11,510,651	2,591,620	22.51
2021-22	9,215,703	2,244,814	24.36
2020-21	7,494,690	1,949,968	26.02

(a) Total Excise taxes include the City's 4.50% transaction privilege (sales) tax on construction contracting activities approved by the Mayor and Council of the City, the use of which is dedicated for street improvements. Excise taxes also include a portion of the City's 4.50% transaction privilege (sales) tax on construction contracting activities approved by the Mayor and Council of the City, which is rebated back to the developer of a master planned community located within the City.

(b) Retail sales include groceries, automobiles, department stores, furnishing, equipment, electrical, building, wholesale and miscellaneous retail sales. Retail sales exclude contracting, amusements, utilities, communications, restaurants and hotel/motel transactions.

Source: City of Eloy Finance Department.

Construction

The following tables set forth annual records of building permit values and new housing permits issued within the City.

City of Eloy
Value of Building Permits Issued

Fiscal Year	Residential	Commercial/ Industrial	Other	Total
2025	$68,965,908	$42,471,098	$20,765,434	$132,202,440
2024	37,567,185	7,920,934	12,137,184	57,625,303
2023	34,017,416	1,779,149	53,049,867	88,846,432
2022	76,422,303	115,205,445	10,528,279	202,156,027
2021	46,619,400	20,201,900	63,252,112	130,073,412

Source: City of Eloy.

Construction is valued on the basis of estimated cost, not on market price or value of construction at the time the permit is issued. The date on which the permit is issued is not to be construed as the date of construction.

City of Eloy, Arizona

New Single-Family Housing Starts

Fiscal Year	Total New Housing Starts
2025/26 (a)	77
2024/25	216
2023/24	193
2022/23	134
2021/22	368
2020/21	249

Source: City of Eloy.

(a) Partial Fiscal Year data from July 1, 2025, through December 31, 2025.

The date on which the permit is issued is not to be construed as the date of construction.

Financial Institutions

The Federal Deposit Insurance Corporation ("FDIC") collects deposit balances for commercial and savings banks as of June 30 of each year. The following table illustrates the summary of bank deposits of all FDIC insured institutions within the County for the past five fiscal years. As of June 30, 2025, there were 12 institutions with 37 offices in the County, with a deposit balance of approximately $3.3 billion.

DEPOSITS OF ALL FDIC INSURED INSTITUTIONS
Pinal County, Arizona
($ in millions)

As of June 30	Amount
2025	$3,312
2024	3,390
2023	3,344
2022	3,505
2021	3,122

Source: Summary of Deposits, FDIC.

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APPENDIX B

CITY OF ELOY, ARIZONA FINANCIAL DATA

Current Year Statistics (For Fiscal Year 2024/25)
City of Eloy, Arizona

Total Outstanding Parity Lien Obligations Outstanding	$7,643,181	(a)
Total Water and Wastewater System Revenue Obligations to be Outstanding	227,298∗	(b)
Total Excise Tax Revenue Obligations Outstanding	8,705,000	(c)
Net Assessed Limited Property Value	160,178,721	(d)(e)
Estimated Net Full Cash Value	1,921,204,211	(e)(f)

(a) Represents amount of WIFA loans outstanding. See "STATEMENTS OF DEBT OUTSTANDING – Outstanding Parity Lien Obligations Outstanding" in this appendix.

(b) Represents the Obligations as the only water and wastewater system revenue obligations to be outstanding including the Obligations. See "STATEMENTS OF DEBT OUTSTANDING – Water and Wastewater System Revenue Obligations to be Outstanding" in this appendix.

(c) Represents all excise tax revenue obligations outstanding. See "STATEMENTS OF DEBT OUTSTANDING – Excise Tax Revenue Obligations Outstanding" in this appendix.

(d) Net of property exempt from taxation; reflects application of applicable assessment ratios.

(e) [The City's preliminary Fiscal Year 2026/27 Net Assessed Limited Property Value is estimated at $172,070,442, a change of approximately 7.42% from the Fiscal Year 2025/26 Net Assessed Limited Property Value. The City's preliminary Fiscal Year 2026/27 estimated net full cash value, as defined in footnote (f), is estimated at $_____, a change of approximately ____% from the Fiscal Year 2025/26 estimated net full cash value. Valuations are not official until approved by the Board of Supervisors of the County on or before the third Monday in August for each Fiscal Year. Although the final valuations are not expected to differ materially from the estimated valuations, they are subject to positive or negative adjustments until approved by the Board of Supervisors.]

(f) Estimated net full cash value is the total market value of the property less unsecured personal property and less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

∗ Preliminary, subject to change.

STATEMENTS OF DEBT OUTSTANDING

Outstanding Parity Lien Obligations
City of Eloy, Arizona

Issue Series	Purpose	Original Amount	Maturity Date Range	Balance Outstanding
2015	WIFA Loan	$3,900,000	7-15-12/34	$1,949,918
2023	WIFA Loan	536,874	7-15-23/42	473,097
2023	WIFA Loan	2,399,836	7-15-23/42	2,121,112
Total Parity Obligations Outstanding				$4,544,127

Water and Wastewater System Revenue Obligations Outstanding and to be Outstanding
City of Eloy, Arizona

Issue Series	Purpose	Original Amount	Maturity Date Range	Balance Outstanding
1997A	Water Revenue Bonds	$318,000	1-1-01/31	$81,143
1997B	Water Revenue Bonds	482,000	1-1-01/31	122,990
2005	USDA Loan	1,080,000	9-1-08/45	768,800
Total Outstanding Obligations				$972,933
Less: Bonds Being Refunded				$972,933
Plus: the Obligations				$21,000,000
Total Obligations to be Outstanding				$21,000,000

Excise Tax Revenue Obligations Outstanding
City of Eloy, Arizona

Issue Series	Purpose	Original Amount	Maturity Date Range	Balance Outstanding
2017	Governmental Activities	$6,000,000	7-1-24/42	$4,705,000
2021	Governmental Activities	4,730,000	7-1-24/41	4,000,000
Total Excise Tax Revenue Obligations Outstanding				$8,705,000

Other Indebtedness
City of Eloy, Arizona

The City has other obligations which are payable from various City funds, including purchase obligations and other contractual commitments. For additional information with respect to such obligations, please refer to Note 10 of the City's Audited General Purpose Financial Statements for the Fiscal Year Ended June 30, 2025, contained in APPENDIX D of this Official Statement.

Pensions and Other Post Employment Benefits
City of Eloy, Arizona

All benefitted employees of the City are covered by one of three pension systems. The Arizona State Retirement System ("ASRS") is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple- employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System ("PSPRS") that is an agent multiple-employer defined benefit pension plan. The Mayor and City Council contribute to the State's Elected Officials Retirement Plan ("EORP") that is also a multiple-employer cost-sharing pension plan. The EORP is not described herein because of its relative insignificance to the City's financial statements.

In addition, eligible employees are covered by other post-employment benefit plans. All sworn fire and police personnel participate in the PSPRS that is an agent multiple-employer defined benefit health insurance premium benefit ("OPEB") plan. Eligible City employees also participate in the City's defined benefit medical plan OPEB plan. Eligible City employees covered by Arizona State Retirement System also participate in the ASRS OPEB plan. The ASRS OPEB plan is not described below because of its relative insignificance to the financial statements.

At June 30, 2025, the City reported the following unfunded liabilities related to pensions and OPEB for all plans to which it contributes (in thousands):

Net Pension and OPEB Liabilities		
Plan	Governmental Activities	Business-Type Activities
ASRS	$ 4,579,441	$ 1,309,113
PSPRS-Fire		-
PSPRS-Police	60,087	-
OPEB-Police		-
City OPEB		
Total (a)	$ 4,639,258	$ 1,309,113

(a) Totals may not add due to rounding.

For a more detailed description of these plans and the City contributions to the various plans, please refer to Note 18 of the City's Audited General Purpose Financial Statements for the Fiscal Year Ended June 30, 2025, contained in APPENDIX D of this Official Statement.

CITY OF ELOY, ARIZONA UTILITY SYSTEMS INFORMATION

Water System

The water utility system of the City (the "Water System") serves a population of over 18,000 residing within a 115 square mile area. The Water System currently consists of approximately 3,343 residential, commercial and other connections. The City is well positioned to provide reliable delivery of quality water to meet current and future demands.

Water is provided from 3 groundwater wells. In addition, the City has rights to stored groundwater in an amount equal to approximately three times its annual demand to mitigate future drought. The Arizona Department of Water Resources currently designates the City with a 100-Year Assured Water Supply. The City has adequate supplies for normal growth and has worked hard to provide current and future availability of water supplies for normal and drought conditions. The City has also adopted regulations which require new large water users to acquire additional supplies to accommodate their consumption.

Groundwater wells produce the water delivered by the City. The City currently has 3 active groundwater wells with a pumping capacity of approximately 4.1 mgd. The continued development of new wells provides water supplies for future growth, but more importantly, provides redundancy in case of drought.

In addition to the wells outlined above, the City has 4 storage reservoirs in the Water System service area capable of holding 4 million gallons of treated water. The City has approximately 131 miles of water distribution mains. A backflow prevention program has been implemented to protect the quality of the drinking water from possible sources of contamination. The total current production capacity of the Water System is approximately 4.1 mgd. The record peak demand day occurred on June 16, 2025 and amounted to approximately 2.3 million gallons of water delivered. The average demand in calendar year 2025 was 1.12 mgd.

The City's water master plan was last updated in 2024.

The following tables provide information with respect to the City's Water System.

Current Water System Fees and Charges – Single Residential Dwelling Unit (a)

Description of Water System Services	Fees/Charges Fiscal Year 2025/26
Monthly Minimum Bill - Single Residential:	
3/4 Inch	$24.53
1 Inch	$36.80
1 1/2 Inch	$73.58
2 Inches	$122.64
Monthly Volume Charge – Single Residential:	
First 10,000 Gallons of Water	$3.92/1,000 Gallons
Next 10,000 Gallons of Water	$4.91/1,000 Gallons
Over 20,000 Gallons of Water	$6.13/1,000 Gallons

(a) Fees are effective as of November 1, 2025. The information in this table reflects only certain basic fees and charges of the City's Water System and is not a comprehensive statement of all such fees.

Current Water System Fees and Charges – Multiple Dwelling or Commercial Use (a)

Description of Water System Services	Fees/Charges Fiscal Year 2025/26
Monthly Minimum Bill - Multiple Dwelling or Commercial Use:	
3/4 Inch	$24.53
1 Inch	$36.80
1 1/2 Inch	$73.58
2 Inches	$122.64
3 Inches	$245.31
4 Inches	$490.64
6 Inches	$1,027.99
8 Inches	$2,055.97
Monthly Volume Charge – Multiple Dwelling or Commercial Use:	
First 10,000 Gallons of Water	$3.92/1,000 Gallons
Next 10,000 Gallons of Water	$4.91/1,000 Gallons
Over 20,000 Gallons of Water	$6.13/1,000 Gallons

(a) Fees are effective as of November 1, 2025. The information in this table reflects only certain basic fees and charges of the City's Water System and is not a comprehensive statement of all such fees.

Water System Rate Changes
(2021 - 2029)

Date	Rate Change
November 1, 2029 (a)	6.04%
November 1, 2028 (a)	9.94%
November 1, 2027 (a)	12.02%
November 1, 2026 (a)	14.04%
November 1, 2025	13.94%
November 1, 2024	4.00%
November 1, 2023	4.00%
November 1, 2022	4.00%
November 1, 2021	4.00%

(a) Future rates increase's approved by the City Council on August 11, 2025.

Water System Customers
(Fiscal Years 2020/21 - 2024/25) (a)

Fiscal Year	Residential Customers	Multi-Unit Customers	Commercial/Industrial & Other Customers	Total Customers
2024/25	2,565	70	292	2,927
2023/24	2,488	67	288	2,843
2022/23	2,407	72	292	2,771
2021/22	2,374	72	291	2,737
2020/21	2,357	73	291	2,721

(a) Water System customers as of June 30 for each Fiscal Year or "Fiscal Year End" customers.

The following is a list of the ten largest Water System customers, based on amount billed, for the most recent Fiscal Year (2024/25).

Ten Largest Water System Customers

1. City of Eloy-Parks
2. Blue Beacon-Sun
3. City of Eloy-Wastewater Plant
4. Pilot Travel Center
5. Eloy Junior High School
6. Skydive Arizona
7. Blue Beacon of Casa Grande
8. Las Colinas RV LLC
9. Maddox Estates LP
10. Empire Southwest LLC

The combined Fiscal year 2024/25 Water System fees/charges for the top ten Water System customers set forth above was $510,971 million constituting approximately 26.62% of the total Fiscal Year 2024/25 Water System operating revenue. Additionally, while the list above is representative of the top ten Water System customers as of Fiscal Year 2024/25, customer consumption can fluctuate, among other things, with customer process changes, efficiency enhancement, changes to business practices and locations and the weather. This can result in yearly shifts in the rankings of specific customers. However, the City consistently uses budget forecasting methods to account for such variances.

As shown above, the City is a top ten user and receives water services from the Water System and records the revenue as interdepartmental revenue.

Wastewater System

The wastewater collection system of the City (the "Wastewater System") currently serves approximately 2,176 connections.

The City of Eloy Wastewater Treatment Plant ("W.Wt.T.P."), which is owned by the City of Eloy currently, has a 2 mgd capacity. Reclaimed water from the W.Wt.T.P. is currently primarily delivered to recharge basins on site (Eloy Reclaimed Water Recharge Project – permit renewal pending) where it is stored to meet future potable water demands.

In addition to the treatment facility outlined above, the City has approximately 56 miles of sewer mains, 11 lift stations, 1 odor control station, and 4 metering stations in its wastewater collection system. The City's Wastewater System master plan was last updated in 2024.

The City's Wastewater System and current agreements allow for a treatment capacity of approximately 2 mgd. The average during calendar year 2025 was .540 mgd, with a peak day of .642 million gallons.

Water System staff monitor discharge as specified in one Aquifer Protection Permit ("APP"). Monthly, 49 parameters are tested and reported monthly, quarterly, semi-annual and annual to meet compliance for the APP permit. In addition, the W.Wt.T.P. is monitored for compliance with air quality permits. Regular evaluations and recommendations are performed to ensure continued compliance with applicable environmental regulations.

The following tables provide information with respect to the City's Wastewater System.

Current Wastewater System Fees and Charges – City Wide Based on Size of Wastewater System Service (a)

Description of Wastewater System Services	Fees/Charges Fiscal Year 2025/26
Monthly Service Charge - Single Residential:	
3/4 Inch	$44.66
Monthly Service Charge – Multiple Dwelling or Commercial Use:	
3/4 Inch	$44.66
1 Inch	$76.72
1 1/2 Inch	$155.04
2 Inch	$248.16
3 Inch	$465.62
4 Inch	$931.21
6 Inch	$1,862.43
8 Inch	$3,724.86
Monthly Volume Charge – City Wide All Commercial Customers	
First 10,000 Gallons of Water	$4.64/1,000 Gallons
Next 10,000 Gallons of Water	$5.82/1,000 Gallons
Over 20,000 Gallons of Water	$7.27/1,000 Gallons

(a) Fees are effective as of November 1, 2025. The information in this table reflects only certain basic fees and charges of the City's Wastewater System and is not a comprehensive statement of all such fees.

The information in this table reflects only certain basic fees and charges of the City's Wastewater System and is not a comprehensive statement of all such fees.

Wastewater System Rate Changes
(2021 - 2029)

Date	Rate Change
November 1, 2029 (a)	3.00%
November 1, 2028 (a)	3.00%
November 1, 2027 (a)	11.00%
November 1, 2026 (a)	11.00%
November 1, 2025	11.00%
November 1, 2024	4.00%
November 1, 2023	4.00%
November 1, 2022	4.00%
November 1, 2021	4.00%

(a) Future rates increase's approved by the City Council on August 11, 2025.

Wastewater System Customers
(Fiscal Years 2020/21 - 2024/25) (a)

Fiscal Year	Residential Customers	Multi-Unit Customers	Commercial/ Industrial & Other Customers	Total Customers
2024/25	1,646	38	165	1,849
2023/24	1,642	38	165	1,845
2022/23	1,645	40	167	1,852
2021/22	1,620	40	167	1,827
2020/21	1,583	40	165	1,788

(a) Wastewater System customers as of June 30 for each Fiscal Year or "Fiscal Year End" customers.

The following is a list of the ten largest Wastewater System customers, based on amount billed, for the most recent Fiscal Year (2024/25).

Ten Largest Wastewater System Customers

1. Blue Beacon-Sun
2. Pilot Travel Centers
3. Blue Beacon of Casa Grande
4. Maddox Estates LP
5. Mar-RV Silverado LLC
6. Iron Skillet Crino Inv.
7. Loves Truck Stop
8. Otto Plastics
9. Desert Vista Apartments
10. Santa Cruz Valley Union High School District

The combined Fiscal Year 2024/25 Wastewater System fees/charges for the top ten Wastewater System customers set forth above was $381,770 million constituting approximately 22.39% of the total Fiscal Year 2024/25 Wastewater System operating revenue. Additionally, while the list above is representative of the top ten Wastewater System customers as of Fiscal Year 2024/25, customer consumption can fluctuate, among other things, with customer process changes, efficiency enhancement and changes to business practices and locations. This can result in yearly shifts in the rankings of the specific customers. However, the City consistently uses budget forecasting methods to account for such variances.

Billing and Collection Procedures

The City bills its utility customers in cycles throughout the month with each customer being billed at approximately the same time every month. Water accounts are based on meter readings and wastewater charges are based on water usage fees vary depending on the size of the containers and frequency of collections.

The City's collection procedures for delinquent utility accounts involve a series of billings and notices with a discontinuance of service at the end of 60 days. Due to the collection procedures, utility deposits required on various accounts and the nature of the service being provided, the City has experienced write-offs at or below 0.05% for each of the prior three fiscal years.

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APPENDIX D

CITY OF ELOY, ARIZONA

AUDITED GENERAL PURPOSE FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025

The following audited financial statements are the most recent available to the City. These audited financial statements are not current and may not represent the current financial conditions of the City.

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APPENDIX E

OBLIGATIONS DOCUMENTS SUMMARIES

The following summaries are supplemental to and should be read together with "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS" herein. These summaries are a brief description of certain provisions of the Indenture and the Purchase Agreement and certain definitions therein not defined elsewhere in this Official Statement, should not be considered a full statement thereof and are qualified in their entirety by reference to the entire Indenture and Purchase Agreement, copies of which are available as set forth in this Official Statement under the heading "ADDITIONAL INFORMATION."

Definitions

For the purposes hereof and in addition to those defined prior to the Appendices hereof, the following words and phrases will have the following meanings:

"Additional Obligation Documents" means any contract (including a resolution of the City Council) or agreement of the City constituting or authorizing Additional Obligations.

"Additional Obligations" means obligations (including loans and bonds) or applicable interests therein that are incurred (i) by, or the payment of which is assumed by, the City subsequent to, and are to rank on a parity with, the payments of the Purchase Price and share pro rata in payments to be made by the City from the Pledged Revenues, without priority one over the other or over the Purchase Agreement, and (ii) for the purpose of acquiring, constructing or improving the System or to refund any Obligations, Parity Lien Obligations or Additional Obligations.

"Assumed Interest Rate" means an interest rate for a series of Variable Interest Rate Obligations at the computation date computed to be the lesser of (i) the maximum rate that the Variable Interest Rate Obligations of a series may bear under the terms of their incurrence or (ii) the rate of interest established for long-term bonds by the 30-year revenue bond index published by The Bond Buyer of New York, New York, on the date that is nearest to 30 days prior to the computation date (or in the absence of such published index, some other index selected in good faith by the Finance Director after consultation with one or more reputable, experienced investment bankers as being equivalent thereto).

"Authority" means the Water Infrastructure Finance Authority of Arizona.

"Authority's 2015 DW Loan" means the Loan Agreement #920256-15, dated as of March 20, 2015, between the Authority and the City.

"Authority's 2023 CW Loan" means the Loan Agreement #910201-23, dated as of _____, 2023, between the Authority and the City.

"Authority's 2023 DW Loan" means the Loan Agreement #920358-23, dated as of ____, 2023, between the Authority and the City.

"Bond Year" means a 12-month period beginning July 2 of the calendar year and ending on the next succeeding July 1.

"Bonds Being Refunded" means, collectively, the City's payment obligations related to a Promissory Note dated September 9, 2005, to the United States Department of Agriculture, Rural Development, the City's Water Revenue Bonds, Project of 1997 (Series A), and the City's Water Revenue Bonds, Project of 1997 (Series B).

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banks located in the City of Phoenix, Arizona, and in the city or cities in which the corporate trust office of the Trustee and the Paying Agents are required or authorized by law or executive order to remain closed, and (c) a day on which the City is required or authorized by law or executive order to remain closed.

"City Representative" means the City Manager or the Finance Director or any other person at any time designated to act on behalf of the City with respect to the Indenture and the Obligations by written certificate furnished to the Trustee containing the specimen signature of such person and signed by the City Manager, the Finance Director, or the designee of either of them. Such certificate may designate one or more alternates.

"City Series 2026 Obligations Fund" means the fund of that name created pursuant to Section 3.3(a) of the Purchase Agreement.

"Claim" means any claim or enforcement proceeding in connection with an Insolvency Proceeding.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

"Consultant" means, in the sole discretion of the City, a firm of utility consultants experienced in the financing and operation of sewer systems and having a recognized reputation for such work, or City staff with similar experience.

"Credit Facility" means a bank, financial institution, insurance company or indemnity company that is engaged by or on behalf of the City to perform one or more of the following tasks: (a) enhance the credit of the City securing the Obligations or Additional Obligations by assuring that principal of and interest on the Obligations or such Additional Obligations (or any interests therein) will be paid promptly when due (including the issuance of an insurance policy, letter of credit, surety bond or other form of security for a reserve) or (b) provide liquidity for Additional Obligations (or any interests therein) by undertaking to cause such Additional Obligations to be bought from the holders thereof when submitted pursuant to an arrangement prescribed by the Additional Obligation Documents.

"Debt Service Reserve Account" means the account of the Obligation Fund of that name created pursuant to Section 5.1 of the Indenture.

"Defeasance Obligations" means any of the following: (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre- refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) securities eligible for "AAA" defeasance under then existing criteria of S&P, or (6) any combination thereof.

"Depository Trustee" means any financial institution meeting the requirements as a successor Trustee under Section 8.6 of the Indenture that may be designated by the City.

"Finance Director" means the chief financial officer of the City or other authorized representative of City staff.

"Fiscal Year" means the 12-month period used by the City for its general accounting purposes as the same may be changed from time to time, said fiscal year currently extending from July 1 to June 30.

["Fitch" means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.]

"Holder" means the registered owner of any Obligation[, including the Insurer as applicable].

"Indenture Event of Default" means any one of those events set forth in Section 7.1 of the Indenture.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee and which may include the counsel giving a Special Counsel's Opinion.

"Insolvency Proceeding" means any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

"Insurer" means _____, or any successor thereto or assignee thereof.

["Insurer Advances" means a sum equal to the total of all amounts paid by the Insurer under the Policy.]

["Insurer Reimbursement Amounts" means, collectively, the Insurer Advances and interest on such Insurer Advances from the date paid by the Insurer until the payment thereof in full by the City, payable to the Insurer at the Late Payment Rate per annum.]

"Interest Account" means the account of the Obligation Fund of that name created pursuant to Section 5.1 of the Indenture.

"Interest Requirement" means (i) with respect to the Purchase Agreement, as of any date of calculation, the interest amount on the Purchase Agreement due during the then-current Bond Year, (ii) with respect to Parity Lien Obligations, as of any date of calculation, the amount required to be paid by the City during the then-current Bond Year with respect to interest on such Parity Lien Obligations, and (iii) with respect to Additional Obligations, as of any date of calculation, the amount required to be paid by the City during the then-current Bond Year with respect to interest on such Additional Obligations. In the case of Variable Interest Rate Obligations Outstanding or proposed to be incurred, the Interest Requirement shall be computed with the Assumed Interest Rate.

["Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3% and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under the applicable usury or similar laws limiting interest rates. The Late Payment Rate on any amount owing to the Insurer shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank, N.A. ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify.]

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"Obligation Fund" means the fund of that name created pursuant to Section 5.1 of the Indenture.

"Obligation Payment Date" means each January 1 and July 1, commencing, July 1, 2026, so long as any Obligations are Outstanding.

"Opinion of Counsel" means a written opinion of an attorney or firm of attorneys acceptable to the Trustee and who or which (except as otherwise expressly provided in the Indenture or in the Purchase Agreement) may be counsel for the City or the Trustee, provided that such attorney or firm of attorneys may not be an employee of the Trustee.

"Outstanding" means when used with reference to the Obligations, as of any date of determination, all Obligations theretofore executed and delivered except:

(i) Obligations previously cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Obligations that are deemed paid and no longer Outstanding as provided in the Indenture, including as a result of irrevocable instructions being provided by the City for the redemption thereof;

(iii) Obligations in lieu of which other Obligations have been executed and delivered pursuant to the provisions of the Indenture relating to Obligations destroyed, stolen or lost, unless evidence satisfactory to the Trustee has been received that any such Obligation is held by a bona fide purchaser; and

(iv) For purposes of any consent or other action to be taken under the Indenture or under the Purchase Agreement by the Holders of a specified percentage in principal amount of Obligations, Obligations held by or for the account of the City, or any Person controlling, controlled by, or under common control with the City.

"Outstanding Parity Lien Obligations" means the Authority's 2015 DW Loan, the Authority's 2023 CW Loan, and the Authority's 2023 DW Loan.

"Parity Lien Obligations" means, collectively, the Outstanding Parity Lien Obligations, the Purchase Agreement, and any Additional Obligations.

"Parity Lien Test Debt Service" means the highest aggregate Principal Requirement and Interest Requirement of all Obligations, Outstanding Parity Lien Obligations and Additional Obligations then Outstanding to fall due and payable in the current or any future Bond Year.

"Parity Obligation Documents" means any contract (including a resolution of the City Council) or agreement of the City constituting or authorizing Parity Lien Obligations.

"Paying Agent" means the banks or trust companies and their successors from time to time designated by the City as the paying agencies or places of payment for the Obligations. The Trustee is designated as the initial Paying Agent for the Obligations.

"Permitted Investments" means, to the extent the use of which is not otherwise prohibited by applicable law:

1. A. Cash;

B. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – (SLGs));

C. Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself;

D. Resolution Funding Corp. ("REFCORP") but only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable;

E. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P but if, however, the issue is only rated by S&P (i.e., there is no Moody's rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre- refunded municipals to satisfy this condition and

F. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

(i) U.S. Export-Import Bank (Eximbank)

– Direct obligations or fully guaranteed certificates of beneficial ownership,

(ii) Farmers Home Administration (FmHA),

(iii) Federal Financing Bank,

(iv) General Services Administration

- Participation Certificates,

(v) U.S. Maritime Administration

- Guaranteed Title XI financing and

(vi) U.S. Department of Housing and Urban Development (HUD)

- Project Notes

- Local Authority Bonds

- New Communities Debentures – U.S. government guaranteed debentures

- U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds;

2. Federal Housing Administration debentures;

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

A. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")

- Participation Certificates (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)

- Senior debt obligations

B. Farm Credit Banks (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)

- Consolidated system-wide bonds and notes

C. Federal Home Loan Banks (FHL Banks)

- Consolidated debt obligations

D. Federal National Mortgage Association (FNMA or "Fannie Mae")

- Senior debt obligations

- Mortgage-backed securities (excluded are stripped mortgage securities that are purchased at prices exceeding the portion of their unpaid principal amounts)

E. Financing Corporation (FICO)

- Debt obligations

F. Resolution Funding Corp. (REFCORP)

- Debt obligations

4. Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P or the highest rating category of Moody's or are fully insured by the Federal Deposit Insurance Corporation (FDIC).

5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC).

6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

7. Money market mutual funds rated "AAm" or "AAm-G" or higher by S&P or having a rating in the highest investment category granted thereby from Moody's.

8. "State Obligations", which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or higher, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations that may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase or reverse repurchase agreements: With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker- dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker- dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase or reverse repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase or reverse repurchase agreements shall be met;

E. The repurchase or reverse repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the City or the Trustee, within ten days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the City or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103 percent or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability,

of the guarantor is rated at least "AA" by S&P and "Aa2" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Obligations;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Trustee thereby agrees to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks *pari passu* with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Trustee) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable);

E. the investment agreement shall provide that if during its term:

(i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten days of receipt of publication of such downgrade, either (a) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (b) repay the principal of and accrued but unpaid interest on the investment; and

(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Trustee, within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee, and

F. the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Trustee, be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, and

(ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, as appropriate.

12. Interests in the Local Government Investment Pool established pursuant to Arizona Revised Statutes Section 35-326.

"Person" includes an individual, an unincorporated association, a corporation, a partnership, a government agency or a political subdivision.

"Pledged Revenues" means Revenues remaining after deducting Operating Expenses. For the purposes of the computation required by Sections 4.4, 5.3(b) and 5.3(c) of the Purchase Agreement, additional amounts will be added to, or subtracted from, the Pledged Revenues of the preceding Fiscal Year, as follows: (i) if all or part of the proceeds of the Additional Obligations described in Section 4.4 of the Purchase Agreement are to be expended for the acquisition of utility properties, then the Revenues that would have been derived from the operation of such acquired utility properties during the entire immediately preceding Fiscal Year, as estimated by a Consultant, will be added; (ii) if during such preceding Fiscal Year the City has acquired or sold existing utility properties, then the revenues that would have been derived from the operation of such utility properties during such Fiscal Year had such utility properties been acquired and operating or sold and not operating throughout such Fiscal Year, as estimated by a Consultant, will be added or subtracted, respectively; and (iii) if during such preceding Fiscal Year the City has increased rates, fees and charges with respect to the System, then the increased amount that would have been received during such Fiscal Year had such increase been in effect throughout such Fiscal Year, as estimated by a Consultant, will be added.

["Policy" means the municipal bond insurance policy issued by the Insurer that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.]

"Principal Account" means the account of the Obligation Fund of that name created pursuant to Section 5.1 of the Indenture.

"Principal Installment" means, for any particular date, the aggregate of the principal amount of Obligations that are due on such date.

"Principal Requirement" means (i) with respect to the Purchase Agreement, as of any date of calculation, the principal amount of the Obligations maturing or subject to mandatory redemption pursuant to the Indenture during the then-current Bond Year, and (ii) with respect to Parity Lien Obligations and Additional Obligations, as of any date of calculation, the principal amount required to be paid by the City during the then-current Bond Year with respect to such Parity Lien Obligations and Additional Obligations, as applicable. In computing the Principal Requirement for such Parity Lien Obligations or Additional Obligations, an amount of such Parity Lien Obligations or Additional Obligations, as applicable, required to be redeemed pursuant to mandatory redemption in each year shall be deemed to fall due in that year and (except in case of default in observing a mandatory redemption requirement) shall be deducted from the amount of the Parity Lien Obligations or Additional Obligations, as applicable, maturing on the scheduled maturity date. In the case of Parity Lien Obligations or Additional Obligations supported by a Credit Facility, the Principal Requirement for such Parity Lien Obligations or Additional Obligations, as applicable, shall be determined in accordance with the principal retirement schedule specified in the Parity Obligation Documents or Additional Obligation Documents authorizing the incurrence of such Parity Lien Obligations or Additional

Obligations, as applicable, rather than any amortization schedule set forth in such Credit Facility unless payments under such Parity Lien Obligations or Additional Obligations, as applicable, shall be in default at the time of the determination, in which case the Principal Requirements for such Parity Lien Obligations or Additional Obligations shall be determined in accordance with the amortization schedule set forth in such Credit Facility.

"Prior Registrar" means, with respect to the Bonds Being Refunded, the registrar and paying agent for the Bonds Being Refunded, or, as applicable, the United States Department of Agriculture, Rural Development or Rural Utilities Service.

"Purchase Event of Default" means one of the events defined as such in Section 7.1 of the Purchase Agreement.

"Purchase Price" means the sum of the payments paid pursuant to Sections 5.4(i) and (ii) of the Indenture from amounts to be paid by or on behalf of the City as the purchase price for the Series 2026 Property.

"Qualified Reserve Fund Instrument" means a letter or line of credit, insurance policy or surety bond that meets the requirements set forth below:

(i) A surety bond or insurance policy issued to the Trustee by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Obligations may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the claims paying ability of the issuer thereof shall be rated at least "AA-" or "Aa3" by S&P or Moody's, respectively, or a lower rating acceptable to the City, provided that any issuer rated below "AA-" or "Aa3" by S&P or Moody's, respectively, will not adversely affect the then-current rating pertaining to the Obligations, if then rated by S&P or Moody's.

(ii) An unconditional irrevocable letter of credit issued to the Trustee, as agent of the Holders of the Obligations, by a bank may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the issuer thereof is rated at least "AA-" by S&P, or a lower rating acceptable to the City, provided that any issuer rated below "AA-" by S&P will not adversely affect the then-current rating pertaining to the Obligations, if then rated by S&P or Moody's. The letter of credit shall be payable in one or more draws upon presentation by the beneficiary of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the Obligations. The draws shall be payable within two days of presentation of the sight draft. The letter of credit shall be for a term of not less than three years. The issuer of the letter of credit shall be required to notify the City and the Trustee, not later than 24 months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

The letter of credit shall permit a draw in full not less than 14 days prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The Trustee is authorized and directed to draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Debt Service Reserve Account is fully funded in its required amount.

If the expiration date of the letter of credit shall not be extended, the City may deposit in the Debt Service Reserve Account an amount sufficient to cause cash or Permitted Investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such deposit to be paid in equal installments on at least a semiannual basis over the ensuing three years, unless the

Qualified Reserve Fund Instrument is replaced by a Qualified Reserve Fund Instrument meeting the requirements in either (i) or (ii) above.

The deposit of any Qualified Reserve Fund Instrument pursuant to this paragraph (ii) shall be subject to the Trustee's receipt of an opinion of counsel of an attorney or firm of attorneys of nationally recognized standing in the related field as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel. In addition, the use of an irrevocable letter of credit shall be subject to the Trustee's receipt of an opinion of counsel of such attorney or firm of attorneys to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against the issuer of the Obligations (or any other account party under the letter of credit).

(iii) The obligation to reimburse the issuer of a Qualified Reserve Fund Instrument for any fees, expenses, claims or draws upon such Qualified Reserve Fund Instrument shall be subordinate to the payment of debt service on the Obligations. The right of the issuer of a Qualified Reserve Fund Instrument to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Debt Service Reserve Account, and subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the Debt Service Reserve Account. The Qualified Reserve Fund Instrument shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Qualified Reserve Fund Instrument to reimbursement will be further subordinated to cash replenishment of the Debt Service Reserve Account to an amount equal to the difference between the full original amount available under the Qualified Reserve Fund Instrument and the amount then available for further draws or claims. If (A) the issuer of a Qualified Reserve Fund Instrument becomes insolvent or (B) the issuer of a Qualified Reserve Fund Instrument defaults in its payment obligations thereunder or (C) the claims-paying ability of the issuer of the insurance policy or surety bond falls below a S&P "AA-" or a Moody's "Aa3" (or if the City initially selected a lower rated issuer, the S&P or Moody's rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Obligations, if then rated by S&P or Moody's) or (D) the rating of the issuer of the letter of credit falls below a S&P "AA-" (or if the City initially selected a lower rated issuer, the S&P rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Obligations, if then rated by S&P or Moody's) the obligation to reimburse the issuer of the Qualified Reserve Fund Instrument shall be subordinate to the cash replenishment of the Debt Service Reserve Account.

(iv) If (A) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (B) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below a S&P "AA-" or a Moody's "Aa3" (or if the City initially selected a lower rated issuer, the S&P or of each.

Moody's rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Obligations, if then rated by S&P or Moody's) or (C) the rating of the issuer of the letter of credit falls below a S&P "AA-" (or if the City initially selected a lower rated issuer, the S&P rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Obligations, if then rated by S&P or Moody's), the City shall either (1) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or Permitted Investments on deposit in the Debt Service Reserve Account to equal the amount that

should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such amount to be paid over the ensuing five years in equal installments deposited at least semiannually or (2) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in any of (i)-(iii) above within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy is no longer investment grade or (b) the rating of the issuer of the letter of credit is no longer investment grade or (c) the issuer of the Qualified Reserve Fund Instrument defaults in its payment obligations or (d) the issuer of the Qualified Reserve Fund Instrument becomes insolvent, the City shall either (i) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or Permitted Investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such amount to be paid over the ensuing year in equal monthly installments or (ii) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements above, as applicable, within six months of such occurrence.

(v) Where applicable, the amount available for draws or claims under the Qualified Reserve Fund Instrument may be reduced by the amount of cash or Permitted Investments deposited in the Debt Service Reserve Account pursuant to clause (d)(i) of the preceding subparagraph (iv).

(vi) Any amounts owed by the City to the issuer of the Qualified Reserve Fund Instrument as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in any calculation of debt service requirements required to be made pursuant to the Purchase Agreement for any purpose, e.g., rate covenant or Additional Obligations test.

(vii) The Trustee shall ascertain the necessity for a claim or draw upon the Qualified Reserve Fund Instrument and provide notice to the issuer of the Qualified Reserve Fund Instrument in accordance with its terms not later than three days (or such longer period as may be necessary depending on the permitted time period for honoring a draw under the Qualified Reserve Fund Instrument) prior to each Obligation Payment Date.

(viii) Cash on deposit in the Debt Service Reserve Account shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on the Qualified Reserve Fund Instrument.

(ix) A Qualified Reserve Fund Instrument may not be provided to replace existing cash or Permitted Investments unless the City obtains, and provides to the Trustee, a Special Counsel's Opinion to the effect that such action will not cause the interest on any Obligations to become includible in gross income for purposes of federal income taxes.

"Rating Agency" means Moody's or S&P, or either of them or their replacements as provided in the definition

"Repair and Replacement Fund" means the fund of that name as described in Section 5.1(b) of the Purchase Agreement.

"Repair and Replacement Fund Funding Requirement" means an amount equal to two percent of all tangible assets of the System at the end of the preceding Fiscal Year, as shown in the most recent audited financial statements of the City.

"Reserve Requirement" means, if the Debt Service Reserve Account is required to be funded, an amount equal to the greatest amount to be paid in any subsequent Fiscal Year of the City with respect to the Obligations; provided, however, that such amount shall not exceed the least of (a) ten percent (10%) of the net proceeds of the Obligations at the time of original delivery, (b) the greatest amount to be paid in any subsequent Fiscal Year of the City with respect to the Obligations at the time of original delivery or (c) one hundred twenty-five percent (125%) of the average

annual debt service at the time of original delivery. If the Debt Service Reserve Account is not required to be funded, the Reserve Requirement is $0.00.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and assigns, and, if such limited liability company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"Series 2026 Projects" means, in the aggregate, the improvements described on Exhibit A attached to the Purchase Agreement.

"Series 2026 Property" means the value added to the System by the Series 2026 Projects together with the portion of the Existing Project that remains unacquired and will be acquired pursuant to the Purchase Agreement, all of which is being finance with the proceeds of the Obligations.

"Special Counsel" means an attorney or a firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Special Counsel's Opinion" means an opinion signed by Special Counsel.

"State" means the State of Arizona.

"Variable Interest Rate Obligations" means any Additional Obligations that may, in the future, bear interest at rates that cannot be determined with specificity on their original incurrence.

The Purchase Agreement

* * * * *

Section 2.1. Agreement to Cause Execution and Delivery of Obligations; Application of Proceeds. In order to provide funds for payment of the costs and expenses of the Series 2026 Property and of execution and delivery of the Obligations, the Obligations shall be executed and delivered under the Indenture. Certain amounts shall be transferred by the Trustee pursuant to the Indenture to refund and redeem the Bonds Being Refunded that financed the Existing Project. Capital expenditures relating to the Series 2026 Property advanced prior to the execution and delivery of the Obligations shall be reimbursed, and otherwise costs of the Series 2026 Property, including but not limited to delivery costs pertaining to the Obligations, shall be paid as provided in the Indenture.

* * * * *

Section 3.3. City Series 2026 Obligations Fund; Amounts Payable After Execution and Delivery of Obligations Including for Purchase Price.

(a) Upon the execution and delivery of the Obligations, the City shall establish and maintain a separate, internal fund known as the "City Series 2026 Obligations Fund," which the City shall hold in trust for the Holders of the Obligations. On or before the 10th day of each month, the City shall transfer Pledged Revenues received pursuant to Section 4.1 of the Purchase Agreement into the City Series 2026 Obligations Fund as follows:

(i) Commencing [May] 10, 2026, one-[half] (1/[2]) of the interest on the Obligations falling due on the July 1, 2026, Obligation Payment Date and, thereafter, one-sixth (1/6) of the interest on the Obligations falling due on the next succeeding Obligation Payment Date, which amounts shall be used to make the payments required by Section 3.3(b)(ii) below.

(ii) Commencing [May] 10, 2026, one-[fifteenth] (1/[15]) of the principal due on July 1, 20[27] and, thereafter, one-twelfth (1/12) of the principal due or subject to mandatory redemption on the next succeeding July 1, which amounts shall be used to make the payments required by Section 3.3(b)(iii) below.

(b) After providing for certain amounts due to the federal government as rebate of excess earnings, the Pledged Revenues received pursuant to Section 4.1 of the Purchase Agreement (whether held by the City in the City Series 2026 Obligations Fund or otherwise) shall be paid for the following purposes and in the following order of priority:

(i) On the dates necessary therefor, fees and expenses of the Trustee in accordance with the provisions of Section 8.8 of the Indenture to the Trustee.

(ii) Not later than one Business Day prior to the date on which due, the interest on the Obligations falling due on the next succeeding Obligation Payment Date for deposit to the Interest Account (representing a portion of the Purchase Price).

(iii) Not later than one Business Day prior to the date on which due, the principal of the Obligations due or subject to mandatory redemption on the next succeeding Obligation Payment Date for deposit to the Principal Account (representing a portion of the Purchase Price).

(iv) Commencing on the July 10 following any Fiscal Year (commencing July 10, 2027) (1) If Pledged Revenues during any Fiscal Year of the City are less than

175 percent of the aggregate Principal Requirement and the Interest Requirement on all Obligations, Outstanding Parity Lien Obligations and Additional Obligations then Outstanding for the corresponding Bond Year, on each January 10 and July 10 thereafter, then the City will deposit, or cause to be deposited, to the Debt Service Reserve Account, moneys, investments, Qualified Reserve Fund Instruments or any combination thereof, in an amount equal to one-tenth (1/10) of the amount required to fund and maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement until such time as the amount on deposit in the Debt Service Reserve Account shall equal the Reserve Requirement, and (2) on the tenth (10th) day of each month, commencing on the first (1st) day of the month following a payment made on the Obligations from the Debt Service Reserve Account, an amount equal to one twelfth (1/12) of the amount which, when added to the balance then in the Debt Service Reserve Account, shall be equal to the Reserve Requirement.

(v) Commencing on July 10, 2026 and on the tenth (10th) day of each month thereafter, the City shall deposit to the Repair and Replacement Fund an amount equal to the amount required to fund and maintain the Repair and Replacement Fund in an amount equal to not less than two percent (2%) of the Revenues of the previous month until the amount accumulated in the Repair and Replacement Fund is in an amount equal to or greater than the Repair and Replacement Fund Funding Requirement; provided that at such time or times as there is on deposit in the Repair and Replacement Fund an amount at least equal to the Repair and Replacement Fund Funding Requirement, as shown in the most recent audited financial statements of the City, no amounts need to be deposited to the Repair and Replacement Fund

(c) In the event the City should fail to make when due any of the payments required by this Section, the installment so in default shall continue as an obligation of the City, payable solely from the Pledged Revenues, until the amount in default shall have been fully paid, and the City shall pay the same with interest thereon at the rate applicable to the corresponding maturities of Obligations, from the date said payment was to be made to the date of payment by the City until paid. The Purchase Agreement shall be deemed and construed to be a "net purchase agreement," and the payments provided for in this Section shall be an absolute net return to the Seller, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided in the Purchase Agreement. The City shall cause an amount of Revenues to be included in the annual budget for every Fiscal Year sufficient to meet all requirements of the Purchase Agreement.

[(d) The City shall further also pay or reimburse the Insurer on demand the Insurer Reimbursement Amounts and any and all charges, fees, costs and expenses that Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture or the Purchase Agreement, (ii) the pursuit of any remedies under the Indenture or the Purchase Agreement or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture or the Purchase Agreement whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Indenture or the Purchase Agreement or the transactions contemplated thereby, other than costs resulting from the failure of Insurer to honor its obligations under the Policy. Insurer may also charge City a reasonable fee as a condition to executing any amendment, waiver or consent relating to the Indenture or the Purchase Agreement. The City covenants and agrees that the Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of revenues from the Pledged Revenues on a parity with debt service due on the Insured Obligations.]

* * * * *

Section 4.1. Limitation of Source of City Payments.

(a) The Purchase Agreement is a limited, special obligation of the City, payable solely and secured as to the payment in accordance with the terms and the provisions of the Purchase Agreement.

(b) All amounts to be paid by the City pursuant to Section 3.3 of the Purchase Agreement (or under any other section of the Purchase Agreement) shall be payable solely from the Pledged Revenues. Nothing, however, shall preclude the City, in the sole and absolute discretion of the City Council, from paying such amounts from other moneys of the City; provided, however, under no circumstances shall amounts paid under the Purchase Agreement from such other moneys constitute a pledge thereof, and amounts payable by the City under the Purchase Agreement shall never constitute a general obligation of the City or a pledge of *ad valorem* property taxes by the City.

(c) The City pledges, and shall raise and apply, the Pledged Revenues in such amounts and in such manner as required to make the payments required to be made by the City under the Purchase Agreement and covenants to make said payments from the Pledged Revenues. This pledge shall be a first lien and on a parity to the pledge thereof and lien thereon for the Parity Lien Obligations and the Additional Obligations. All of the Pledged Revenues shall be immediately subject to such pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such persons have notice thereof. Nothing contained in this Section shall be construed as limiting any authority granted elsewhere in the Purchase Agreement or the Parity Lien Obligation Documents to incur the Purchase Agreement or Additional Obligations nor be deemed a limitation upon the issuance of bonds, notes or other obligations under any law pertaining to the City secured by moneys, income and funds other than the Pledged Revenues and other moneys and investments pledged under the Purchase Agreement or under the Indenture. After the application of the Pledged Revenues for the purposes in the Purchase Agreement, they may be used for any lawful purpose.

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Section 4.3. Prior Lien Obligations. The City shall not incur any obligations payable from the Pledged Revenues ranking prior to the obligations of the City under the Purchase Agreement.

* * * * *

Section 5.1. Utilities; Maintenance of the System in Good Condition; Repair and Replacement Fund.

(a) All maintenance and repair of the Series 2026 Property and utilities therefor shall be the responsibility of the City. The Seller as Trustee under the Indenture shall have no obligation with respect to the operation or maintenance of the Series 2026 Property. (In exchange for the payment of the amounts due under the Purchase Agreement, the Seller shall provide nothing more than the Series 2026 Property.) The City shall (a) maintain the System in a good condition, (b) operate the same in a proper and economical manner and at a reasonable cost, and (c) faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(b) The City shall create the Repair and Replacement Fund in its custody. Amounts in the Repair and Replacement Fund shall be used (without priority): (i) for making extraordinary repairs or replacements to the System which are necessary to keep the System in operating condition and for the making of which provision has not been made in the annual budget and money is not available as an Operating Expense, (ii) as provided in Section 3.3(b), (iii) for the payment of any sums due and owing to the Holders of the Obligations, Parity Lien Obligations and Additional Obligations being refunded which sums cannot for any reason be paid from the income and proceeds of any Defeasance Obligations held by a Depository Trustee, (iv) for the acquisition of water and wastewater properties or facilities deemed necessary by the City to the efficient and economical operation of the System or to extend or improve the System, and (v) for otherwise acquiring, constructing and improving the System. Notwithstanding anything in the Purchase Agreement or in the Indenture to the contrary, if, after any Fiscal Year, amounts in the Repair and Replacement Fund exceed the Repair and Replacement Fund Funding Requirement, such amounts in excess of the Repair and Replacement Fund Funding Requirement held in the Repair and Replacement Fund may be released and used by the City for any lawful purpose. Notwithstanding any provision of the Indenture or the Purchase Agreement to the contrary, the Repair and Replacement Fund is in no way pledged or liened

pursuant to the Purchase Agreement as a source of payment for the Purchase Price, and the City may waive, terminate or modify the uses of the Repair and Replacement Fund at any time without obtaining any consent from Holders of the Obligations.

Section 5.2. Insurance. The City shall maintain insurance on the System (which may take the form of or include an adequately-funded program of self-insurance), for the benefit of the Holder or Holders of the Obligations payable wholly or in part from the Revenues, for the full insurable value of all buildings and machinery and equipment therein, against loss or damage by fire, lightning, tornado or winds, and all other combustible property against loss or damage by fire or lightning, and other coverages and amounts of insurance (including public liability and damage to property of others to the extent deemed prudent by the City), normally carried by others on similar operations. The cost of such insurance may be paid as an Operating Expense. All money received for losses under any such insurance policies, except public liability policies, is pledged by the City as security for the payment of the Purchase Agreement until and unless such proceeds are paid out in making good the loss or damage in respect of which such proceeds are received. Self-insurance may be maintained for the System either separately or in connection with any general self-insurance retention program or other insurance program maintained by the City; provided that (a) any such program has been adopted by the City and (b) an independent insurance or actuarial consultant appointed by the City /the City's risk manager or other appropriate officer of the City annually reviews any such program to confirm and reports to the City in writing that such program is adequate and actuarially sound.

Section 5.3. No Sale; Lease or Encumbrance Exceptions.

(a) The City shall not sell, lease, encumber or in any manner dispose of the System as a whole until all of the Obligations and all interest thereon shall have been paid in full or provision for payment has been made in accordance with the Indenture.

(b) The City may sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exists: (a) such property is not necessary for the operation of the System, (b) such property is not useful in the operation of the System, (c) such property is not profitable in the operation of the System or (d) the disposition of such property will be advantageous to the System and will not adversely affect the security for the Holders of the Obligations. In addition, the City may sell to any municipality or political subdivision of the State or any agency of any one or more of them, any portion of the System if there is filed with the Finance Director a certificate executed by the Consultant showing that, in opinion of such Consultant, the proposed sale will not reduce the Pledged Revenues to be received in the full Bond Year next succeeding such sale to an amount less than 120 percent of the Parity Lien Test Debt Service. In making such computation, the Consultant shall consider such matters as such Consultant deems appropriate including: (i) anticipated diminution of Revenues; (ii) anticipated increase or decrease in Operating Expenses attributable to the sale and (iii) reduction, if any, in annual principal and interest requirements attributable to the application of the sale proceeds for payment of Obligations then Outstanding. The proceeds of the disposition of such property shall be placed in the Repair and Replacement Fund in additional to all other amounts required in the current Fiscal Year.

(c) The City may sell or otherwise transfer the System as a whole to any municipality or political subdivision or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own and operate the System on behalf of the public, and that undertakes in writing, filed with the Finance Director, the City's obligations under the Purchase Agreement; provided that there shall be first filed with the Finance Director (1) a Special Counsel's Opinion to the effect that (A) such sale will not cause interest on any of the Obligations to become subject to federal income taxation, (B) such sale will not materially diminish the security of the Holders of the Obligations (which opinion may be based on the Consultant's report described in clause (2), below) and (C) the obligations of the City under the Purchase Agreement have been validly assumed by such transferee and are the valid and legally binding obligations of such transferee and (2) an opinion of a Consultant expressing the view that such transfer in and of itself will not result in any diminution of the Pledged Revenues to the extent that in the full Bond Year next succeeding such transfer the Pledged Revenues will be less than 120 percent of the Parity Lien Test Debt Service. In reaching this conclusion, the Consultant shall take into consideration such factors as he may deem significant including any rate schedule to be imposed by said political subdivision or agency. The proceeds

of the disposition of such property shall be placed in the Repair and Replacement Fund in addition to all other amounts required in the current Fiscal Year.

(d) Notwithstanding the above provisions, the City may sell or lease all or any part of the System in connection with the issuance of Additional Obligations to finance additional improvements to the System or refinance the Obligations, Outstanding Parity Lien Obligations or Additional Obligations provided that such sale or lease does not permit foreclosure, or other loss by the City, of such portion of the System.

* * * * *

Section 5.6. Disconnection of Service for Non-Payment; No Free Service.

(a) The City shall diligently enforce payment of all bills for services supplied by the System. If a bill becomes delinquent and remains so for a period to be determined in accordance with City policy from time to time, the City shall discontinue service in accordance with the laws of the State to any premises the owner or occupant of which shall be so delinquent, and will not recommence such service to such premises until the delinquent charges shall have been paid or provisions for payment satisfactory to the City shall have been made. The City shall do all things and exercise all remedies reasonably available to assure the prompt payment of charges for all services supplied by the System.

(b) No free service shall be furnished by the System to the City or any department thereof or to any person, firm or corporation, public or private, or to any public agency or instrumentality, except as provided in the Purchase Agreement. The reasonable cost and value of all service rendered to the City and its various departments by the System shall be charged against the City and will be paid for as the service occurs from the City's current funds. All payments so made shall be considered Revenues and shall be applied in the manner provided in the Purchase Agreement for the application of the Revenues of the System.

Section 5.7. No Competing System. The City shall not, to the extent permitted by law, grant a franchise or permit for the operation of any competing system within, in whole or in part, the service areas of the System. This Section 5.7 only applies to new competing systems, and any existing competing systems as of ____ 1, 2026 are permitted.

* * * * *

Section 7.1. Purchase Events of Default. Any one or more of the following events ("Purchase Events of Default") shall constitute a default under the Purchase Agreement:

(a) The City shall fail to make any payment when due under Section 3.3(b)(ii) or (iii) of the Purchase Agreement; or

(b) The City shall fail to make any payment under Section 3.3(b)(i), (iv) or (v) of the Purchase Agreement for a period of 30 days after notice of such failure shall have been given in writing to the City by the Seller or by the Trustee; or

(c) The City shall fail to perform any other covenant in the Purchase Agreement for a period of 30 days after written notice specifying such default shall have been given to the City by the Seller or the Trustee, provided that if such failure is a type that it cannot be remedied within such 30 day period, it shall not be deemed a Purchase Event of Default so long as the City diligently tries to remedy the same; or

(d) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the federal bankruptcy statutes, as amended, or under any similar acts that may be enacted after execution of the Purchase Agreement.

Section 7.2. Remedies on Default by City. Subject to the rights of the Insurer provided in the Indenture and the Purchase Agreement, upon the occurrence of a Purchase Event of Default, the Trustee, as Seller, shall, but only if indemnified to its satisfaction by the Holders (if acting upon direction from the Holders of a majority in aggregate principal amount of the Obligations), without further demand or notice, exercise any of the available remedies at law or in equity, including, but not limited to, specific performance, except that under no circumstances may amounts due under the Purchase Agreement be accelerated. Upon the filing of suit by the Trustee, any court having jurisdiction of the action may appoint a receiver to administer the System for the City with power to charge and collect fees sufficient to pay all of the Operating Expenses and to make all required payments under the Purchase Agreement. The Trustee, as Seller, may assign any or all of its rights and privileges under this Section to the Trustee, and the Trustee may exercise any or all of such rights or privileges as it may deem advisable. Nothing in the Purchase Agreement shall be deemed to authorize the Seller to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment, or composition affecting the Obligations or the rights of any Holder thereof, or to authorize the Seller to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

* * * * *

Section 8.12. Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Trustee acknowledges that the Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated in the Purchase Agreement and that provides that the City may within three years after its execution cancel any contract (including the Purchase Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

* * * * *

The Indenture

Granting Clauses. Pursuant to the Indenture, the Trustee has been granted a security interest in and the following described property has been released, assigned, transferred, pledged mortgaged, granted and conveyed to the Trustee:

A. All rights and interests of the Seller in, under and pursuant to the Purchase Agreement as assigned, mortgaged, hypothecated and pledged to the Trustee pursuant to the Purchase Agreement, provided that the assignment made by this clause shall not include any right to limitation of liability, indemnification of liability, or payment or reimbursement of fees, costs or expenses,

B. Amounts on deposit from time to time in the funds and accounts created pursuant to the Indenture, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture and

C. Any and all other real or personal property of any kind from time to time after execution of the Indenture by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security under the Indenture for the Obligations, by the City or by anyone on its behalf or with its written consent, in favor of the Trustee.

* * * * *

Section 1.3. All Obligations Equally and Ratably Secured; Obligations Not General Obligations of the City. All of the Obligations executed and delivered under the Indenture and at any time Outstanding shall in all respects be equally and ratably secured by the Indenture, without preference, priority, or distinction on account of the

date or dates or the actual time or times of the execution and delivery or maturity of the Obligations, so that all Obligations at any time Outstanding under the Indenture shall have the same right, lien and preference under the Indenture. The Obligations shall be payable solely out of the revenues and other security pledged by the Indenture and shall not constitute an indebtedness, a general obligation or a pledge of *ad valorem* property taxes of the City within the meaning of any State constitutional provision or statutory limitation. The Obligations shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit, and the Obligations shall never constitute a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

* * * * *

Section 5.3. Flow of Funds into the Obligation Fund. The following payments to the Trustee shall be applied in the following manner:

(i) The Trustee shall deposit to the Interest Account amounts paid pursuant to Section 3.3(b)(ii) of the Purchase Agreement. (Amounts transferred pursuant to Section 5.4(iii)(C) and Section 5.9(c) of the Indenture shall also be deposited into the Interest Account.)

(ii) The Trustee shall deposit to the Principal Account amounts paid pursuant to Section 3.3(b)(iii) of the Purchase Agreement as well as the total of any amounts received for any redemption of Obligations. (Amounts transferred pursuant to Section 5.4(iii)(C) and Section 5.9(c) of the Indenture shall also be deposited in the Principal Account.)

(iii) The Trustee shall deposit to the Debt Service Reserve Account amounts paid pursuant to Section 3.3(b)(iv) of the Purchase Agreement. No deposit need be made into the Debt Service Reserve Account if the amount on deposit therein plus the maximum amount of the Qualified Reserve Fund Instruments contained therein equals the Reserve Requirement. [The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Account. Notwithstanding anything to the contrary set forth herein, amounts on deposit in the Debt Service Reserve Account shall be applied solely to the payment of debt service due on the Obligations and any Additional Obligations secured by the Debt Service Reserve Account.]

Section 5.4. Flow of Funds out of the Obligation Fund. Amounts in the following accounts shall be applied in the following manner:

(i) Amounts in the Interest Account shall be used to pay interest on the Obligations as it becomes due.

(ii) Amounts in the Principal Account shall be used to retire Obligations by payment at their scheduled maturity date, mandatory redemption date or optional redemption date.

(iii) (A) Amounts in the Debt Service Reserve Account shall be used to pay the interest on, or to retire at their scheduled maturity or mandatory redemption date, the Obligations in the event that no other money of the City is available therefor or for the retirement (including by defeasance pursuant to Section 10.2 of the Indenture) of all of the Obligations then Outstanding. If and to the extent that money has been deposited in the Debt Service Reserve Account, all such money shall be used (or investments purchased with such money shall be liquidated and the proceeds applied as required) prior to any drawing under a Qualified Reserve Fund Instrument.

(B) Notwithstanding anything in the Indenture or in the Purchase Agreement to the contrary, if, after the City has been required to make deposits to the Debt Service Reserve Account pursuant to Section 3.3(b)(iv) of the Purchase Agreement, the Pledged Revenues for two consecutive Fiscal Years equal or exceed 175 percent of the aggregate Principal Requirement and the Interest Requirement on all Obligations, Parity Lien Obligations and Additional Obligations then Outstanding for the corresponding Bond Year for such Fiscal Years (as certified in writing by the City to the Trustee), any moneys and/or Qualified Reserve Fund Instruments held in the Debt Service Reserve Account may, at the written request of the City, be released to or as directed in writing by the City and (except as otherwise limited by the terms of

any Qualified Reserve Fund Instrument) used by the City for any lawful purpose, and the City's obligation to maintain the Reserve Requirement in the Debt Service Reserve Account shall terminate, subject to Section 3.3(b)(iv) of the Purchase Agreement for funding the Debt Service Reserve Account if the circumstances described in Section 3.3(b)(iv) of the Purchase Agreement occur.

(C) If on July 2 of any year the amount in the Debt Service Reserve Account exceeds an amount equal to the Reserve Requirement and if the City is not then in default under the Purchase Agreement, the Trustee shall withdraw the amount of any such excess from such account and shall apply such amount, first and on a pro-rata basis, to pay amounts due with respect to the Qualified Reserve Fund Instrument, including by transferring amounts in the "reimbursement fund" established to reimburse the provider of the Qualified Reserve Fund Instrument for any payments made by the provider thereof until the corresponding costs with respect thereto are paid, second, as a deposit to the Interest Account, and third, if the amount in the Interest Account is equal to or greater than the interest due on the Obligations on the next Obligation Payment Date, as a deposit to the Principal Account.

(D) The Trustee is also directed to draw on a Qualified Reserve Fund Instrument in accordance with the terms included in the definition of Qualified Reserve Fund Instrument.

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Section 5.6. Investment of Moneys Held by Trustee.

(a) Moneys in all funds and accounts held by the Trustee shall be invested by the Trustee, as soon as possible upon receipt of immediately available funds at its designated corporate trust office, to the fullest amount possible, in Permitted Investments as directed, in writing, by the City Representative; provided that the maturity date or the date on which such Permitted Investments may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the funds or accounts for which the investments were made will be required for the purposes thereof. In the event no investment direction is given to the Trustee by the City, then the Trustee shall invest moneys in investments described in a money market fund permitted by clause 7 of the definition of Permitted Investments.

(b) Amounts credited to a fund or account may be invested, together with amounts credited to one or more other funds or accounts, in the same Permitted Investment, provided that (i) each such investment complies in all respects with the provisions of subsection (a) of this Section as they apply to each fund or account for which the joint

investment is made and (ii) the Trustee maintains separate records for each fund and account and such investments are accurately reflected therein.

* * * * *

Section 5.9. Acquisition Fund.

(a) The Trustee shall establish a special trust fund designated as the Acquisition Fund, shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in the Indenture.

(b) (1) Upon receipt of a duly executed Payment Request Form requesting disbursement from the Acquisition Fund, the Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form for Project Costs within three (3) Business Days following submission of such Payment Request Form. Notwithstanding the foregoing, the Trustee shall apply moneys on deposit in the Acquisition Fund to reimburse the City for any Project Costs incurred or advanced by the City within three (3) Business Days of receipt of a duly executed Reimbursement Request Form. The Trustee has no duty or obligation to

confirm that such disbursements constitute Project Costs and may rely conclusively on such Payment Request Form or Reimbursement Request Form without making any independent investigation in connection therewith.

(2) Should any shortfall or deficiency occur in the Acquisition Fund, the City shall immediately pay such amounts to the Trustee in addition to the amounts otherwise due pursuant to the Purchase Agreement.

(3) Amounts in the Acquisition Fund shall be used to pay principal of and interest on the New Money Obligations if insufficient funds are otherwise available to make such payments when due.

(4) When the Series 2026 Projects are completed, all remaining moneys in the Acquisition Fund shall be transferred to the Obligation Fund and applied by the Trustee to the amounts due from the City on the next succeeding Obligation Payment Date, and the Acquisition Fund shall be closed.

(5) Any amount remaining in the Acquisition Fund upon the occurrence of an Indenture Event of Default or a Purchase Agreement Event of Default shall not be disbursed as provided in the Indenture, but shall be immediately transferred to the Obligation Fund and used to pay principal and interest with respect to the New Money Obligations.

* * * * *

Section 7.1. Events of Default. Each of the following is declared an "Indenture Event of Default" under the Indenture:

(a) If payment of any installment of interest on any Obligation is not made in full when the same becomes due and payable;

(b) If payment of the principal or redemption premium, if any, on any Obligation is not made in full when the same becomes due and payable;

(c) If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of all or any part of the interests pledged under the Indenture and such custody or control continues for more than 60 days;

(d) If the City defaults in the due and punctual performance of any other covenant, condition, agreement or provision on its part to be performed as provided in the Indenture or in the Obligations and such default continues for 30 days after the Trustee gives the City [and the Insurer] written notice specifying such default, unless within such 30 days the City commences and diligently pursues in good faith appropriate corrective action to the satisfaction of the Trustee, the Trustee may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than 25 percent in principal amount of the Obligations then Outstanding; or

(e) If any event of default provided by Section 7.1 of the Purchase Agreement occurs.

Section 7.2. Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Indenture Event of Default and in accordance with the Indenture and the Purchase Agreement, the Trustee may, and upon the written request of the Holders of not less than a majority in principal amount of the Obligations Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall, protect and enforce its rights and the rights of the Holders under the Indenture and the Purchase Agreement by such suits, actions or proceedings as the Trustee, being advised by counsel, deems expedient, including but not limited to, an action for the recovery of any amounts due under the Indenture for the breach of the Indenture, and the Trustee may pursue any other remedy afforded by law or in equity, including the remedy of specific performance. The Trustee shall also have those remedies provided pursuant to the Purchase Agreement subject to any limitations on such remedies set forth therein.

(b) Regardless of the happening of an Indenture Event of Default and subject to Section 7.7 of the Indenture, the Trustee, if requested in writing by the Holders of not less than a majority in principal amount of the Obligations then outstanding shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it deems necessary or expedient (i) to prevent any impairment of the security under the Indenture by any acts that may be unlawful or in violation of the Indenture, or (ii) to preserve or protect the interests of the Holders, provided that such request is in accordance with law and the provisions of the Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of the Holders of Obligations not making such request.

Section 7.3. No Acceleration. In no event shall the Trustee have the right to accelerate or cause to become immediately due and payable, or payable in advance of their scheduled maturity dates, any amounts due under the Indenture other than as a result of optional redemption pursuant to the Indenture and then only to the extent of the amount to be so redeemed.

Section 7.4. Application of Revenues and Other Moneys After Default.

(a) During the continuance of an Indenture Event of Default all moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture together with all moneys held by the Trustee pursuant to the Indenture, shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the Obligation Fund, and all amounts held by the Trustee under the Indenture shall be applied as follows provided, that if the amount available shall not be sufficient to pay in full any amount or amounts then due, then to the payment thereof ratably in a manner consistent with Section 3.3 of the Purchase Agreement, according to the amounts due to the Persons entitled thereto, without any discrimination or preference:

First: To the payment of all installments of interest then due (including interest on amounts not paid when due on the Obligations); and

Second: To the payment of the unpaid Principal Installments or redemption price of any Obligations that shall have become due, whether at maturity or by call for redemption, in the order of their due dates.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal of the Obligations to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any unpaid Obligation until such Obligation is presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(c) Whenever all principal of and interest on the Obligations that has become due has been paid under the provisions of the Indenture and all expenses and charges of the Trustee have been paid and the Obligation Fund contains the amounts then required to be credited thereto, any balance remaining shall be paid to the City.

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Section 7.7. Individual Holder Action Restricted.

(a) No Holder of any Obligation shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust or for any remedy under the Indenture except for the right to institute any suit, action or proceeding in equity or at law for the enforcement of the Trustee's duties and powers under the Indenture upon the occurrence of all of the following events:

(i) The Holders of at least a majority in principal amount of Obligations Outstanding have made written request to the Trustee to proceed to exercise the powers granted in the Indenture; and

(ii) Such Holders have offered to indemnify the Trustee as provided in Section 8.2(v) of the Indenture; and

(iii) The Trustee has failed or refused to exercise the duties or powers granted in the Indenture for a period of 60 days after receipt by it of such request and offer of indemnity; and

(iv) During such 60-day period no direction inconsistent with such written request has been delivered to the Trustee by the Holders of a greater majority in principal amount of Obligations then Outstanding.

(b) No one or more Holders of Obligations shall have any right in any manner whatsoever to affect, disturb or prejudice the security thereof or to enforce any right under the Indenture except in the manner provided in the Indenture and for the equal benefit of the Holders of all Obligations Outstanding.

(c) Nothing contained in the Indenture shall affect or impair, or be construed to affect or impair, the right of the Holder of any Obligation (i) to receive payment of the principal of or premium, if any, or interest on such Obligation, as the case may be, on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Holder of any Obligation may institute or prosecute any such suit if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of the Indenture on the moneys, funds and properties pledged under the Indenture for the equal and ratable benefit of all Holders of Obligations.

* * * * *

Section 7.9. Waiver of Indenture Event of Default.

(a) No delay or omission of the Trustee or of the Holder of any Obligations to exercise any right or power accruing upon any Indenture Event of Default shall impair any such fight or power or shall be construed to be a waiver of any such Indenture Event of Default or an acquiescence therein. Every power and remedy given by the Indenture may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive any Indenture Event of Default that in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under, the provisions of the Indenture, or before the completion of the enforcement of any other remedy under the Indenture.

(c) In case of any waiver by the Trustee of an Indenture Event of Default under the Indenture, the City, the Trustee and the Holders shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver shall extend to any subsequent or other Indenture Event of Default. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Indenture Event of Default in accordance with this Section.

* * * * *

Section 8.1. Certain Duties and Responsibilities of Trustee.

(a) Except during the continuance of an Indenture Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture; but in the case of any such certificates or opinions which

are required by any provision of the Indenture or the Purchase Agreement, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of the Indenture or the Purchase Agreement on their face.

(b) In case an Indenture Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.

(c) No provision of the Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection (c) shall not be construed to limit the effect of subsection (a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith and without negligence or willful misconduct by a president or vice-president of the board of directors, the president or vice-president of the executive committee of the board of directors, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any associate or senior associate, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers or, with respect to a particular matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without negligence or in accordance with the direction of, [subject to Section 12.6 of the Indenture, the Insurer or] the Holders of the Outstanding Obligations as provided in the Indenture relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture; and

(iv) no provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Indenture, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment properly to be done by it as the Trustee, without prior assurance of indemnity, and in such case shall be entitled to reimbursement by the City for all reasonable costs, expenses, attorneys' and other fees and expenses, and all other reasonable disbursements, including its own fees and expenses, and for all liability and damages suffered by the Trustee in connection therewith except for the Trustee's negligence or willful misconduct.

(d) Whether or not therein expressly so provided, every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 8.2. Certain Rights of Trustee. Except as otherwise provided in Section 8.1 of the Indenture:

* * * * *

(v) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture or by the Purchase Agreement at the request or direction of any of the Holders pursuant to the Indenture unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

* * * * *

Section 8.6. Removal and Resignation of Trustee.

(a) The Trustee may resign at any time from the trusts created by the Indenture by giving written notice of the resignation to the City and any Paying Agents and by mailing written notice of the resignation to the Holders as their names and addresses appear on the register it maintains with respect to the Obligations at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee. Any such resignation of the Trustee shall also automatically be deemed a resignation by the Trustee as Seller.

(b) The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City and any Paying Agents and signed by (i) the City Representative or (ii) by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Obligations then Outstanding. The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of the Indenture with respect to the duties and obligations of the Trustee by an instrument signed by the City or by any court of competent jurisdiction upon the application of the City, or the Holders of not less a majority in aggregate principal amount of the Obligations then Outstanding under the Indenture. Any removal shall not take effect until a successor Trustee has been appointed. In the event a successor Trustee has not been appointed and qualified within 60 days of the date notice of resignation or removal is given, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

(c) In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the City shall be entitled to appoint a successor Trustee acceptable to the City.

(d) If the Holders of a majority of the principal amount of Obligations then Outstanding object to the successor Trustee so appointed by the City and if such Holders designate another Person qualified to act as the Trustee, the City shall then appoint as the Trustee the Person so designated by the Holders.

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Section 8.8. Trustee's Fees and Expenses.

(a) The Trustee shall be entitled to be paid from time to time reasonable compensation for all services rendered by it under the Indenture; to reimbursement upon request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of the Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith or willful misconduct; and, together with the Trustee's officers, directors, agents and employees, to be indemnified by the City, for, from and against any loss, liability or expense arising out of or in connection with the acceptance or administration of the trust or its duties under the Indenture.

* * * * *

Section 9.1. Supplements not Requiring Consent of Holders. The City acting through the City Representative and the Trustee may, without the consent of or notice to any of the Holders, enter into one or more supplements to the Indenture for one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission in the Indenture or to correct or supplement any provision in the Indenture that is inconsistent with any other provision in the Indenture, or to make any other provisions with respect to matters or questions arising under the Indenture provided such action shall, in the opinion of counsel delivered to the Trustee, not materially adversely affect the interests of the Holders;

(ii) To grant or confer upon the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(iii) To secure additional revenues or provide additional security or reserves for payment of the Obligations or to add a Qualified Reserve Fund Instrument and necessary, related provisions therefor;

(iv) To comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(v) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms of the Indenture;

(vi) To permit Obligations in bearer form if the City and the Trustee receive a Special Counsel's Opinion that such action will not cause the interest on any Obligations to become includible in gross income for purposes of federal income taxes;

(vii) To preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur obligations (specifically not limited to the Obligations) the interest on which is likewise exempt from federal and State income taxes; and

(viii) To adopt procedures for the disclosure of information to Holders and to others in accordance with any guidelines for such purpose promulgated by the American Bankers Association or some other similar national organization, as such guidelines may be made applicable to the Indenture by agreement of the Trustee and the City.

Section 9.2. Supplements Requiring Consent of Holders.

(a) Other than supplements to the Indenture referred to in Section 9.1 of the Indenture and subject to the terms and provisions and limitations contained in the Indenture and not otherwise, the Holders of not less than a majority in principal amount of the Obligations then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the City Representative and the Trustee of such supplement as shall be deemed necessary and desirable by the City and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture; provided, however, nothing in this Section or Section 9.1 of the Indenture shall permit or be construed as permitting a supplement to the Indenture that would:

(i) extend the stated maturity of or time for paying interest on any Obligation or reduce the principal amount of or rate of interest payable on any Obligation without the consent of the Holder of such Obligation;

(ii) prefer or give a priority to any Obligation over any other Obligation without the consent of the Holder of such Obligation;

(iii) reduce the principal amount of Obligations then outstanding the consent of the Holders of which is required to authorize such supplement without the consent of the Holders of all Obligations then Outstanding;

(iv) increase the principal amount of Obligations then Outstanding, the request of the Holders of which is required by Section 7.1(d) of the Indenture, without the consent of the Holders of all Obligations then Outstanding; or

(v) reduce the redemption price of any Obligation upon optional redemption or reduce any period of time prior to commencement of any optional redemption period set forth in Section 3.2 of the Indenture without the consent of the Holder of such Obligation.

(b) If at any time the City requests the Trustee to enter into a supplement pursuant to this Section, the Trustee shall, upon being satisfactorily and specifically indemnified by the City with respect to expenses with respect to such supplement, cause notice of the proposed execution of such supplement to be mailed by first class mail, postage

pre-paid, to all registered Holders of Obligations then Outstanding at their addresses as they appear on the registration books for the Obligations[, and to the Insurer]. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail, or the failure of such Holder to receive, the notice required by this Section, and any such failure shall not affect the validity of such supplement when consented to and approved as provided in this Section. Such notice shall briefly set forth the nature of the proposed supplement and shall state that copies thereof are on file at the office of the Trustee for inspection by all Holders.

* * * * *

Section 9.4. Amendments to Purchase Agreement Not Requiring Consent of Holders. The Trustee may, without the consent of or notice to any of the Holders, consent to and join with the City in the execution and delivery of any amendment, change or modification of the Purchase Agreement that is required (i) by the provisions of the Purchase Agreement; (ii) to cure any ambiguity or formal defect or omission or to correct or supplement any provision of the Purchase Agreement that is inconsistent with any other provision of the Purchase Agreement, or to make any other provisions with respect to matters or questions arising under the Purchase Agreement provided that the modification, in the opinion of counsel delivered to the Trustee under this Section, does not materially adversely affect the interests of the Holders; (iii) to add a Qualified Reserve Fund Instrument so long as any payments with regard to the new Qualified Reserve Fund Instrument are paid no sooner, or in an amount greater, than amounts required to be paid pursuant to Section 3.3(b)(iv) of the Purchase Agreement; (iv) to amend the description of the Series 2026 Property; (v) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur bonds or other obligations (specifically not limited to the Obligations authorized by the Indenture) the interest on which is likewise exempt from federal and State income taxes; and (vi) in connection with any other change in the Purchase Agreement that, in the opinion of counsel delivered to the Trustee, will not materially adversely affect the interests of the Holders or, in the opinion of the Trustee, the Trustee. In executing any amendment to the Purchase Agreement, the Trustee shall be entitled to receive and rely on an Opinion of Counsel stating that such amendment is authorized or permitted under the Indenture and under the Purchase Agreement.

Section 9.5. Amendments to Purchase Agreement Requiring Consent of Holders.

(a) Except for amendments, changes or modification to the Purchase Agreement referred to in Section 9.4 of the Indenture and subject to the terms, provisions and limitations contained in the Indenture and not otherwise, the Trustee may consent to and join with the City in the execution and delivery of any amendment, change or modification to the Purchase Agreement only with the consent of the Holders of not less than a majority in principal amount of Obligations then Outstanding, given as provided in this Section, provided, however, no such amendment, change or modification may affect the obligation of the City to make payments, under the Purchase Agreement or reduce the amount of or extend the time for making such payments without the consent of the Holders of all Obligations then Outstanding.

* * * * *

Section 10.1. Discharge of Indenture.

(a) If payment of all principal of and premium, if any, and interest on all of the Obligations in accordance with their terms and as provided in the Indenture and in the Purchase Agreement is made, or is provided for in accordance with Article X of the Indenture, and if all other sums, if any, payable under the Indenture shall be paid, then the liens, estates and security interests granted by the Indenture shall cease. Thereupon, at the request of the City, and upon receipt by the Trustee of an Opinion of Counsel addressed to the City and the Trustee stating that all conditions precedent to the satisfaction and discharge of the lien of the Indenture have been satisfied, the Trustee shall execute and deliver proper instruments acknowledging such satisfaction and discharging the lien of the Indenture and the Trustee shall transfer all property held by it under the Indenture, other than moneys or obligations held by the Trustee for payment of amounts due or to become due on the Obligations, to the City or such other Person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of the Trustee thereafter to charge and be compensated or reimbursed for services rendered and expenditures incurred in connection with the Indenture.

(b) The City may at any time surrender to the Trustee for cancellation any Obligations previously executed and delivered that the City may have acquired in any manner whatsoever and such Obligations upon such surrender and cancellation shall be deemed to be paid and retired.

Section 10.2. Providing for Payment of Obligations.

(a) Payment of all or any part of the Obligations in authorized denominations may be provided for by the deposit with the Trustee or a Depository Trustee of moneys or Defeasance Obligations that are not redeemable in advance of their maturity dates. Amounts in the Debt Service Reserve Account may be included as part of such deposit only if all of the Series Obligations are to be defeased. The moneys and the maturing principal and interest income on such Defeasance Obligations, if any, shall be sufficient, as evidenced by a certificate of an independent nationally recognized certified public accountant or firm of such accountants, to pay when due the principal or redemption price of and interest on such Obligations. The moneys and Defeasance Obligations shall be held by the Trustee or such Depository Trustee irrevocably in trust for the Holders of such Obligations solely for the purpose of paying the principal or redemption price of and interest on such Obligations as the same shall mature, come due or become payable upon prior redemption, and, if applicable, upon simultaneous direction, expressed to be irrevocable, to the Trustee or such Depository Trustee as to the dates upon which any such Obligations are to be redeemed prior to their respective dates.

* * * * *

(c) If payment of Obligations is so provided for, the Trustee or the Depository Trustee shall mail a notice so stating to each Holder of an Obligation so provided for.

(d) Obligations, the payment of which has been provided for, in accordance with this Section, shall no longer be deemed outstanding under or secured by the Indenture. The obligation in respect of such Obligations shall nevertheless continue but the Holders of those Obligations will thereafter be entitled to payment only from the moneys or Defeasance Obligations deposited with the Trustee or such Depository Trustee to provide for the payment of such Obligations.

(e) No Obligation may be so provided for if, as a result thereof or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on any Obligation is made includible in gross income for purposes of federal income taxes. The Trustee and the City may rely upon a Special Counsel's Opinion to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Obligations.

* * * * *

Section 11.10 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Trustee acknowledges that the Indenture is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated in the Indenture and which provides that the City may within three years after its execution cancel any contract (including the Indenture) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

* * * * *

[Section 12.1. Applicability of Provisions Relating to the Policy and the Insurer. Notwithstanding anything in the Indenture or in the Purchase Agreement to the contrary, the provisions of Article XII of the Indenture shall be applicable and shall supersede any conflicting provisions in the Indenture or in the Purchase Agreement so long as the Policy is in effect or amounts are owed or owing to the Insurer and the Insurer is not in default or contesting its obligations under the Policy; provided that to the extent the Insurer has made any payment of principal of or interest

on the Insured Obligations it shall retain its rights of subrogation under the Indenture and under the Policy and provided, further, to the extent the Insurer has incurred any charges, fees, costs and expenses pursuant to Subsection 3.3(d) of the Purchase Agreement, such amounts shall continue to be due and payable to the Insurer.

* * * * *

Section 12.3 Defeasance.

(a) Only Defeasance Obligations as described in clauses (1), (2) or (3) of the Defeasance Obligations definition in the Indenture, or, subject to the prior written consent of the Insurer, Defeasance Obligations as described in clauses (4) or (5) of the Defeasance Obligations definition in the Indenture, shall be used to effect defeasance of the Insured Obligations unless the Insurer otherwise approves.

* * * * *

Section 12.4 Amendments and Supplements. Any supplemental agreement permitted by Section 9.1 of this Indenture or any supplemental agreement that materially adversely affects the rights and interests of the Insurer or requires the consent of the Holders of the Insured Obligations shall be subject to the prior written consent of the Insurer. In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Obligations or the rights of the Holders of the Insured Obligations, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there was no Policy; provided that, except as expressly set forth in the Indenture, nothing in the Indenture shall be deemed to require the Trustee to make such determination.

* * * * *

Section 12.5 The Insurer as Third-Party Beneficiary. The Insurer is recognized as and shall be deemed to be a third-party beneficiary of the Purchase Agreement and the Indenture.

* * * * *

Section 12.6 Control Rights.

(a) The Insurer shall be deemed to be the Holder of all of the Insured Obligations for purposes of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of Insured Obligations are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and each Insured Obligation, each Holder of the Insured Obligations appoints the Insurer as its agent and attorney-in-fact with respect to the Insured Obligations and agrees that the Insurer may at any time during the continuation of any Insolvency Proceeding direct all matters relating to such Insolvency Proceeding, including, without limitation, (A) all matters relating to any Claim, (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Holder of the Insured Obligations delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Holder of the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Holder of the Insured Obligations for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Holders of the Insured Obligations shall expressly include mandamus. The rights granted to the Insurer under the Indenture or the Purchase Agreement to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Holders of the Insured Obligations, and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Holders of the Insured Obligations or any other person is required in addition to the consent of the Insurer.

(b) The City shall not enter into any interest rate exchange agreement or other rate maintenance agreement secured by and payable from Pledged Revenues without the prior written consent of the Insurer.

(c) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(d) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Indenture Event of Default, Purchase Event of Default or an event which with notice or lapse of time would constitute an Indenture Event of Default or Purchase Event of Default, amounts on deposit in the Improvements Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Insured Obligations.

(e) Notwithstanding satisfaction of the other conditions set forth in Section 4.4 of the Purchase Agreement, no incurrence of Additional Obligations may occur if an Indenture Event of Default or Purchase Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Indenture Event of Default or Purchase Event of Default) exists unless such default shall be cured upon such incurrence unless otherwise permitted by the Insurer.]

* * * * *

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APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

This information concerning DTC and DTC's book-entry system has been obtained from DTC and the City takes no responsibility for the accuracy thereof. The Beneficial Owners (defined below) should confirm this information with DTC or the DTC participants.

DTC will act as securities depository for the Obligations. The Obligations will be executed and delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Obligations certificate will be executed and delivered for each maturity of the Obligations, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and, together with Direct Participants, "Participants"). DTC has a rating of "AA+" from Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Obligation ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Obligations, except in the event that use of the book-entry system for the Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to the Obligations documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Obligations will be made by the Trustee to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the City or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct Participants and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Obligations purchased or tendered through its Participant to the Trustee, and shall effect delivery of such Obligations by causing the Direct Participant to transfer the Participant's interests in the Obligations, on DTC's records, to the Trustee. The requirement for physical delivery of Obligations in connection with an optional tender or mandatory purchase will be deemed satisfied when the ownership rights in the Obligations are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Obligations to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the Trustee or the City. Under such circumstances, in the event that a successor depository is not obtained, Obligation certificates are required to be printed and delivered.

The City may decide to discontinue the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Obligation certificates will be printed and delivered to DTC.

NONE OF THE CITY, THE TRUSTEE OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC, TO DIRECT PARTICIPANTS, OR TO INDIRECT PARTICIPANTS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE OBLIGATIONS UNDER THE INDENTURE; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR INTEREST OR PAYMENT AMOUNT DUE WITH RESPECT TO THE PRINCIPAL OR INTEREST OR PAYMENT AMOUNT DUE WITH RESPECT TO THE OBLIGATIONS; (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE OBLIGATIONS; OR (5) ANY OTHER MATTERS.

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APPENDIX G

FORM OF OPINION OF SPECIAL COUNSEL

[Closing Date]

UMB Bank, n.a.
Phoenix, Arizona

Re: Water and Wastewater System Revenue Obligations, Series 2026 (the "*New Money Obligations*"), and Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "*Refunding Obligations*" and, together with the New Money Obligations, the "*Obligations*"), Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price To Be Paid by the City of Eloy, Arizona, Pursuant to a Series 2026 Purchase Agreement, Dated as of June 1, 2026

We hereby certify that we have examined a transcript of the proceedings relating to the initial execution and delivery of the above-referenced Obligations, comprised of $____,000* principal amount of New Money Obligations and $___,000 principal amount of Refunding Obligations, and fully registered form, dated the date of their initial execution and delivery. The Obligations are being executed and delivered to finance or refinance the costs of certain improvements to the water and wastewater system (the "*System*") serving the City of Eloy, Arizona (the "*City*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion. As to questions of fact material to the opinions expressed herein, we have relied upon, and have assumed due compliance with the provisions of, such documents and have relied upon certifications and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, the use to be made of the proceeds of the Obligations. Reference is made to certifications of, and opinions of counsel to, parties with respect to the existence and powers of such parties to enter into and perform the instruments referred to, the authorization, execution and delivery of such instruments by such parties and such instruments being binding upon and enforceable against such parties; we express no opinion as to such matters.

The Obligations are being executed and delivered pursuant to the Series 2026 Obligation Indenture, dated as of June 1, 2026 (the "*Indenture*"), by and between the City and UMB Bank, n.a., in its capacity as trustee (the "*Trustee*"). Each of the Obligations represents an undivided and proportionate interest in certain obligations of the City pursuant to the Series 2026 Purchase Agreement, dated as of June 1, 2026 (the "*Purchase Agreement*"), by and between the Trustee, in its separate capacity as seller (the "*Seller*"), and the City, as purchaser, pursuant to which the City has agreed to make certain installment purchase payments to the Seller. The Obligations are payable solely, as to both principal and interest, from such installment purchase payments made by the City pursuant to the Purchase Agreement. The City and the Seller have assigned certain of their rights in and benefits from, and of their obligations pursuant to, the Purchase Agreement to the Trustee pursuant to the Indenture.

Based upon the foregoing, we are of the opinion as of this date, which is the date of initial execution and delivery of the Obligations against payment therefor, that:

1. The Indenture, the Purchase Agreement and the Obligations are valid and binding and enforceable in accordance with their terms. The rights of the holders of the Obligations and the enforceability of those rights pursuant to the Obligations as well as the Indenture and the Purchase Agreement may, however, be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights, and the enforcement of those rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

The enforceability of the indemnification provisions in the Purchase Agreement and the Indenture may be affected by applicable securities laws.

2. The obligation of the City for the payment of the installment purchase payments required to be paid by the City pursuant to the provisions of the Purchase Agreement constitute a valid and binding limited, special obligation of the City, payable together with any other obligations issued on parity therewith, solely from and secured solely by a pledge of, a lien on and a security interest in the Pledged Revenues (as defined in the Purchase Agreement), consisting generally of revenues derived by the City from the operation of the System after sufficient funds have been provided for the operation and maintenance expenses of the System. Such payments are not secured by an obligation or pledge of any moneys raised by taxation; the Obligations do not represent or constitute a debt or pledge of the general credit of the City or the State of Arizona and the Purchase Agreement, including the obligation of the City to make the payments required thereunder, does not represent or constitute a debt or pledge of the general credit of the City.

3. (a) Based on the representations and covenants of the City and subject to the assumption stated in the last sentence of this paragraph, under existing statutes, regulations, rulings and court decisions, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the beneficial owners of the Obligations (the "*Interest Portion*"), is excludable from the gross income of the holders thereof for federal income tax purposes and is not treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "*Code*"), on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion is not excluded from the determination of adjusted financial statement income. We express no opinion regarding other federal tax consequences resulting from the receipt or accrual of the Interest Portion on, or ownership or disposition of, the Obligations. The Code includes requirements which the City must continue to meet after the execution and delivery of the Obligations in order that the Interest Portion not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to their date of execution and delivery. The City has covenanted in the Purchase Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. (Subject to the same limitations in the first numbered paragraph hereof as they would relate to such covenants, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed in this paragraph, we have assumed continuing compliance with the tax covenants referred to hereinabove that must be met after the execution and delivery of the Obligations in order that the Interest Portion not be included in gross income for federal tax purposes.

(b) Assuming the Interest Portion is so excludable for federal income tax purposes, the Interest Portion is exempt from income taxation under the laws of the State of Arizona. (We express no opinion regarding other state tax consequences resulting from the receipt or accrual of the Interest Portion on, or disposition or ownership of, the Obligations.)

Our opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

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$__,000,000*
WATER AND WASTEWATER SYSTEM REVENUE OBLIGATIONS, SERIES 2026

$__,000,000*
WATER AND WASTEWATER SYSTEM REVENUE REFUNDING OBLIGATIONS, SERIES 2026

Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid By the CITY OF ELOY, ARIZONA, Pursuant to a Series 2026 Purchase Agreement, Dated as of June 1, 2026

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "*Undertaking*") is executed and delivered by the City of Eloy, Arizona (the "*City*"), in connection with the sale and execution and delivery of $____,000* principal amount of Water and Wastewater System Revenue Obligations, Series 2026 (the "*New Money Obligations*"), and $___,000* principal amount of Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "*Refunding Obligations*" and, together with the New Money Obligations, the "*Obligations*"), Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price To Be Paid by the City of Eloy, Arizona, Pursuant to a Series 2026 Purchase Agreement, Dated as of June 1, 2026, executed and delivered pursuant to the Series 2026 Obligation Indenture, dated as of June 1, 2026 (the "*Indenture*"), by and between the City and UMB Bank, n.a., as trustee (the "*Trustee*"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Final Official Statement" means the Final Official Statement relating to the Obligations, dated May __, 2026.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"GAAP" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"Listed Event" means the occurrence of events set forth in *Exhibit II*.

"Listed Events Disclosure" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Obligations.

"Purchase Agreement" means the Series 2026 Purchase Agreement, dated as of June 1, 2026, by and between the City and the Trustee, in its separate capacity as "Seller."

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Obligations at the time the Obligations are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Obligations.

3. CUSIP Number.

The CUSIP Numbers of the New Money Obligations are as follows:

CUSIP No. (Base _____)	Maturity Date (July 1)

The CUSIP Numbers of the Refunding Obligations are as follows:

CUSIP No. (Base _____)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but in not more than ten (10) business days after the occurrence of the event, its Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Obligation may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Purchase Agreement or the Indenture, and the sole remedy available to such owners of the Obligations under

this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Obligations, as determined by parties unaffiliated with the City (such as the Trustee) or by approving vote of the owners of the Obligations pursuant to the Indenture at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying GAAP to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation; Termination of Undertaking. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance, and shall be payable solely from Pledged Revenues of the System (as such terms are defined in the Indenture and the Purchase Agreement). In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Indenture.

9. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

11. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Obligations, and shall create no rights in any other person or entity.

12. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. The City shall not transfer obligations under the Purchase Agreement unless the transferee agrees to assume all obligations of the City under this Undertaking or to execute an undertaking meeting the requirements of the Rule.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: [Closing Date]

CITY OF ELOY, ARIZONA

By.....
Finance Director

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in TABLES [TO COME] (in each case, actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by March 1 of each year, commencing March 1, 2027. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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APPENDIX I

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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SERIES 2026 OBLIGATION INDENTURE

by and between

CITY OF ELOY, ARIZONA,

and

UMB BANK, N.A.
as Trustee

Dated as of _____ 1, 2026

relating to

$____,000
Water and Wastewater System Revenue
Obligations, Series 2026

$____,000
Water and Wastewater System Revenue
Refunding Obligations, Series 2026

Evidencing Proportionate Interests of the Holders Thereof
in Installment Payments of the Purchase Price to be Paid
by the City of Eloy, Arizona, Pursuant to a
Series 2026 Purchase Agreement,
Dated as of _____ 1, 2026

(This Table of Contents is for informational purposes only and is not to be considered a part of the Series 2026 Obligation Indenture)

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SERIES 2026 OBLIGATION INDENTURE

This SERIES 2026 OBLIGATION INDENTURE, made and entered into as of the 1st day of _____, 2026 (this "*Indenture*"), by and between CITY OF ELOY, ARIZONA, a municipal corporation of the State of Arizona (the "*City*"), and UMB BANK, N.A., a national association authorized to do trust business in the United States of America including in the State of Arizona, as trustee, and any successor to its duties hereunder (the "*Trustee*"),

W ITNESSETH:

WHEREAS, the Trustee, in its capacity as seller (the "*Seller*"), and the City, as purchaser, have entered into a Series 2026 Purchase Agreement, dated as of even date herewith (the "*Purchase Agreement*"), concerning the City's acquisition of the Series 2026 Property (as defined in the Purchase Agreement); and

WHEREAS, for the purpose of obtaining the moneys to acquire the Series 2026 Property, rights of the Seller pursuant to the Purchase Agreement have been assigned and transferred to the Trustee for the purposes hereof, and in consideration of such assignment and the execution hereof, the Trustee shall execute and deliver certain Water and Wastewater System Revenue Obligations, Series 2026 (the "*Series 2026 New Money Obligations*") and Water and Wastewater System Revenue Refunding Obligations, Series 2026 (the "*Series 2026 Refunding Obligations*") Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid by the City of Eloy, Arizona, Pursuant to a Series 2026 Purchase Agreement, dated as of _____ 1, 2026 (together, the "*Series 2026 Obligations*"), each evidencing a proportionate interest in certain rights pursuant to the Purchase Agreement, including the right to receive payment of the Purchase Price (as defined in the Purchase Agreement);

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE FURTHER WITNESSETH: That in order to secure all of the Series 2026 Obligations executed and delivered pursuant hereto, the payment of principal and interest thereon, the rights of the Holders (as defined herein) of the Series 2026 Obligations and the performance and observance of the covenants and conditions contained herein and in the Series 2026 Obligations and the Purchase Agreement, the Trustee shall receive and hold as security for the Holders of the Series 2026 Obligations, and there shall be granted a security interest in and released, assigned, transferred, pledged, mortgaged, granted and conveyed unto the Trustee or any successor to its duties hereunder, the following described property:

A. All rights and interests of the Seller in, under and pursuant to the Purchase Agreement as assigned, mortgaged, hypothecated and pledged pursuant to the Purchase Agreement, provided that the assignment made by this clause shall not include any right to limitation of liability, indemnification of liability, Seller's rights of approval or consent thereunder, or payment or reimbursement of fees, costs or expenses,

B. Amounts on deposit from time to time in the funds and accounts created pursuant hereto subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein and

C. Any and all other real or personal property of any kind from time to time after execution hereof by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Series 2026 Obligations, by the City or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD all said properties assigned, mortgaged, hypothecated and pledged and conveyed by the Seller, including all additional property that by the terms hereof has or may become subject to the encumbrance hereof, unto the Trustee and its successors in trust and its assigns forever, subject, however, to the rights reserved hereunder,

IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Holders from time to time of the Series 2026 Obligations executed and delivered and Outstanding (as defined herein) hereunder, without preference, priority or distinction as to lien or otherwise of any of the Series 2026 Obligations over any other or others of the Series 2026 Obligations to the end that each Holder of the Series 2026 Obligations has the same rights, privileges and lien under and by virtue hereof; and conditioned, however, that if all liabilities, obligations and sums at any time secured hereby shall be well and truly paid, or caused to be paid fully and promptly when due, and all of the covenants, warranties and agreements contained herein shall promptly, faithfully and strictly be kept, performed and observed, then and in such event, this Indenture shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth.

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions. Unless the context otherwise requires, the following words and phrases shall have the following meanings:

"*Acquisition Fund*" means the fund of that name established pursuant to Section 5.9 and held by the Trustee.

"*Authorized Officers*" means officers of the City with the authority to provide Instructions as listed in an incumbency certificate containing specimen signatures of such officers, which certificate shall be amended by the City whenever a person is to be added or deleted from the listing.

"*Bonds Being Refunded*" means, collectively, the City's payment obligations related to a Promissory Note dated September 9, 2005, to the United States Department of Agriculture, Rural Development, the City's Water Revenue Bonds, Project of 1997 (Series A) dated September 15, 2000, and the City's Water Revenue Bonds, Project of 1997 (Series B), dated September 15, 2000.

"*Business Day*" means any day other than (a) a Saturday or Sunday, (b) a day on which banks located in the City of Phoenix, Arizona, and in the city or cities in which the corporate trust office of the Trustee and the Paying Agents are not required or authorized by law or executive order to remain closed, and (c) a day on which the City is required or authorized by law or executive order to remain closed.

"*Certificate of Completion*" means the notice of completion, filed with the Trustee by the City Representative, stating that the Series 2026 Projects have been substantially completed.

"*City Council*" means the City Council of the City.

"*City Representative*" means the City Manager or the Finance Director or any other person at any time designated to act on behalf of the City by written certificate furnished to the Trustee containing the specimen signature of such person and signed by the City Manager, the Finance Director or the designee of either. Such certificate may designate one or more alternates.

"*Claim*" means any claim or enforcement proceeding in connection with an Insolvency Proceeding.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

"*Completion Date*" means the date on which the Certificate of Completion is filed with the Trustee by the City Representative.

"*Debt Service Reserve Account*" means the account of the Obligation Fund created pursuant to Section 5.1.

"*Defeasance Obligations*" means any of the following: (1) cash, (2) non-callable direct obligations of the United States of America (*"Treasuries"*), (3) evidences of ownership of proportionate interest in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) securities eligible for "AAA" defeasance under then-existing criteria of S&P or any combination thereof.

"*Delivery Costs*" means costs and expenses relating to the sale, credit enhancement and execution and delivery of the Series 2026 Obligations, including, but not limited to "out of pocket" expenses and charges, fees and disbursements of counsel, printing expenses and other expenses reasonably incurred by the City and the Trustee in connection with this Indenture and the Purchase Agreement.

"*Delivery Costs Fund*" means the fund of that name created pursuant to Section 5.1.

"*Depository Trustee*" means any financial institution meeting the requirements as a successor Trustee under Section 8.6 that may be designated by the City.

"*DTC*" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"*Electronic Means*" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder and under the Purchase Agreement.

"*Fiscal Year*" means the 12-month period used by the City for its general accounting purposes as the same may be changed from time to time, said fiscal year currently extending from July 1 to June 30.

["*Fitch*" means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the function of a securities rating agency for the type of credit in question, "*Fitch*" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.]

"*Holder*" means the registered owner of any Series 2026 Obligation.

"*Indenture Event of Default*" means any one of those events set forth in Section 7.1.

"*Insolvency Proceeding*" means any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

"*Instructions*" means instructions, including funds transfer instructions.

"*Interest Account*" means the account of the Obligation Fund of that name created pursuant to Section 5.1.

"*Moody's*" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, "*Moody's*" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"*Obligation Fund*" means the fund of that name created pursuant to Section 5.1.

"*Obligation Payment Date*" means each January 1 and July 1, commencing _____ 1, 20__, so long as any Series 2026 Obligations are Outstanding.

"*Opinion of Counsel*" means a written opinion of an attorney or firm of attorneys acceptable to the Trustee and who or which (except as otherwise expressly provided herein or in the Purchase Agreement) may be counsel for the City or the Trustee, provided that such attorney or firm of attorneys may not be an employee of the Trustee.

"*Outstanding*" when used with reference to the Series 2026 Obligations, means, as of any date of determination, all Series 2026 Obligations theretofore executed and delivered except:

(i) Series 2026 Obligations theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Series 2026 Obligations that are deemed paid and no longer Outstanding as provided herein;

(iii) Series 2026 Obligations in lieu of which other Series 2026 Obligations have been executed and delivered pursuant to the provisions hereof relating to Series 2026 Obligations destroyed, stolen or lost, unless evidence satisfactory to the Trustee has been received that any such Series 2026 Obligation is held by a bona fide purchaser; and

(iv) For purposes of any consent or other action to be taken hereunder or under the Purchase Agreement by the Holders of a specified percentage in principal amount of Series 2026 Obligations, Series 2026 Obligations held by or for the account of the City, or any Person controlling, controlled by, or under common control with the City; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of a Holder, only Series 2026 Obligations which the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the corporate trust office described in Section 11.6(a)(i) or any officer to which a corporate trust matter is referred (because of such person's knowledge of and familiarity with the subject) and having direct responsibility for the administration of this Indenture, actually knows to be so held shall be disregarded unless all Series 2026 Obligations are so held, in which case such Series 2026 Obligations shall be considered Outstanding for the purpose of such determination.

"*Paying Agent*" means the banks or trust companies and their successors from time to time designated by the City as the paying agencies or places of payment for the Series 2026 Obligations. The Trustee is designated as the initial Paying Agent for the Series 2026 Obligations.

"*Permitted Investments*" means, to the extent the use of which is not otherwise prohibited by applicable law:

1. A. Cash;

B. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – (SLGs));

C. Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself;

D. Resolution Funding Corp. ("REFCORP") but only the interest component of REFCORP strips which have been stripped by request

to the Federal Reserve Bank of New York in book entry form are acceptable;

E. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P but if, however, the issue is only rated by S&P (i.e., there is no Moody's rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition and

F. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

(i) *U.S. Export-Import Bank* (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership,

(ii) *Farmers Home Administration* (FmHA),

(iii) *Federal Financing Bank*,

(iv) *General Services Administration*
Participation Certificates,

(v) *U.S. Maritime Administration*
Guaranteed Title XI financing and

(vi) *U.S. Department of Housing and Urban Development* (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds;

2. Federal Housing Administration debentures;

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

A. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") Participation Certificates (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date), Senior debt obligations;

B. Farm Credit Banks (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) Consolidated system-wide bonds and notes;

C. Federal Home Loan Banks (FHL Banks) Consolidated debt obligations;

D. Federal National Mortgage Association (FNMA or "Fannie Mae") Senior debt obligations, Mortgage-backed securities (excluded are stripped mortgage securities that are purchased at prices exceeding the portion of their unpaid principal amounts);

E. Financing Corporation (FICO) Debt obligations; and

F. Resolution Funding Corp. (REFCORP) Debt obligations;

4. Bank deposit products, unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated 'A-1' or better by S&P or the highest rating category of Moody's or are fully insured by the Federal Deposit Insurance Corporation (FDIC).

5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC).

6. Commercial paper (having original maturities of not more than 270 days) rated 'A-1+' by S&P and 'Prime-1' by Moody's.

7. Money market mutual funds rated 'AAm' or 'AAm-G' or higher by S&P or having a rating in the highest investment category granted thereby from Moody's, including those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

8. "State Obligations", which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's and 'A' by S&P, or higher, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations that may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase or reverse repurchase agreements: With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase or reverse repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase or reverse repurchase agreements shall be met;

E. The repurchase or reverse repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the City or the Trustee (acting at the direction of the City), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the City or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103 percent or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa2" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Series 2026 Obligations;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Trustee thereby agrees to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Trustee) that such investment agreement is legal, valid,

binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable);

E. the investment agreement shall provide that if during its term:

(i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (a) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (b) repay the principal of and accrued but unpaid interest on the investment; and

(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee, and

F. the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Trustee, be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, and

(ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, as appropriate.

12. Interests in the Local Government Investment Pool established pursuant to Arizona Revised Statutes Section 35-326.

"*Person*" includes an individual, an association, an unincorporated organization, a corporation, a partnership, a joint venture, or a government or agency or political subdivision thereof.

"*Principal Account*" means the account of the Obligation Fund of that name created pursuant to Section 5.1.

"*Principal Installment*" means, for any particular date, the aggregate of the principal amount of Series 2026 Obligations that is due on such date.

"*Prior Registrar*" means, with respect to the Bonds Being Refunded, the registrar and paying agent for the Bonds Being Refunded, or, as applicable, the United States Department of Agriculture, Rural Development or Rural Utilities Service.

"*Project Costs*" means, with respect to the Series 2026 Projects, all architechtural, engineering, soils, survey, archaeology, demolition, construction management fees, development fees, contingencies, reimbursement of capital expenditures relating to the Series 2026 Projects advanced prior to the execution and delivery of the Series 2026 New Money Obligations, all real and personal property deemed necessary by the City, and other related or miscellaneous costs (including premiums for performance and payment bonds) of installation, construction, acquisition, improvement, equipping, and other matters necessary for the Series 2026 Projects and all costs incurred by the Trustee or the city with respect to the transaction to which this Indenture pertains.

"*Qualified Reserve Fund Instrument*" means a letter or line of credit, insurance policy or surety bond that meets the requirements set forth below:

(i) A surety bond or insurance policy issued to the Trustee by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Series 2026 Obligations may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the claims paying ability of the issuer thereof shall be rated at least "AA-" or "Aa3" by S&P or Moody's, respectively, or a lower rating acceptable to the City, provided that any issuer rated below "AA-" or "Aa3" by S&P or Moody's, respectively, will not adversely affect the then-current rating pertaining to the Series 2026 Obligations, if then rated by S&P or Moody's.

(ii) An unconditional irrevocable letter of credit issued to the Trustee, as agent of the Holders of the Series 2026 Obligations, by a bank may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the issuer thereof is rated at least "AA-" by S&P, or a lower rating acceptable to the City, provided that any issuer rated below "AA-" by S&P will not adversely affect the then-current rating pertaining to the Series 2026 Obligations, if then rated by S&P or Moody's. The letter of credit shall be payable in one or more draws upon presentation by the

beneficiary of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the Series 2026 Obligations. The draws shall be payable within two days of presentation of the sight draft. The letter of credit shall be for a term of not less than three years. The issuer of the letter of credit shall be required to notify the City and the Trustee, not later than 24 months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

The letter of credit shall permit a draw in full not less than 14 days prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The Trustee is authorized and directed to draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Debt Service Reserve Account is fully funded in its required amount.

If the expiration date of the letter of credit shall not be extended, the City may deposit in the Debt Service Reserve Account an amount sufficient to cause cash or Permitted Investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such deposit to be paid in equal installments on at least a semiannual basis over the ensuing three years, unless the Qualified Reserve Fund Instrument is replaced by a Qualified Reserve Fund Instrument meeting the requirements in either (i) or (ii) above.

The deposit of any Qualified Reserve Fund Instrument pursuant to this paragraph (ii) shall be subject to the Trustee's receipt of an opinion of counsel of an attorney or firm of attorneys of nationally recognized standing in the related field as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel. In addition, the use of an irrevocable letter of credit shall be subject to the Trustee's receipt of an opinion of counsel of such attorney or firm of attorneys to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against the issuer of the Series 2026 Obligations (or any other account party under the letter of credit).

(iii) The obligation to reimburse the issuer of a Qualified Reserve Fund Instrument for any fees, expenses, claims or draws upon such Qualified Reserve Fund Instrument shall be subordinate to the payment of debt service on the Series 2026 Obligations. The right of the issuer of a Qualified Reserve Fund Instrument to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Debt Service Reserve Account, and subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the Debt Service Reserve Account. The Qualified Reserve Fund Instrument shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended

or terminated for any reason, the right of the issuer of the Qualified Reserve Fund Instrument to reimbursement will be further subordinated to cash replenishment of the Debt Service Reserve Account to an amount equal to the difference between the full original amount available under the Qualified Reserve Fund Instrument and the amount then available for further draws or claims. If (A) the issuer of a Qualified Reserve Fund Instrument becomes insolvent or (B) the issuer of a Qualified Reserve Fund Instrument defaults in its payment obligations thereunder or (C) the claims-paying ability of the issuer of the insurance policy or surety bond falls below a S&P "AA-" or a Moody's "Aa3" (or if the City initially selected a lower rated issuer, the S&P or Moody's rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Series 2026 Obligations, if then rated by S&P or Moody's) or (D) the rating of the issuer of the letter of credit falls below a S&P "AA-" (or if the City initially selected a lower rated issuer, the S&P rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Series 2026 Obligations, if then rated by S&P or Moody's) the obligation to reimburse the issuer of the Qualified Reserve Fund Instrument shall be subordinate to the cash replenishment of the Debt Service Reserve Account.

(iv) If (A) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (B) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below a S&P "AA-" or a Moody's "Aa3" (or if the City initially selected a lower rated issuer, the S&P or Moody's rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Series 2026 Obligations, if then rated by S&P or Moody's) or (C) the rating of the issuer of the letter of credit falls below a S&P "AA-" (or if the City initially selected a lower rated issuer, the S&P rating on such issuer declines from its initial level and such decline adversely affects the then-current rating pertaining to the Series 2026 Obligations, if then rated by S&P or Moody's), the City shall either (1) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or Permitted Investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such amount to be paid over the ensuing five years in equal installments deposited at least semiannually or (2) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in any of (i)-(iii) above within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy is no longer investment grade or (b) the rating of the issuer of the letter of credit is no longer investment grade or (c) the issuer of the Qualified Reserve Fund Instrument defaults in its payment obligations or (d) the issuer of the Qualified Reserve Fund Instrument becomes insolvent, the City shall either (i) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or Permitted Investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such amount to be paid over the ensuing year in equal monthly installments or (ii) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements above, as applicable, within six months of such occurrence.

(v) Where applicable, the amount available for draws or claims under the Qualified Reserve Fund Instrument may be reduced by the amount of cash or Permitted Investments deposited in the Debt Service Reserve Account pursuant to clause (d)(i) of the preceding subparagraph (iv).

(vi) Any amounts owed by the City to the issuer of the Qualified Reserve Fund Instrument as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in any calculation of debt service requirements required to be made pursuant to the Purchase Agreement for any purpose, *e.g.*, Sections 4.2 and 4.4 of the Purchase Agreement.

(vii) The Trustee shall ascertain the necessity for a claim or draw upon the Qualified Reserve Fund Instrument and provide notice to the issuer of the Qualified Reserve Fund Instrument in accordance with its terms not later than three days (or such longer period as may be necessary depending on the permitted time period for honoring a draw under the Qualified Reserve Fund Instrument) prior to each Obligation Payment Date.

(viii) Cash on deposit in the Debt Service Reserve Account shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on the Qualified Reserve Fund Instrument.

(ix) A Qualified Reserve Fund Instrument may not be provided to replace existing cash or Permitted Investments unless the City obtains, and provides to the Trustee, a Special Counsel's Opinion to the effect that such action will not cause the interest on any Series 2026 Obligations to become includible in gross income for purposes of federal income taxes.

"*Rating Agency*" shall mean [Fitch,] Moody's or S&P, or either [any] of them or their replacements as provided in the definition of each.

"*Record Date*" means (i) with respect to any Obligation Payment Date occurring on the first calendar day of any month, the 15th day of the calendar month next preceding that Obligation Payment Date (regardless of whether such 15th day is a Business Day) or (ii) such other date as may be designated pursuant to Section 2.2(c).

"*Reserve Requirement*" means an amount equal to the greatest amount to be paid in any subsequent Fiscal Year of the City with respect to the Series 2026 Obligations; provided, however, that such amount shall not exceed the least of (a) ten percent (10%) of the net proceeds of the Series 2026 Obligations at the time of original delivery, (b) the greatest amount to be paid in any subsequent Fiscal Year of the City with respect to the Series 2026 Obligations or (c) one hundred twenty-five percent (125%) of the average annual debt service.

"*S&P*" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, "*S&P*" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"*Securities Depository*" has the meaning provided in Section 2.8.

"*Series 2026 Insurer*" means _____.

"*Series 2026 Insurer Reimbursment Account*" means _____.

"*Series 2026 Reserve Insurance Agreement*" means _____.

"*Series 2026 Reserve Policy*" means the [surety] issued by [the Series 2026 Insurer] guaranteeing necessary deposits to the Debt Service Reserve Account when due.

"*Special Counsel*" means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"*Special Counsel's Opinion*" means an opinion signed by Special Counsel.

"*State*" means the State of Arizona.

Section 1.2 Interpretation.

(a) Any reference herein to the City Council or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Indenture, unless otherwise specified.

Section 1.3 All Series 2026 Obligations Equally and Ratably Secured; Series 2026 Obligations Not General Obligations of the City. All of the Series 2026 Obligations executed and delivered hereunder and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority, or distinction on account of the date or dates or the actual time or times of the execution and delivery or maturity of the Series 2026 Obligations, so that all Series 2026 Obligations at any time Outstanding hereunder shall have the same right, lien and preference hereunder and shall all be equally and ratably secured hereby. The Series 2026 Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness, a general obligation or a pledge of *ad valorem* property taxes of the City within the meaning of any State constitutional provision or statutory limitation. The Series 2026 Obligations shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit, and the Series 2026 Obligations shall never constitute a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
AUTHORIZATION AND TERMS OF SERIES 2026 OBLIGATIONS

Section 2.1 Authorization of Series 2026 Obligations. The Trustee is hereby authorized and directed, upon receipt of a request in writing from the City Representative, to prepare, execute and deliver the Series 2026 Obligations to, or upon the direction of, Raymond James & Associates, Inc., as the underwriter of the Series 2026 Obligations, in the principal amount of $_____ of Series 2026 New Money Obligations, and in the principal amount of $____ of Series 2026 Refunding Obligations. In no event shall the Series 2026 Obligations be deemed a debt or liability of the Trustee.

Section 2.2 Form, Date and Payment Terms of Series 2026 Obligations.

(a) The Series 2026 Obligations shall be dated the date of their initial execution and delivery, be executed and delivered in denominations of $5,000 of principal each or any integral multiple thereof, and bear interest from the most recent Obligation Payment Date to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the date of their initial execution and delivery. Said interest shall represent the portion of each installment of the Purchase Price designated as interest and coming due during the six-month period preceding each Obligation Payment Date paid pursuant to Section 5.4(i); provided that the first installment shall be for interest from the date of initial execution and delivery of the Series 2026 Obligations to [January 1, 20[27]], but not including [July] 1, 20[26]. The proportionate share of the portion of each installment of the Purchase Price designated as interest with respect to any Series 2026 Obligation shall be computed by multiplying the portion of each installment of the Purchase Price designated as principal with respect to such Series 2026 Obligation by the rate of interest applicable to such Series 2026 Obligation (on the basis of a 360-day year of twelve 30-day months).

(i) The Series 2026 New Money Obligations shall mature on July 1 in the years and amounts and bear interest at rates per annum (calculated on the basis of a 360-day year of twelve 30-day months) as follows:

Year	Principal Amount	Interest Rate

(ii) The Series 2026 Refunding Obligations shall mature on July 1 in the years and amounts and bear interest at rates per annum (calculated on the basis of a 360-day year of twelve 30-day months) as follows:

Year	Principal Amount	Interest Rate

(b) The Series 2026 Obligations shall be executed and delivered only in fully registered form and shall be numbered or otherwise designated in a manner specified by the Trustee so as to distinguish each Series 2026 Obligation from every other Series 2026 Obligation.

(c) Interest on the Series 2026 Obligations shall be payable when due to the Holder in whose name such Series 2026 Obligation is registered at the close of business on the Record Date with respect to each Obligation Payment Date, irrespective of any transfer or exchange of such Series 2026 Obligation subsequent to such Record Date and prior to such Obligation Payment Date, unless there is a default in the payment of interest due on such Obligation Payment Date. In the event of any such default, such defaulted interest shall be payable to the Holder in whose name such Series 2026 Obligation is registered at the close of business on a special Record Date for the payment of such defaulted interest established by notice mailed by the Trustee to the Holders of the Series 2026 Obligations not less than 15 days preceding such special Record Date. Such notice shall be mailed to the Holders in whose name the Series 2026 Obligations are registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer of any Series 2026 Obligation subsequent to the mailing of such notice and on or before the special Record Date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee(s) along with the Series 2026 Obligation(s).

(d) Principal of and redemption premium, if any, and interest on the Series 2026 Obligations shall be payable when due in any coin or currency of the United States of America that is legal tender for the payment of public and private debts. Principal of and redemption premium, if any, on the Series 2026 Obligations shall be payable at the designated corporate trust office of the Trustee upon surrender of the Series 2026 Obligation on or after the maturity date. Payment of interest on the Series 2026 Obligations shall be made by check or draft mailed to the registered address of the Person entitled thereto; except that, upon the written direction of any Holder of not less than $1,000,000 in aggregate principal amount of Series 2026 Obligations (which direction shall remain effective for so long as such Holder owns not less than $1,000,000 in Series 2026 Obligations or until such Holder countermands such written direction in writing), the payment of interest on the Series 2026 Obligations owned by such Holder may be made by wire transfer of immediately available funds to an account located in a bank within the United States pursuant to wire transfer directions issued by such Holder.

(e) Any payment due on any Series 2026 Obligation that is not paid when due shall bear interest at a rate equal to the rate of interest borne on such Series 2026 Obligation, from the date such payment is due until the payment is made. Such interest shall be calculated based upon an assumption of a 360-day year of twelve 30-day months, with such interest compounded semiannually.

Section 2.3 Mutilated, Destroyed, Lost and Stolen Series 2026 Obligations. If (a) any mutilated Series 2026 Obligation is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Series 2026 Obligation, and (b) there is delivered to the Trustee such security or indemnity as the Trustee may require to hold the Trustee harmless, then, in the absence of notice to the Trustee that such Series 2026 Obligation has been acquired by a bona fide purchaser and upon the Holder paying the reasonable expenses of the Trustee and of any security or indemnity obligation required by the Trustee, the Trustee shall execute and deliver, in exchange for such mutilated Series 2026 Obligation or in lieu of such destroyed, lost or stolen Series 2026 Obligation, a new Series 2026 Obligation of like principal amount, date and tenor. If any such mutilated, destroyed, lost or stolen Series 2026 Obligation has become, or will on or before the next Obligation Payment Date become, due and payable, the Trustee may, in its discretion, pay such Series 2026 Obligation when due instead of delivering a new Series 2026 Obligation.

Section 2.4 Execution of Series 2026 Obligations. All Series 2026 Obligations shall be executed by and in the name of the Trustee by manual signature of an authorized representative of the Trustee. If any authorized representative of the Trustee whose signature appears on any Series 2026 Obligation ceases to be such authorized representative before the date of initial execution and delivery of the Series 2026 Obligations, such signature shall nevertheless be effective.

Section 2.5 Registration, Transfer and Exchange of Series 2026 Obligations.

(a) All Series 2026 Obligations executed and delivered hereunder shall be negotiable, subject to the provisions for registration and transfer thereof contained herein or in the Series 2026 Obligations.

(b) So long as any Series 2026 Obligations are Outstanding, the Trustee shall maintain at its offices books for the registration and transfer of Series 2026 Obligations and shall provide for the registration and transfer of any Series 2026 Obligation under such reasonable regulations as the Trustee may prescribe. The Trustee shall act as registrar for purposes of exchanging and registering Series 2026 Obligations in accordance with the provisions hereof.

(c) Each Series 2026 Obligation shall be transferable only upon the registration books maintained by the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any Series 2026 Obligation, the Trustee shall authenticate and deliver, in the name of the transferee, one or more new Series 2026 Obligations, of the same aggregate principal amount and maturity as the surrendered Series 2026 Obligation.

(d) Any Series 2026 Obligation, upon surrender thereof to the Trustee together with written instructions satisfactory to the Trustee, duly executed by the registered Holder or his attorney duly authorized in writing, may, at the option of the registered Holder thereof, be exchanged for Series 2026 Obligations of any other authorized denominations, with an equal aggregate principal amount and the same maturity.

(e) All Series 2026 Obligations surrendered in any exchange or transfer of Series 2026 Obligations shall forthwith be cancelled by the Trustee.

(f) In connection with any such exchange or transfer of Series 2026 Obligations the Holder requesting such exchange or transfer shall as a condition precedent to the exercise of the privilege of making such exchange or transfer remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.6 Persons Deemed Owners. The Person in whose name any Series 2026 Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and premium, if any, and interest or any applicable premium on any Series 2026 Obligation shall be made only to or upon the written order of the registered Holder thereof (subject to provisions in this Indenture regarding the Record Date). Such payment shall be conclusively valid and effectual to satisfy and discharge the liability upon such Series 2026 Obligation to the extent of the amount so paid.

Section 2.7 Non-Presentment of Series 2026 Obligations. In the event any Series 2026 Obligation shall not be presented for payment when the principal thereof and premium, if any, becomes due, either at maturity or otherwise, if moneys sufficient to pay the principal of, premium, if any, and interest on, such Series 2026 Obligation shall have been deposited hereunder for such payment, all liability to the Holder thereof for the payment of such Series 2026 Obligation shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys as provided herein, including specifically Section 10.3, without liability for interest thereon, for the benefit of the Holder of such Series 2026 Obligation, who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Series 2026 Obligation.

Section 2.8 Book-Entry. The Trustee or the City may from time to time enter into, and discontinue, an agreement with a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "Securities Depository"), which is the owner of the Series 2026 Obligations, to establish procedures with respect to the Series 2026 Obligations not inconsistent with the provisions of this Indenture; provided, that, notwithstanding any other provisions of this Indenture, any such agreement may provide that different provisions for notice to the Securities Depository may be set forth herein and that a legend shall appear on each Series 2026 Obligation so long as the Series 2026 Obligations are subject to such agreement. With respect to Series 2026 Obligations registered in the name of a Securities Depository (or its nominee), the Trustee shall not have any obligation to any of its members or participants or to any person on behalf of whom an interest is held in the Series 2026 Obligations. The City has entered into an agreement with DTC and while such agreement is in effect the procedures established therein shall apply to the Series 2026 Obligations

notwithstanding any other provisions of this Indenture to the contrary. As long as DTC is the Securities Depository with respect to the Series 2026 Obligations, the Trustee shall be a "DTC Direct Participant."

ARTICLE III
REDEMPTION OF SERIES 2026 OBLIGATIONS

Section 3.1 Right to Redeem. The Series 2026 Obligations shall be subject to redemption prior to maturity, in any order of maturity, as directed by the City, at such times, to the extent and in the manner provided herein.

Section 3.2 Redemption of Series 2026 Obligations.

(a) *Optional Redemption of the Series 2026 New Money Obligations*. The Series 2026 New Money Obligations maturing on or prior to July 1, 20___, are not subject to optional redemption prior to maturity. The Series 2026 New Money Obligations maturing on and after July 1, 20__, are subject to redemption, at the option of the City, in whole or in part on any date on or after July 1, 20__, in increments of $5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the City, and by lot within a maturity (as provided in Section 3.3 below) by payment of the principal amount of each Series 2026 Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

(b) *Optional Redemption of the Series 2026 Refunding Obligations*.

[Placeholder depending on final terms.]

(c) *Mandatory Redemption of the Series 2026 New Money Obligations*. Principal represented by the Series 2026 New Money Obligations maturing on July 1, 20__ will be subject to mandatory redemption and will be redeemed on July 1 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price equal to the principal amount of the Series 2026 New Money Obligations then called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Series 2026 New Money Obligations due July 1, 20__

Redemption Date (July 1)	Principal Amount

*Maturity

Whenever Series 2026 New Money Obligations subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or delivered to the Trustee for cancellation, the principal amount of the Series 2026 New Money Obligations so retired shall

satisfy and be credited against the mandatory redemption requirements for such Series 2026 New Money Obligations for such years as the City may direct.

(d) *Mandatory Redemption of the Series 2026 Refunding Obligations*.

[Placeholder depending on final terms.]

Section 3.3 Selection of Series 2026 Obligations to be Redeemed. If less than all of the Series 2026 Obligations of the same maturity are to be redeemed upon any redemption of Series 2026 Obligations hereunder, the Trustee shall select the Series 2026 Obligations to be redeemed, from among those of the applicable maturity, by lot. In making such selection, the Trustee shall treat each Series 2026 Obligation as representing that number of Series 2026 Obligations of the lowest authorized denomination as is obtained by dividing the original principal amount of each such Series 2026 Obligation by such minimum denomination.

Section 3.4 Partial Redemption of Series 2026 Obligations. Upon the selection and notice of redemption and the surrender of any Series 2026 Obligation for redemption in part only, the Trustee shall execute and deliver to or upon the written order of the Holder thereof, at the expense of the City, a new Series 2026 Obligation(s) of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Series 2026 Obligation surrendered.

Section 3.5 Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Series 2026 Obligations so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026 Obligations on such date. If on the date fixed for redemption moneys or Defeasance Obligations sufficient for payment of the redemption price and accrued interest on such date are held by the Trustee as provided herein, interest on the Series 2026 Obligations so called for redemption shall cease to accrue, such Series 2026 Obligations shall cease to be entitled to any benefit or security hereunder except the right to receive payment from the moneys or Defeasance Obligations held by the Trustee and the amount of such Series 2026 Obligations so called for redemption shall be deemed paid and no longer Outstanding.

Section 3.6 Notice of Redemption.

(a) Whenever redemption of Series 2026 Obligations is to be made, the Trustee shall give notice of the redemption of such Series 2026 Obligations, which notice shall specify the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2026 Obligations are to be redeemed, the numbers or other distinguishing marks of such Series 2026 Obligations so to be redeemed, including CUSIP numbers, and, in the case of Series 2026 Obligations to be redeemed in part only, such notice shall also specify the respective portions of the principal amounts thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Series 2026 Obligation to be redeemed the redemption price thereof, as appropriate, of such Series 2026 Obligation or the specified portion thereof in the case of a Series 2026 Obligation to be redeemed in part only, together with interest accrued to the redemption date on such Series 2026 Obligations or portion thereof so to be redeemed and that, from and after such

date, the Series 2026 Obligations being redeemed will cease to accrue interest. Notwithstanding the foregoing, no notice of redemption shall be sent unless (i) the Trustee has on deposit sufficient funds to effect such redemption or (ii) the redemption notice states that redemption is contingent upon receipt of such funds prior to the redemption date. Such redemption notices may state that no representation is made as to the correctness or accuracy of the CUSIP numbers printed therein or on the Series 2026 Obligations.

(b) Such notice shall be given by mailing a copy of such notice, first class United States mail postage prepaid, not less than 30 days nor more than 60 days before the redemption date, to all Holders of any Series 2026 Obligations or portions of Series 2026 Obligations that are to be redeemed at their last addresses appearing upon the registry books. Such notice shall be mailed a second time to any Holder of Series 2026 Obligations that have been called for redemption if such Holder has not presented such Series 2026 Obligations for payment of the redemption price within 60 days after the redemption date. Failure to mail any such notice, or a defect in such notice, as to any Series 2026 Obligation shall not affect the validity of the proceedings for the redemption of any other Series 2026 Obligation, and failure to mail such second notice shall not affect the validity of the proceedings for the redemption of any Series 2026 Obligation.

ARTICLE IV
FORM OF SERIES 2026 OBLIGATIONS

The Series 2026 Obligations shall be substantially in the forms set forth in *Exhibit A – 1* and *Exhibit A – 2* hereto with such additions, omissions, insertions and variations as are consistent with the provisions hereof.

ARTICLE V
REVENUES AND FUNDS

Section 5.1 Creation of Funds and Accounts. The Trustee shall create (a) the Obligation Fund, which shall contain the following accounts: (i) the Interest Account, (ii) the Principal Account and (iii) the Debt Service Reserve Account, (b) the Acquisition Fund, and (c) the Delivery Costs Fund. Such funds and accounts shall be held in trust for the benefit of the Holders.

Section 5.2 Application of Series 2026 Obligation Proceeds. The Trustee shall receive $_____, being the proceeds of the sale of the Series 2026 Obligations (including [original/net] issue premium, net of underwriters' discount). The Trustee shall (i) deposit proceeds of the sale of the Series 2026 Obligations in an amount equal to $_____ to the Delivery Costs Fund (consisting of $____ from the proceeds of the Series 2026 New Money Obligations and $_____ from the proceeds of the Series 2026 Refunding Obligations), (ii) transfer proceeds of the sale of the Series 2026 Refunding Obligations in an amount equal to $_____ to the Prior Registrar on the date the Series 2026 Refunding Obligations are executed and delivered for the purpose of refunding and redeeming the Bonds Being Refunded and (iii) deposit the balance of the proceeds of the sale of the Series 2026 New Money Obligations in an amount equal to $____ to the Acquisition Fund. (The Series 2026 Reserve Policy shall be deposited to the credit of the Debt Service Reserve Account.)

Section 5.3 Flow of Funds Into the Obligation Fund. The following payments to the Trustee shall be applied in the following manner:

(i) The Trustee shall deposit to the Interest Account amounts paid pursuant to Section 3.3(b)(ii) of the Purchase Agreement. (Amounts transferred pursuant to Section 5.4(iii)(C) and Section 5.9(c) of this Indenture shall also be deposited into the Interest Account.)

(ii) The Trustee shall deposit to the Principal Account amounts paid pursuant to Section 3.3(b)(iii) of the Purchase Agreement as well as the total of any amounts received for any redemption of Series 2026 Obligations. (Amounts transferred pursuant to Section 5.4(iii)(C) and Section 5.9(c) of this Indenture shall also be deposited into the Principal Account.)

(iii) The Trustee shall deposit to the Debt Service Reserve Account amounts paid pursuant to Section 3.3(b)(iv) of the Purchase Agreement. No deposit need be made into the Debt Service Reserve Account if the amount on deposit therein plus the maximum amount of the Qualified Reserve Fund Instrument contained therein equals the Reserve Requirement.

Section 5.4 Flow of Funds Out of the Obligation Fund. Amounts in the following accounts shall be applied in the following manner:

(i) Amounts in the Interest Account shall be used to pay interest on the Series 2026 Obligations as it becomes due.

(ii) Amounts in the Principal Account shall be used to retire Series 2026 Obligations by payment on their scheduled maturity date, mandatory redemption date or optional redemption date.

(iii) (A) Amounts in the Debt Service Reserve Account shall be used to pay the interest on, or to retire at their scheduled maturity or mandatory redemption date, the Series 2026 Obligations in the event that no other money of the City is available therefor or for the retirement (including by defeasance pursuant to Section 10.2) of all of the Series 2026 Obligations then Outstanding. If and to the extent that money has been deposited in the Debt Service Reserve Account, all such money shall be used (or investments purchased with such money shall be liquidated and the proceeds applied as required) prior to any drawing under a Qualified Reserve Fund Instrument. [If the City shall fail to repay any amounts due pursuant to the Series 2026 Insurance Agreement, the [Insurer] shall be entitled to exercise any and all remedies available at law or under this Indenture other than remedies which would adversely affect the Holders of the Series 2026 Obligations.]

(B) In the event there is insufficient money in the Debt Service Reserve Account available for the payment of principal of and interest on the Series 2026 Obligations, then in that event the Trustee shall ascertain the necessity for a claim upon the Series 2026 Reserve Policy and provide notice to the Series 2026 Insurer in

accordance with the terms of the Series 2026 Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Series 2026 Obligations.

(C) If on July 2 of any year the amount in the Debt Service Reserve Account exceeds an amount equal to the Reserve Requirement and if the City is not then in default under the Purchase Agreement, the Trustee shall withdraw the amount of any such excess from such account and shall apply such amount, first and on a *pro-rata* basis, to pay amounts due with respect to the Qualified Reserve Fund Instrument, including by transferring amounts in the "*reimbursement fund*" established to reimburse the provider of the Qualified Reserve Fund Instrument for any payments made by the provider thereof until the corresponding costs with respect thereto are paid, second, as a deposit to the Interest Account, and third, if the amount in the Interest Account is equal to or greater than the interest due on the Series 2026 Obligations on the next Obligation Payment Date, as a deposit to the Principal Account.

(D) The Trustee is also directed to draw on a Qualified Reserve Fund Instrument in accordance with the terms included in the definition of Qualified Reserve Fund Instrument.

[(iv) Monthly, commencing on the tenth day of the month following a payment made on the Series 2026 Reserve Policy, the Trustee shall deposit in the Series 2026 Insurer Reimbursement Account an amount of money equal to the amount required to reimburse the Series 2026 Insurer for any amounts due pursuant to the Series 2026 Reserve Insurance Agreement. No deposit need be made into the Series 2026 Insurer Reimbursement Account until such time as the Series 2026 Insurer has made a payment under the Series 2026 Reserve Policy. All moneys in the Series 2026 Insurer Reimbursement Account shall be sued and withdrawn by the Trustee solely for the purpose of reimbursing the Series 2026 Insurer for any amounts due pursuant to the Series 2026 Reserve Insurance Agreement.]

Section 5.5 Delivery Costs Fund. Proceeds from the sale of the Series 2026 Obligations, in the amount listed in Section 5.2, shall be deposited in the Delivery Costs Fund. The Trustee shall disburse moneys in the Delivery Costs Fund only upon a requisition signed by the City Representative, substantially in the form attached hereto as *Exhibit D* entitled "*Delivery Costs Requisition*", setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the person or persons to whom such amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund. Amounts remaining in the Delivery Costs Fund after _____ 1, 20__, or such earlier date as the City has notified the Trustee in writing that all Delivery Costs have been paid, shall be transferred to the Obligation Fund and the Delivery Costs Fund shall be closed.

The Trustee shall be responsible for the safekeeping and investment, upon and in accordance with the written direction of the City Representative, of the moneys held in the Delivery Costs Fund in Permitted Investments and the payment thereof in accordance with this Section. Notwithstanding the foregoing, the Trustee shall be entitled to rely conclusively on the requisitions and written orders supplied to it by the City Representative in connection with disbursements made pursuant to this Section.

Section 5.6 Investment of Moneys Held by Trustee.

(a) Moneys in all funds and accounts held by the Trustee shall be invested by the Trustee, as soon as possible upon receipt of immediately available funds at its designated corporate trust office, to the fullest amount possible, in Permitted Investments as directed, in writing, by the City Representative; provided that the maturity date or the date on which such Permitted Investments may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the funds or accounts for which the investments were made will be required for the purposes thereof. In the event no investment direction is given to the Trustee by the City, then the Trustee shall invest moneys in investments described in a money market fund permitted by clause 7 of the definition of Permitted Investments.

(b) Amounts credited to a fund or account may be invested, together with amounts credited to one or more other funds or accounts, in the same Permitted Investment, provided that (i) each such investment complies in all respects with the provisions of subsection (a) of this Section as they apply to each fund or account for which the joint investment is made and (ii) the Trustee maintains separate records for each fund and account and such investments are accurately reflected therein.

(c) The Trustee may make any investment permitted by this Section, through or with its own commercial banking or investment departments, as agent or principal, unless otherwise directed by the City Representative. The Trustee may conclusively rely upon such written direction from the City as to both the suitability and legality of the directed investments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

(d) In computing the amount in any fund or account, Permitted Investments purchased as an investment of moneys therein shall be valued at market. In determining market value of Permitted Investments, the Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

(e) The Trustee shall sell at the best price obtainable, or present for redemption, any Permitted Investment purchased by it as an investment whenever it shall be necessary in order to provide moneys to make any required payment or transfer from the fund or account for which such investment was made.

(f) The City shall not knowingly use or direct or permit the use of any moneys of the City in its possession or control in any manner that would cause any Series 2026 Obligation to be an "arbitrage bond" within the meaning ascribed to such term in section 148 of the Code, or any successor section of the Code. The City shall comply with and take all actions required by any arbitrage or similar certificate and will continue to do so until all such obligations

under such arbitrage or similar certificate have been fulfilled, notwithstanding any satisfaction or discharge of this Indenture.

Section 5.7 Liability of Trustee for Investments. The Trustee shall not be liable for any loss resulting from the making of any investment made in accordance with the provisions hereof, except for its own negligence or willful misconduct.

Section 5.8 Investment Income. Except as otherwise provided herein, interest income and gain received, or loss realized, from investments or moneys in any fund or account shall be credited, or charged, as the case may be, to such respective fund or account.

Section 5.9 Acquisition Fund.

(a) The Trustee shall establish a special trust fund designated as the Acquisition Fund, shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Indenture.

(b) (1) Upon receipt of a duly executed Payment Request Form requesting disbursement from the Acquisition Fund, the Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form for Project Costs within three (3) Business Days following submission of such Payment Request Form. Notwithstanding the foregoing, the Trustee shall apply moneys on deposit in the Acquisition Fund to reimburse the City for any Project Costs incurred or advanced by the City within three (3) Business Days of receipt of a duly executed Reimbursement Request Form. The Trustee has no duty or obligation to confirm that such disbursements constitute Project Costs and may rely conclusively on such Payment Request Form or Reimbursement Request Form without making any independent investigation in connection therewith.

(2) Should any shortfall or deficiency occur in the Acquisition Fund, the City shall immediately pay such amounts to the Trustee in addition to the amounts otherwise due pursuant to the Purchase Agreement.

(3) Prior to drawing on amounts in the Debt Service Reserve Account, amounts in the Acquisition Fund shall be used to pay principal of and interest on the Series 2026 New Money Obligations if insufficient funds are otherwise available to make such payments when due.

(4) On the Completion Date, all remaining moneys in the Acquisition Fund shall be transferred to the Obligation Fund and applied by the Trustee to the amounts due from the City on the next succeeding Obligation Payment Date, and the Acquisition Fund shall be closed.

(5) Any amount remaining in the Acquisition Fund upon the occurrence of an Indenture Event of Default or a Purchase Agreement Event of Default shall not be disbursed as provided in this Section, but shall be immediately transferred to the Obligation Fund and used to pay principal and interest with respect to the Series 2026 New Money Obligations.

ARTICLE VI
CERTAIN COVENANTS

Section 6.1 Payment of Principal and Interest. Subject to the limited liability and sources of payment specified herein, the Series 2026 Obligations shall be promptly paid in the amounts due at the place, on the dates and in the manner provided herein and in said Series 2026 Obligations according to the terms thereof. The amounts due on the Series 2026 Obligations are payable solely from moneys held or received by the Trustee hereunder, all of which are hereby specifically assigned and pledged to such payment in the manner and to the extent specified herein and nothing herein or in the Series 2026 Obligations shall be construed as assigning or pledging any other funds or assets of the City.

Section 6.2 Performance of Covenants. Subject to the limited liability and sources of payment described herein and except to the extent assigned to the Trustee hereunder, the City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided herein, in each and every Series 2026 Obligation executed, authenticated and delivered hereunder and in all proceedings of the City pertaining thereto.

Section 6.3 Instruments of Further Assurance. The City shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as may be reasonably necessary or proper, or as reasonably required by the Trustee, to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Trustee the rights and benefits provided herein for the payment of the principal of and premium, if any, and interest on the Series 2026 Obligations in the manner and to the extent contemplated herein.

Section 6.4 Rights under Purchase Agreement. The Trustee may enforce all rights under the Purchase Agreement for and on behalf of the Holders, whether or not the City is then in default hereunder.

Section 6.5 Protection of Lien. The City shall not make or create or agree to permit to be made or created any assignment or lien on a parity with or having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof except as otherwise specifically provided in the Purchase Agreement. No obligation, the payment of which is secured by property or revenues pledged hereunder, shall be executed and delivered by the City except in lieu of, or upon transfer of registration or exchange of, any Series 2026 Obligation except as provided in the Purchase Agreement.

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following is an "*Indenture Event of Default*":

(a) If payment of any installment of interest on any Series 2026 Obligation is not made in full when the same becomes due and payable;

(b) If payment of the principal or redemption premium, if any, on any Series 2026 Obligation is not made in full when the same becomes due and payable;

(c) If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of all or any part of the interests pledged hereunder and such custody or control continues for more than 60 days;

(d) If the City defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions on its part to be performed as provided herein or in the Series 2026 Obligations and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Trustee, unless within such 30 days the City shall commence and diligently pursue in good faith appropriate corrective action to the satisfaction of the Trustee; the Trustee may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than 25 percent in principal amount of the Series 2026 Obligations then Outstanding; or

(e) If any event of default provided by Section 7.1 of the Purchase Agreement occurs.

Section 7.2 Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Indenture Event of Default and in accordance with Article VII hereof and Article VII of the Purchase Agreement, the Trustee may, and upon the written request of the Holders of not less than a majority in principal amount of the Series 2026 Obligations Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Holders hereunder and the Series 2026 Obligations by such suits, actions or proceedings as the Trustee, being advised by counsel, deems expedient, including but not limited to, an action for the recovery of any amounts due hereunder for the breach of this Indenture, and the Trustee may pursue any other remedy afforded by law or in equity, including the remedy of specific performance. The Trustee shall also have those remedies provided pursuant to Article VII of the Purchase Agreement, subject to any limitations on such remedies set forth in such Article VII.

(b) Regardless of the happening of an Indenture Event of Default and subject to Section 7.7, the Trustee, if requested in writing by the Holders of not less than a majority in principal amount of the Series 2026 Obligations then Outstanding shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it deems necessary or expedient (i) to prevent any impairment of the security hereunder by any acts that may be unlawful or in violation hereof, or (ii) to preserve or protect the interests of the Holders, provided

that such request is in accordance with law and the provisions hereof and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of the Holders of Series 2026 Obligations not making such request.

Section 7.3 No Acceleration. In no event shall the Trustee have the right to accelerate or cause to become immediately due and payable, or payable in advance of their scheduled maturity dates, any amounts due under this Indenture other than as a result of optional redemption pursuant to Article III if this Indenture and then only to the extent of the amount to be so redeemed.

Section 7.4 Application of Revenues and Other Moneys After Default.

(a) During the continuance of an Indenture Event of Default all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article together with all moneys held by the Trustee hereunder shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the Obligation Fund, and all amounts held by the Trustee hereunder shall be applied as follows; provided, that if the amount available shall not be sufficient to pay in full any amount or amounts then due, then to the payment thereof ratably in a manner consistent with Section 3.3 of the Purchase Agreement, according to the amounts due to the Persons entitled thereto, without any discrimination or preference:

First: To the payment of all installments of interest then due (including interest on amounts not paid when due on the Series 2026 Obligations); and

Second: To the payment of the unpaid Principal Installments or redemption price of any Series 2026 Obligations that have become due, whether at maturity or by call for redemption, in the order of their due dates.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal of the Series 2026 Obligations to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any unpaid Series 2026 Obligation until such Series 2026 Obligation is presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(c) Whenever all principal of and interest on the Series 2026 Obligations that has become due has been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and the Obligation Fund contains the amounts then required to be credited thereto, any balance remaining shall be paid to the City.

Section 7.5 Remedies Not Exclusive. No remedy by the terms hereof conferred upon or reserved to the Trustee or the Holders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute on or after the date hereof, to the extent consistent with this Indenture and the Purchase Agreement.

Section 7.6 Remedies Vested in Trustee. Any cause of action (including the right to file proof of claims) hereunder or under any of the Series 2026 Obligations may be enforced by the Trustee, without the possession of any of the Series 2026 Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding may be brought without the necessity of joining as plaintiffs or defendants any Holders of the Series 2026 Obligations. Subject to the provisions of Section 7.4, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Series 2026 Obligations. Nothing in this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Series 2026 Obligations or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

Section 7.7 Individual Holder Action Restricted.

(a) No Holder of any Series 2026 Obligation shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust hereunder or for any remedy hereunder except for the right to institute any suit, action or proceeding in equity or at law for the enforcement of the Trustee's duties and powers hereunder upon the occurrence of all of the following events:

(i) The Holders of at least a majority in principal amount of Series 2026 Obligations Outstanding have made written request to the Trustee to proceed to exercise the powers granted herein; and

(ii) Such Holders have offered to indemnify the Trustee as provided in Section 8.2(v); and

(iii) The Trustee has failed or refused to exercise the duties or powers herein granted for a period of 60 days after receipt by it of such request and offer of indemnity; and

(iv) During such 60 day period no direction inconsistent with such written request has been delivered to the Trustee by the Holders of a greater majority in principal amount of Series 2026 Obligations then Outstanding.

(b) No one or more Holders of Series 2026 Obligations shall have any right in any manner whatsoever to affect, disturb or prejudice the security hereof or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Series 2026 Obligations Outstanding.

(c) Nothing contained herein shall affect or impair, or be construed to affect or impair, the right of the Holder of any Series 2026 Obligation (i) to receive payment of the principal of or premium, if any, or interest on such Series 2026 Obligation, as the case may be, on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Holder of any Series 2026 Obligation may institute or prosecute any such suit or enter judgment therein if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien hereof on the moneys, funds and properties pledged hereunder for the equal and ratable benefit of all Holders of Series 2026 Obligations.

Section 7.8 Termination of Proceedings. In case any proceeding taken on account of an Indenture Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Holders, then the City, the Trustee and the Holders shall be restored to their former positions and rights hereunder, and all rights and powers of the Trustee and the Holders shall continue as if no such proceeding had been taken.

Section 7.9 Waiver of Event of Default.

(a) No delay or omission of the Trustee or of any Holder of the Series 2026 Obligations to exercise any right or power accruing upon any Indenture Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Indenture Event of Default or an acquiescence therein. Every power and remedy given by this Article may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive in writing any Indenture Event of Default that in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) In case of any waiver by the Trustee of an Indenture Event of Default hereunder, the City, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Indenture Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Indenture Event of Default in accordance with this Section.

Section 7.10 Notice of Default.

(a) Within 30 days after (i) the occurrence of an Indenture Event of Default under Section 7.1(a) or (b) of which the Trustee is deemed to have notice, or (ii) receipt by the Trustee of actual knowledge or written notice of an Indenture Event of Default under Section 7.1(c), (d) or (e), the Trustee shall, unless such Indenture Event of Default has been cured, give written notice thereof by first class mail to each Holder of a Series 2026 Obligation then Outstanding, provided that, except in the case of a default in the payment of Principal Installments or the redemption price of or interest on any of the Series 2026 Obligations, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Holders.

(b) The Trustee shall immediately notify the City of (i) the occurrence of an Indenture Event of Default under Section 7.1(a) or (b) and (ii) when the Trustee has received actual knowledge or written notice of an Indenture Event of Default under Section 7.1(c), (d) or (e).

Section 7.11 Limitation of Liability.

(a) Except for the payment of amounts pursuant to the Purchase Agreement when due and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Holders with respect to this Indenture or the terms, execution, delivery or transfer of the Series 2026 Obligations, or the distribution of applicable portions of the Purchase Price to the Holders by the Trustee.

(b) The City shall not have any obligation or liability to any of the other parties or to the Holders with respect to the performance by the Trustee of any duty imposed upon it under this Indenture; nor shall the Trustee have any obligation or liability to any of the other parties or to the Holders with respect to the performance by the City of any duty imposed upon it under this Indenture.

Section 7.12 Limitations on Remedies. It is the purpose and intention of this Article to provide rights and remedies to the Trustee and Holders that may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Holders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and, to the extent consistent with the provisions of this Indenture, by law.

ARTICLE VIII
THE TRUSTEE

Section 8.1 Certain Duties and Responsibilities of Trustee.

(a) Except during the continuance of an Indenture Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions that are required by any provision hereof or of the Purchase Agreement, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Indenture or the Purchase Agreement on their face.

(b) In case an Indenture Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture,

and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith and without negligence or willful misconduct by a president or vice-president of the board of directors, the president or vice-president of the executive committee of the board of directors, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the controller and any assistant controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers or, with respect to a particular matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without negligence or in accordance with the direction of the Holders of the Outstanding Series 2026 Obligations as provided herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment properly to be done by it as the Trustee, without prior assurance of indemnity, and in such case shall be entitled to reimbursement by the City for all reasonable costs, expenses, attorneys' and other fees and expenses, and all other reasonable disbursements, including its own fees and expenses, and for all liability and damages suffered by the Trustee in connection therewith except for the Trustee's negligence or willful misconduct.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 8.2 Certain Rights of Trustee. Except as otherwise provided in Section 8.1:

(i) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or

document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) Any request or direction of the City mentioned herein shall be sufficiently evidenced by a certificate of the City Representative, and any action of the City Council of the City may be sufficiently evidenced by a copy of a resolution certified by the Clerk or Assistant Clerk of the City to have been duly adopted by the City Council of the City and to be in full force and effect on the date of such certification and delivered to the Trustee.

(iii) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate of the City Representative.

(iv) The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(v) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or by the Purchase Agreement at the request or direction of any of the Holders pursuant to this Indenture unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(vi) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, direction, consent, order, obligation, promissory note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(vii) The Trustee may engage agents and attorneys to assist it in executing any of the trusts or powers hereunder or performing any duties hereunder and shall not be liable for the negligence or misconduct of such agents and attorneys so long as the Trustee exercises due care in the selection thereof.

(viii) The Trustee shall not be responsible for the recording or filing of any documents relating to the Purchase Agreement or this Indenture.

(ix) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(x) In acting or omitting to act as Trustee and Seller pursuant to the Purchase Agreement, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Indenture, including, but not limited to, this Article 8.

(xi) In no event shall the Trustee be liable for incidential, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Indenture for the existing, furnishing or use of the Series 2026 Property.

Section 8.3 Employment of Experts. The Trustee is authorized to employ as its agents such attorneys at law, certified public accountants and recognized authorities in their fields (who are not employees of the Trustee), as it reasonably may deem necessary to assist it to carry out any of its obligations hereunder, and shall be reimbursed by the City for all reasonable expenses and charges in so doing.

Section 8.4 Enforcement of Performance by Others. Except as provided in Section 8.1 or otherwise specifically provided herein, it shall not be the duty of the Trustee to see that any duties and obligations herein imposed upon the City are performed.

Section 8.5 Right to Deal in Series 2026 Obligations and Take Other Actions. The Trustee may in good faith buy, sell or hold and deal in any Series 2026 Obligations with like effect as if it were not such Trustee and may commence or join in any action that a Holder is entitled to take with like effect as if the Trustee were not the Trustee. It is understood and agreed that the Trustee engages in a general banking business and no provision hereof or of the Purchase Agreement is to be construed to limit or restrict the right of the Trustee to engage in such business with the City or any Holder. So engaging in such business shall not, in and of itself, and so long as the Trustee duly performs all of its duties as required hereby and by the Purchase Agreement, constitute a breach of the standard of care on the part of the Trustee, but neither shall engaging in such business abrogate, alter or diminish any duty or obligation of the Trustee as Trustee hereunder.

Section 8.6 Removal and Resignation of Trustee.

(a) The Trustee may resign with 30 days' written notice to the City from the trusts created hereby by giving written notice of the resignation to the City and any Paying Agents and by mailing written notice of the resignation to the Holders as their names and addresses appear on the register it maintains with respect to the Series 2026 Obligations at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee. Any such resignation of the Trustee shall also automatically be deemed a resignation by the Trustee as Seller.

(b) The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City and any Paying Agents and signed by (i) the City Representative or (ii) by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Series 2026 Obligations then Outstanding. The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the

Trustee by an instrument signed by the City or by any court of competent jurisdiction upon the application of the City, or the Holders of not less a majority in aggregate principal amount of the Series 2026 Obligations then Outstanding under this Indenture. Any removal shall not take effect until a successor Trustee has been appointed. In the event a successor Trustee has not been appointed and qualified within 60 days of the date notice of resignation or removal is given, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

(c) In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the City shall be entitled to appoint a successor Trustee acceptable to the City.

(d) If the Holders of a majority of the principal amount of Series 2026 Obligations then Outstanding object to the successor Trustee so appointed by the City and if such Holders designate another Person qualified to act as the Trustee, the City shall then appoint as the Trustee the Person so designated by the Holders.

(e) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do trust business in the State and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least $200,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(f) Every successor Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing, accepting such appointment hereunder, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, power and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

(g) Each successor Trustee, not later than ten days after its assumption of the duties hereunder, shall mail a notice of such assumption to each Holder of a Series 2026 Obligation.

(h) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee without the execution or filing of any paper or any further act, provided such company shall be eligible as a successor Trustee under this Indenture.

Section 8.7 Proof of Claim. The Trustee shall have the right and power to take actions in the name and place of the City or the Holders to make proof of claim in any proceeding, bankruptcy, reorganization or otherwise where proof of claim may be required. Any amount recovered as a result of any such claim, after payment of all fees (including reasonable attorneys' fees), costs, expenses and advances incurred by the Trustee or its agents in pursuing such claim, shall be for the equal benefit of all of the Holders.

Section 8.8 Trustee's Fees and Expenses.

(a) The Trustee shall be entitled to be paid from time to time reasonable compensation for all services rendered by it hereunder; to reimbursement upon request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith or willful misconduct; and, together with the Trustee's officers, directors, agents and employees to be indemnified by the City, for, from and against any loss, liability, claim, suit, cost, judgment, damages or expense (including without limitation legal fees and expenses) arising out of or in connection with the acceptance or administration of this trust or its duties under this Indenture, the Purchase Agreement and any other document or transaction contemplated in connection with this Indenture or the Purchase Agreement. The Trustee's right to indemnity shall not extend to claims, suits and actions successfully brought against the Trustee for, or losses, liabilities or expenses incurred as a result of the Trustee's own negligence, bad faith or willful misconduct. In the event any action or proceeding is instituted or pending against the Trustee by reason of or in connection with the acceptance or administration of this trust or the Trustee's duties hereunder, the City may, at its election, assume the defense of any such action or proceeding with counsel satisfactory to the Trustee. If any such action or proceeding includes any claims alleging the Trustee's own negligence, bad faith or willful misconduct, the Trustee shall be liable for the expenses (including reasonable attorneys' fees), if any, of the City in connection with assuming the defense of such action or proceeding if it is determined by a final judgment of a court of competent jurisdiction that the Trustee is not entitled to be indemnified as authorized in this Section. Any settlement of any such action or proceeding shall not, of itself, create a presumption as to the merits of any claims alleging the Trustee's own negligence, bad faith or willful misconduct. The Trustee's rights to compensation, reimbursement and indemnity while serving as Trustee hereunder shall survive resignation or removal of the Trustee or discharge of this Indenture.

(b) Any provision hereof to the contrary notwithstanding, if the City fails, within 30 days of receiving an itemized invoice and back-up documentation, to make any payment properly due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties, the Trustee may reimburse itself from any moneys on hand in any fund or account created pursuant hereto not needed for the next upcoming payment of principal of or interest on the Series 2026 Obligations and from amounts in the Debt Service Reserve Account that are in excess of the Reserve Requirement.

Section 8.9 Destruction of Series 2026 Obligations. Upon payment of or surrender to the Trustee for cancellation of any Series 2026 Obligation, the Trustee shall destroy such Series 2026 Obligation.

Section 8.10 Reports; Records. The Trustee shall quarterly, or at such other intervals as the Trustee and the City shall from time to time agree upon (but in no event more frequently than monthly), prepare and submit to the City reports covering all moneys received and all payments, expenditures and investments made as the Trustee hereunder since the last previous such report. The Trustee's records shall be kept in accordance with corporate trust industry standards and shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours.

Section 8.11 Separate or Co-Trustee.

(a) At any time or times, solely for the purpose of meeting any legal requirements of any jurisdiction other than the State, the City and the Trustee shall have power to appoint, and, upon the request of the Trustee or of the Holders of at least a majority in principal amount of Series 2026 Obligations then Outstanding and the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons, approved by the Trustee and, unless an Indenture Event of Default has occurred and is continuing, reasonably acceptable to the City, either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the pledged property, or to act as separate trustee or separate trustees of all or any part of the pledged property, and to vest in such Person or Persons, in such capacity, such title to the pledged property or any part thereof, and such rights, powers, duties, trusts or obligations as the City and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

(b) If the City fails to join in such appointment within 30 days after the receipt by it of a request to do so, or if an Indenture Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

(c) The City shall execute, acknowledge and deliver all such instruments as may reasonably be required by any such co-trustee or separate trustee for more fully and certainly vesting in such co-trustee or separate trustee the property, rights, powers and duties intended to be vested in such co-trustee or separate trustee.

(d) Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(i) The Series 2026 Obligations shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations hereby conferred upon the Trustee in respect to the custody, control and management of moneys, papers, securities and other personal property shall be exercised, solely by the Trustee.

(ii) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee

or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(iii) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee and such co-trustee or separate trustee shall abide by such request.

(iv) Any co-trustee or separate trustee may, to the extent permitted by law, delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(v) The Trustee may at any time, by any instrument in writing, with the concurrence of the City, accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an Indenture Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee. Upon the request of the Trustee, the City shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(vi) No Trustee or any Paying Agent hereunder shall be personally liable by reason of any act or omission of any other trustee or paying agent hereunder, nor will the act or omission of any trustee or paying agent hereunder be imputed to any other trustee or paying agent.

(vii) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(viii) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

(e) Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) with such title to the pledged property or any part thereof, and with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment subject to all the terms hereof. Every such acceptance shall be filed with the Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing signed by the Trustee and any co-trustee or separate trustee, constitute the Trustee, its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its or his behalf and in its or his name.

(f) In case any co-trustee or separate trustee shall dissolve, cease to exist, become incapable of acting, resign or be removed, the title to the pledged property, and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 8.12 Recitals and Representations.

(a) The recitals, statements and representations contained herein, or in any Series 2026 Obligation (excluding the Trustee's authentication on the Series 2026 Obligations or any recitals or representations concerning the Trustee or its powers) shall not be taken or construed as made by the Trustee, and the Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

(b) The Trustee makes no representation as to, and is not responsible for, the validity or sufficiency hereof, of the Series 2026 Obligations, or the validity or sufficiency of insurance to be provided, if any, or, except as herein required, the filing or recording or registering of any document. In the absence of its own bad faith, willful misconduct or negligence, the Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the validity or sufficiency of such document. The Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof. Except as to defaults described in Sections 7.1(a) and (b) of which the Trustee is deemed to have notice, the Trustee shall have no duty of inquiry with respect to any default or Event of Default described herein and shall not be deemed to have notice of any default or Event of Default unless the Trustee has actual knowledge thereof or receives written notice of a default or an Indenture Event of Default from any Holder.

(c) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure or sales material prepared or distributed in connection with the execution and delivery of the Series 2026 Obligations.

ARTICLE IX
SUPPLEMENTS TO INDENTURE AND AMENDMENTS TO PURCHASE AGREEMENT

Section 9.1 Supplements Not Requiring Consent of Holders. The City acting through the City Representative and the Trustee may, without the consent of or notice to any of the Holders, enter into one or more supplements to this Indenture for one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder provided such action shall, in the opinion of counsel delivered to the Trustee under Section 9.3(a), not materially adversely affect the interests of the Holders;

(ii) To grant or confer upon the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(iii) To secure additional revenues or provide additional security or reserves for payment of the Series 2026 Obligations or to add a Qualified Reserve Fund Instrument and necessary, related provisions therefor;

(iv) To comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(v) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms of Section 8.6 and Section 8.11;

(vi) To permit Series 2026 Obligations in bearer form if the City and the Trustee receive a Special Counsel's Opinion that such action will not cause the interest on any Series 2026 Obligations to become includible in gross income for purposes of federal income taxes;

(vii) To preserve the exclusion of the interest on the Series 2026 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur obligations (specifically not limited to the Series 2026 Obligations authorized hereby) the interest on which is likewise exempt from federal and State income taxes and

(viii) To adopt procedures for the disclosure of information to Holders and to others in accordance with any guidelines for such purpose promulgated by the American Bankers Association or some other similar national organization, as such guidelines may be made applicable to this Indenture by agreement of the Trustee and the City.

Section 9.2 Supplements Requiring Consent of Holders.

(a) Other than supplements referred to in Section 9.1 and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Holders of not less than a majority in principal amount of the Series 2026 Obligations then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the City Representative and the Trustee of such supplement as shall be deemed necessary and desirable by the City and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular respect, any of the terms or provisions contained herein; provided, however, nothing in this Section or Section 9.1 shall permit or be construed as permitting a supplement that would:

(i) extend the stated maturity of or time for paying interest on any Series 2026 Obligation or reduce the principal amount of or rate of interest payable on any Series 2026 Obligation without the consent of the Holder of such Series 2026 Obligation;

(ii) prefer or give a priority to any Series 2026 Obligation over any other Series 2026 Obligation without the consent of the Holder of such Series 2026 Obligation;

(iii) reduce the principal amount of Series 2026 Obligations then Outstanding, the consent of the Holders of which is required to authorize such Supplement, without the consent of the Holders of all Series 2026 Obligations then Outstanding;

(iv) increase the principal amount of Series 2026 Obligations then Outstanding, the request of the Holders of which is required by Section 7.1(d), without the consent of the Holders of all Series 2026 Obligations then Outstanding; or

(v) reduce the redemption price of any Series 2026 Obligation upon optional redemption or reduce any period of time prior to commencement of any optional redemption period set forth in Section 3.2 without the consent of the Holders of such Series 2026 Obligation.

(b) If at any time the City requests the Trustee to enter into a Supplement pursuant to this Section, the Trustee shall, upon being satisfactorily and specifically indemnified by the City with respect to expenses with respect to such Supplement, cause notice of the proposed execution of such Supplement to be mailed by first class mail, postage pre-paid, to all registered Holders of Series 2026 Obligations then Outstanding at their addresses as they appear on the registration books provided for in this Indenture. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail, or the failure of such Holder to receive, the notice required by this Section, and any such failure shall not affect the validity of such Supplement when consented to and approved as provided in this Section. Such notice shall briefly set forth the nature of the proposed Supplement and shall state that copies thereof are on file at the office of the Trustee for inspection by all Holders.

(c) If within such period as shall be prescribed by the City, following the mailing of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the Holders of not less than the principal amount or number of Series 2026 Obligations Outstanding specified in subsection (a) for the Supplement in question which instrument or instruments shall refer to the proposed Supplement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee and the City may execute such Supplement in substantially such form, without liability or responsibility to any Holder of any Series 2026 Obligation, whether or not such Holder shall have consented thereto.

(d) Any such consent shall be binding upon the Holder of the Series 2026 Obligation giving such consent and upon any subsequent Holder of such Series 2026 Obligation and of any Series 2026 Obligation executed and delivered in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Series 2026 Obligation giving such consent or by a subsequent Holder thereof by filing with the Trustee, prior to the execution by the Trustee of such Supplement, such revocation. At any time after the Holders of the required principal amount or number of Series 2026 Obligations shall have filed their consents to the Supplement, the Trustee shall make

and file with the City a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(e) If the Holders of the required amount or number of the Series 2026 Obligations Outstanding shall have consented to and approved the execution of such Supplement as herein provided, no Holder of any Series 2026 Obligation shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

(f) S&P and Moody's [and Fitch], if maintaining a rating on the Series 2026 Obligations, shall be provided a copy of any proposed supplement or any amendment to the Purchase Agreement at least 15 days prior to the execution of such Supplement or amendment.

Section 9.3 Execution and Effect of Supplements.

(a) In executing any Supplement permitted by this Article, the Trustee and the City shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such Supplement is authorized or permitted by this Indenture and complies with the terms hereof. The Trustee may but shall not be obligated to enter into any such Supplement that affects the Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Supplement in accordance with this Article, the provisions hereof shall be modified in accordance therewith and such Supplement shall form a part hereof for all purposes and every Holder of a Series 2026 Obligation theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(c) Any Series 2026 Obligation authenticated and delivered after the execution and delivery of any Supplement in accordance with this Article may, and if required by the Trustee shall, bear a notation in a form approved by the Trustee as to any matter provided for in such Supplement. The Trustee may execute and deliver new Series 2026 Obligations modified to conform, in the opinion of the Trustee, to any such Supplement in exchange for and upon surrender of Series 2026 Obligations then Outstanding upon receipt of a Special Counsel's Opinion to the effect that such action will not cause the interest on any Series 2026 Obligations to become includible in gross income for purposes of federal income taxes.

Section 9.4 Amendments to Purchase Agreement Not Requiring Consent of Holders. The Trustee may, without the consent of or notice to any of the Holders, consent to and join with the City in the execution and delivery of any amendment, change or modification of the Purchase Agreement that is required (i) by the provisions thereof; (ii) to cure any ambiguity or formal defect or omission therein or to correct or supplement any provision therein which may be inconsistent with any other provision therein, or to make any other provisions with respect to matters or questions arising thereunder provided such action shall, in the opinion of counsel delivered to the Trustee under this Section, not materially adversely affect the interests of the Holders; (iii) to add a Qualified Reserve Fund Instrument so long as any payments with regard to the new Qualified Reserve Fund Instrument are paid no sooner, or in an amount greater, than

amounts required to be paid pursuant to Section 3.3(b)(iv) of the Purchase Agreement; and (iv) to amend the description of the Series 2026 Property; (v) to preserve the exclusion of the interest on the Series 2026 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur bonds or other obligations (specifically not limited to the Series 2026 Obligations authorized hereby) the interest on which is likewise exempt from federal and State income taxes; and (vi) in connection with any other change in the Purchase Agreement, which in the opinion of counsel delivered to the Trustee will not materially adversely affect the interests of the Holders or, in the opinion of the Trustee, the Trustee. In executing any amendment to the Purchase Agreement, the Trustee shall be entitled to receive and rely on an Opinion of Counsel stating that such amendment is authorized or permitted under this Indenture and under the Purchase Agreement and complies with the terms hereof and of the Purchase Agreement.

Section 9.5 Amendments to Purchase Agreement Requiring Consent of Holders.

(a) Except for amendments, changes or modification to the Purchase Agreement referred to in Section 9.4 hereof and subject to the terms, provisions and limitations contained in this Article and not otherwise, the Trustee may consent to and join with the City in the execution and delivery of any amendment, change or modification to the Purchase Agreement only upon the consent of the Holders of not less than a majority in principal amount of Series 2026 Obligations then Outstanding, given as provided in this Section; provided, however, no such amendment, change or modification may affect the obligation of the City to make payments under the Purchase Agreement or reduce the amount of or extend the time for making such payments without the consent of the Holders of all Series 2026 Obligations then Outstanding.

(b) If at any time the City shall request the consent of the Trustee to any such amendment, change or modification to the Purchase Agreement, the Trustee shall, upon being satisfactorily indemnified by the City with respect to expenses, cause notice of the proposed amendment, change or modification to be given in the same manner as provided in Section 9.2 with respect to Supplements hereto. Such notice shall briefly set forth the nature of the proposed amendment, change or modification and shall state that copies thereof are on file at the office of the Trustee for inspection by all Holders.

(c) If the consent to and approval of the execution of such amendment, change or modification is given by the Holders of not less than the aggregate principal amount or number of Series 2026 Obligations specified in subsection (a) within the time and in the manner provided by Section 9.2 with respect to Supplements hereto, but not otherwise, such amendment, change or modification may be consented to, executed and delivered upon the terms and conditions and with like binding effect upon the Holders as provided in Section 9.2 and Section 9.3 with respect to Supplements hereto.

ARTICLE X
SATISFACTION AND DISCHARGE

Section 10.1 Discharge.

(a) If payment of all principal of and premium, if any, and interest on all of the Series 2026 Obligations in accordance with their terms and as provided herein and in Section 3.7 of the Purchase Agreement is made, or is provided for in accordance with this Article, and if all other sums, if any, payable hereunder shall be paid, then the pledges, liens, estates and security interests granted hereby shall cease. Thereupon, at the request of the City, and upon receipt by the Trustee of an Opinion of Counsel addressed to the City and the Trustee stating that all conditions precedent to the satisfaction and discharge of the lien hereof have been satisfied, the Trustee shall execute and deliver proper instruments (prepared and provided to the Trustee by or on behalf of the City) acknowledging such satisfaction and discharging the lien hereof and the Trustee shall transfer all property held by it hereunder, other than moneys or obligations held by the Trustee for payment of amounts due or to become due on the Series 2026 Obligations, to the City or such other Person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of the Trustee thereafter to charge and be compensated or reimbursed for services rendered and expenditures incurred in connection herewith.

(b) The City may at any time surrender to the Trustee for cancellation any Series 2026 Obligations previously executed and delivered that the City may have acquired in any manner whatsoever and such Series 2026 Obligations upon such surrender and cancellation shall be deemed to be paid and retired.

Section 10.2 Providing for Payment of Series 2026 Obligations.

(a) Payment of all or any part of the Series 2026 Obligations in authorized denominations may be provided for by the deposit with the Trustee or a Depository Trustee of moneys and/or Defeasance Obligations that are not redeemable in advance of their maturity dates. Amounts in the Debt Service Reserve Account may be included as part of such deposit only if all of the Series 2026 Obligations are to be defeased. If moneys are deposited for such purposes, such moneys, together with amounts then on deposit with the Trustee and available for paying the principal or redemption price of and accrued interest on the Series 2026 Obligations, shall be fully sufficient to pay when due the principal or redemption price of and accrued interest on such Series 2026 Obligations. If moneys and Defeasance Obligations are deposited, the moneys and the maturing principal of and interest income on such Defeasance Obligations shall be sufficient, as evidenced by a certificate of an independent nationally recognized certified public accountant or firm of such accountants, to pay when due the principal or redemption price of and interest on such Series 2026 Obligations. The moneys and Defeasance Obligations shall be held by the Trustee or the Depository Trustee irrevocably in trust for the Holders of such Series 2026 Obligations solely for the purpose of paying the principal or redemption price of and interest on such Series 2026 Obligations as the same shall mature, come due or become payable upon redemption, and, if applicable, upon simultaneous direction, expressed to be irrevocable to the Trustee or Depository Trustee as to the dates upon which any such Series 2026 Obligations are to be redeemed prior to their respective dates.

(b) Notwithstanding the foregoing, no deposit under subsection (a) above shall be deemed a payment of such Series 2026 Obligation as aforesaid until the earlier of: (i) proper notice of redemption of such Series 2026 Obligation shall have been given in accordance with the provisions of Section 3.6 hereof or, in the event said Series 2026 Obligation is not to be redeemed within the next succeeding sixty (60) days, until the City shall have given the Trustee irrevocable instructions in form satisfactory to the Trustee, to notify, as soon as practicable, the Holder of such Series 2026 Obligation in accordance with Section 3.6 hereof, that the deposit required by subsection (a) above has been made with the Trustee and that said Series 2026 Obligation is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption price, if any, on said Series 2026 Obligation, plus interest thereon to the due date or redemption date thereof or (ii) the maturity of such Series 2026 Obligation.

(c) If payment of Series 2026 Obligations is so provided for, the Trustee or the Depository Trustee shall mail a notice so stating to each Holder of a Series 2026 Obligation so provided for.

(d) Series 2026 Obligations, the payment of which has been provided for in accordance with this Section, shall no longer be deemed Outstanding hereunder or secured hereby. The obligation in respect of such Series 2026 Obligations shall nevertheless continue but the Holders thereof shall thereafter be entitled to payment only from the moneys or Defeasance Obligations deposited with the Trustee or the Depository Trustee to provide for the payment of such Series 2026 Obligations.

(e) No Series 2026 Obligation may be so provided for if, as a result thereof or of any other action in connection with which the provisions for payment of such Series 2026 Obligation is made, the interest payable on any Series 2026 Obligation is made includible in gross income for purposes of federal income taxes. The Trustee and the City may rely upon a Special Counsel's Opinion to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Series 2026 Obligations.

Section 10.3 Payment of Series 2026 Obligations After Discharge. Notwithstanding the discharge of the lien hereof as in this Article provided, the Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Series 2026 Obligations and the registration, transfer, exchange and replacement of Series 2026 Obligations as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of or premium, if any, or interest on any Series 2026 Obligation remaining unclaimed for two years after the same shall become due and payable at maturity or by declaration as provided herein, shall then be paid to the City (without liability for interest) and the Holders of that Series 2026 Obligation shall be entitled to look only to the City for payment thereof and all liability of the Trustee or any Paying Agent with respect to such moneys shall cease at that time. The obligations of the Trustee under this Section shall be subject, however, to the requirements of any applicable law regarding the disposition of unclaimed property.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Evidence of Acts of Holders.

(a) Any request, direction, consent or other instrument provided hereby to be signed and executed by the Holders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Holders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Series 2026 Obligations, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Trustee and the City, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(i) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the Person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(ii) The ownership of Series 2026 Obligations shall be proved by the register of such Series 2026 Obligations.

(b) Nothing in this Section shall be construed as limiting the Trustee to the proof specified in subsection (a) above, it being intended that the Trustee may accept any other evidence that it may deem sufficient.

(c) Any action taken or suffered by the Trustee pursuant to any provision hereof, upon the request or with the assent of any Person who at the time is the Holder of any Series 2026 Obligation, shall be conclusive and binding upon all future Holders of the same Series 2026 Obligation.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2026 Obligations is intended or shall be construed to give to any Person other than the parties hereto, the City and the Holders of the Series 2026 Obligations any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained.

Section 11.3 Severability. If any one or more sections, clauses, sentences or parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Series 2026 Obligations executed and delivered pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

Section 11.4 Holidays. When the date on which principal of or interest or premium on any Series 2026 Obligation is due and payable is not a Business Day, payment may be made on Series 2026 Obligations presented at such place of payment on the next Business Day

with effect as though payment were made on the due date, and, if such payment is made, no additional interest shall accrue from and after such due date. When any other action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

Section 11.5 Governing Law. This Indenture and the Series 2026 Obligations are contracts made under the laws of the State of Arizona and shall be governed and construed in accordance with such laws.

Section 11.6 Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

(i) If to the Trustee, addressed to it at 2777 East Camelback Road, Suite 350, Phoenix, Arizona 85016, Attention: Corporate Trust Services;

(ii) If to the registered Holder of a Series 2026 Obligation, addressed to such Holder at the address shown on the registration books kept pursuant hereto;

(iii) If to the City, addressed to it at 595 North C Street, Suite 103, Eloy, Arizona 85131, Attention: Finance Director;

(iv) If to S&P, addressed to it at 55 Water Street, New York, New York 10041[; and]

(v) If to Moody's, addressed to it at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007[; and]

[(vi) If to Fitch, addressed to it at One State Street Plaza, New York, New York 10004.]

(b) The parties listed above may from time to time by notice in writing to the others designate a different address or addresses for notices hereunder.

Section 11.7 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Section 11.8 Waiver of Personal Liability. No official, officer, agent, financial advisor, counsel or employee of the City shall be individually or personally liable for the payment of the principal amount or redemption price of or interest on the Series 2026 Obligations; but nothing herein contained shall relieve any such official, officer, agent, financial advisor, counsel or employee from the performance of any official duty provided by law.

Section 11.9 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns subject to the limitations contained herein. Except as provided herein, the trust under this Indenture shall not be assigned to any other person, corporation, partnership or trustee unless the Trustee is required by law to divest, or does divest, itself of its trust department or unless the Trustee shall sell or assign substantially all of its corporate trust business in which event the trust hereunder shall be continued by the Trustee's successor in interest.

Section 11.10 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Trustee acknowledges that this Indenture is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Indenture) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The Trustee shall take all such actions as possible to avoid violation of such statute.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Indenture and may result in the termination of the services of the Trustee by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection by the City during the Trustee's normal business hours by the City. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential solely to the extent permitted by law. The City shall, to the extent permitted by law, preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including without limitation, such information.

(c) To the extent applicable, pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Indenture shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, as amended, the Trustee hereby certifies it does not currently, and for the duration of this Indenture shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this Indenture. If the Trustee becomes aware during the duration of this Indenture that it is not in compliance with such certification, the Trustee shall take such actions as provided by law, including providing the required notice to the Issuer. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VII.

Section 11.11 Instructions. The Trustee shall have the right to accept and act upon Instructions given pursuant to this Indenture by Authorized Officers and delivered using Electronic Means; *provided, however*, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's good faith reliance upon and compliance with such Instructions, to the extent consistent with the terms of this Indenture, notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to, in the absence of the Trustee's bad faith or willful misconduct, assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11.12 Force Majeure. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, "acts of God", terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use reasonable efforts which

are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE XII
[PLACEHOLDER FOR INSURER PROVISIONS]

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused these presents to be signed in the name and on its behalf by its duly authorized officer and, to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

UMBBANK, N.A., as Trustee

By _____
_____

CITY OF ELOY, ARIZONA

By _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Greenberg Traurig, LLP, Special Counsel

EXHIBIT A – 1

FORM OF SERIES 2026 NEW MONEY OBLIGATION

[Insert Legend of Securities Depository As Appropriate]

WATER AND WASTEWATER SYSTEM REVENUE OBLIGATION, SERIES 2026
EVIDENCING A PROPORTIONATE INTEREST OF THE HOLDER HEREOF
IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID
BY THE CITY OF ELOY, ARIZONA, PURSUANT TO A
SERIES 2026 PURCHASE AGREEMENT,
DATED AS OF _____ 1, 2026
AS ASSIGNED TO
UMB BANK, N.A., AS TRUSTEE

No: _____ Denomination: _____

INTEREST RATE:	MATURITY DATE:	DATED:	CUSIP:
_____%	July 1, 20__	_____, 2026	_____ ___

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS
($____,000.00)

The registered owner identified above, or registered assigns, as the registered owner of this Water and Wastewater System Revenue Obligation, Series 2026 (this "*obligation*"), is the owner of an undivided proportionate interest in the right to receive certain installments of the "Purchase Price" pursuant to that certain Series 2026 Purchase Agreement, dated as of _____ 1, 2026 (the "*Purchase Agreement*"), by and between UMB Bank, n.a., a national association authorized to exercise trust powers in the State of Arizona, in its capacity as seller (the "*Seller*"), and the City of Eloy, Arizona, a municipal corporation of the State of Arizona, as purchaser (the "*City*"), which installments and certain other rights and interests under the Purchase Agreement have been assigned to UMB Bank, n.a., in its capacity as trustee (together with any successor thereto, the "*Trustee*"), pursuant to that certain Series 2026 Obligation Indenture, dated as of _____ 1, 2026 (the "*Indenture*"), by and between the City and the Trustee.

The registered owner of this obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the installments of the Purchase Price denominated as principal coming due on the Maturity Date set forth above, and to receive on _____ 1, 20__, and semiannually on July 1 and January 1 of each year thereafter (each an "*Obligation Payment Date*") until payment in full of said portion of principal, the registered owner's proportionate share of the installments

of the Purchase Price denominated as interest coming due during the six month period (or portion thereof) immediately preceding each of such dates; provided that the first installment shall be for interest from the date of initial execution and delivery to _____ 1, 20__. Said proportionate share of the portion of such installments designated as interest is the result of the multiplication of the aforesaid portion of such installments designated as principal by the rate per annum set forth above.

The proportionate share of the portion of the installments of the Purchase Price denominated as interest is payable when due to the person in whose name this obligation is registered at the close of business on the 15th day of the calendar month next preceding each Obligation Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this obligation is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the person in whose name such obligation is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the holders of the obligations not less than 15 days preceding such special record date. Such notice shall be mailed to the holder in whose name this obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer on any obligation subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the obligation or obligations. (Any payment due hereon that shall not be paid when due shall bear interest at the rate of interest, compounded semiannually, set forth above from the date such payment is due until the payment is made.)

Principal of and premium, if any, and interest on this obligation are payable in lawful money of the United States of America that on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check mailed by the Trustee as paying agent to the registered address of the person entitled thereto; *provided*, *however*, that the Indenture provides that upon certain circumstances the payments of interest on this obligation may, at the direction of the person in whose name this obligation is registered, be made by wire transfer of immediately available funds. The proportionate share of the portion of the installments of the Purchase Price denominated as principal and any premium payable upon redemption, if any, when due, shall be paid upon surrender of this obligation at the designated corporate trust office of the Trustee.

This obligation is one of a series, limited in aggregate principal amount of $_____ (the "*Series 2026 New Money Obligations*"), which have been executed and delivered under the Indenture and are limited, special revenue obligations, payable solely from the sources (particularly the Purchase Agreement) and in the manner described in the Indenture, in order to acquire certain property comprising a portion of the water and wastewater system of the City. The payments to be made by the City pursuant to the Purchase Agreement are to be in an amount sufficient to make the payments due on the Series 2026 New Money Obligations, and payments by the City under the Purchase Agreement are to be made from, and secured by, a pledge of certain revenues, proceeds and receipts to be derived by the City from its water and wastewater system. Under the restrictions set out in the Purchase Agreement, additional parity obligations may be incurred by the City payable from such revenues. For a more complete statement of the provisions

made to secure payment of the Series 2026 New Money Obligations, the revenues from and conditions under which this obligation is payable, statements of the terms under which the Purchase Agreement may be modified and the general covenants and provisions pursuant to which this obligation is issued, reference is made to the Indenture.

This obligation shall not constitute a debt of the City, the State of Arizona or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Arizona and shall not constitute or give rise to a pecuniary liability of the City, the State of Arizona or any other political subdivision thereof or a charge against the general credit or taxing powers of any of them. This obligation and the interest hereon are enforceable exclusively from the revenues pledged thereto in the Purchase Agreement, and no holder hereof shall have the right to compel any exercise of the taxing power of the City to pay this obligation or the interest hereon.

Counterparts or copies of the Indenture and the other documents referred to herein are on file at the designated office of the Trustee, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Trustee, the City, and the registered owners of the Series 2026 New Money Obligations under such documents, to all of which the registered owner hereof, by acceptance of this obligation, assents.

The Series 2026 New Money Obligations maturing on or prior to July 1, 20__, are not subject to optional redemption prior to maturity. The Series 2026 New Money Obligations maturing on and after July 1, 20__, are subject to redemption, in whole or in part, on any date on or after July 1, 20__, in increments of $5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the City, and by lot within a maturity (as provided in the Indenture) by payment of the principal amount of each Series 2026 New Money Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

The Series 2026 New Money Obligations maturing on July 1, 20__ are subject to mandatory redemption prior to their stated maturity, and will be redeemed on July 1 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price equal to the principal amount of the Series 2026 Obligations then called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Maturing July 1, 20__

Redemption Date (July 1)	Principal Amount

*Maturity

Whenever Series 2026 New Money Obligations subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or delivered to the Trustee for cancellation, the principal amount of the Series 2026 New Money Obligations so retired shall satisfy and be credited against the mandatory redemption requirements for such Series 2026 New Money Obligations for such years as the City may direct.

Notice of redemption shall be mailed not less than 30 days nor more than 60 days prior to the date set for redemption to each registered owner of a Series 2026 New Money Obligation to be so redeemed at the address shown on the books of the Trustee, but failure so to mail any such notice or any defect in such notice as to any Series 2026 New Money Obligation shall not affect the validity of the proceedings for the redemption of any other Series 2026 New Money Obligation. On the specified redemption date all Series 2026 New Money Obligations called for redemption shall cease to bear interest and shall no longer be secured by the Indenture provided funds for redemption are on deposit at the place of payment at that time.

The registered owner of this obligation shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture and other documents referred to therein may be modified or amended to the extent permitted by and as provided therein. Certain amendments, modifications or changes that would affect the rights of registered owners of Series 2026 New Money Obligations may be made only with the consent of a majority of the registered owners of the Series 2026 New Money Obligations then outstanding under the Indenture, as provided in the Indenture. Any such consent by the registered owner of this obligation shall be conclusive and binding upon such registered owner and all subsequent registered owners. However, as to certain other amendments that will not materially adversely affect the interests of the registered owners, no consent of any owner shall be required.

The Series 2026 New Money Obligations are and shall be executed and delivered only in fully registered form. Subject to the limitations provided for in the Indenture, this obligation may be exchanged for a like aggregate principal amount payable at maturity of Series 2026 New Money Obligations of the same maturity in authorized denominations.

The Series 2026 New Money Obligations are transferable by the registered owner thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Indenture and upon surrender and cancellation of this obligation. Upon such transfer a new Series 2026 New Money Obligation or Series 2026 New Money Obligations of the same maturity and in authorized denominations for the same aggregate principal amount payable at maturity will be executed and delivered to the transferee in exchange.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture in connection with any exchange or transfer.

The Trustee and any paying agent may treat the registered owner of this obligation as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

As used herein, the term "owner" means the person who at the time of nonpayment of a Series 2026 New Money Obligation is entitled under the terms of such Series 2026 New Money Obligation to payment thereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of this obligation have existed, have happened and have been performed in due form, time and manner as required by law.

IN TESTIMONY WHEREOF, this obligation has been executed and delivered by the Trustee, acting pursuant to the Indenture.

Date: _____, 2026.

UMB BANK, N.A., as Trustee

By_____
Authorized Representative

[INSERT INSURANCE STATEMENT HERE, IF APPLICABLE]

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT/TRANS MIN ACT -- _____ (Cust.)
TEN ENT -- as tenants by the entireties	Custodian for _____ (Minor) Under Uniform
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____
(Please Print or Typewrite Name, Address and Social Security Number or other Federal Tax Identification Number of Transferee) the within obligation and all rights thereunder, and irrevocably constitutes and appoints _____ attorney to transfer the within obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee).

Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within obligation in every particular without alteration or enlargement or any change whatsoever.

(END OF FORM OF SERIES 2026 NEW MONEY OBLIGATION)

EXHIBIT A – 2

FORM OF SERIES 2026 REFUNDING OBLIGATION

[Insert Legend of Securities Depository As Appropriate]

WATER AND WASTEWATER SYSTEM REVENUE
REFUNDING OBLIGATION, SERIES 2026
EVIDENCING A PROPORTIONATE INTEREST OF THE HOLDER HEREOF
IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID
BY THE CITY OF ELOY, ARIZONA, PURSUANT TO A
SERIES 2026 PURCHASE AGREEMENT,
DATED AS OF _____ 1, 2026
AS ASSIGNED TO
UMB BANK, N.A., AS TRUSTEE

No: _____ Denomination: _____

INTEREST RATE:	MATURITY DATE:	DATED:	CUSIP:
_____%	July 1, 20__	_____, 2026	_____ ___

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS ($____,000.00)

The registered owner identified above, or registered assigns, as the registered owner of this Water and Wastewater System Revenue Refunding Obligation, Series 2026 (this "*obligation*"), is the owner of an undivided proportionate interest in the right to receive certain installments of the "Purchase Price" pursuant to that certain Series 2026 Purchase Agreement, dated as of _____ 1, 2026 (the "*Purchase Agreement*"), by and between UMB Bank, n.a., a national association authorized to exercise trust powers in the State of Arizona, in its capacity as seller (the "*Seller*"), and the City of Eloy, Arizona, a municipal corporation of the State of Arizona, as purchaser (the "*City*"), which installments and certain other rights and interests under the Purchase Agreement have been assigned to UMB Bank, n.a., in its capacity as trustee (together with any successor thereto, the "*Trustee*"), pursuant to that certain Series 2026 Obligation Indenture, dated as of _____ 1, 2026 (the "*Indenture*"), by and between the City and the Trustee.

The registered owner of this obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the installments of the Purchase Price denominated as principal coming due on the Maturity Date set forth above, and to receive on _____ 1, 20__, and semiannually

on July 1 and January 1 of each year thereafter (each an "*Obligation Payment Date*") until payment in full of said portion of principal, the registered owner's proportionate share of the installments of the Purchase Price denominated as interest coming due during the six month period (or portion thereof) immediately preceding each of such dates; provided that the first installment shall be for interest from the date of initial execution and delivery to _____ 1, 20__. Said proportionate share of the portion of such installments designated as interest is the result of the multiplication of the aforesaid portion of such installments designated as principal by the rate per annum set forth above.

The proportionate share of the portion of the installments of the Purchase Price denominated as interest is payable when due to the person in whose name this obligation is registered at the close of business on the 15th day of the calendar month next preceding each Obligation Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this obligation is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the person in whose name such obligation is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the holders of the obligations not less than 15 days preceding such special record date. Such notice shall be mailed to the holder in whose name this obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer on any obligation subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the obligation or obligations. (Any payment due hereon that shall not be paid when due shall bear interest at the rate of interest, compounded semiannually, set forth above from the date such payment is due until the payment is made.)

Principal of and premium, if any, and interest on this obligation are payable in lawful money of the United States of America that on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check mailed by the Trustee as paying agent to the registered address of the person entitled thereto; *provided*, *however*, that the Indenture provides that upon certain circumstances the payments of interest on this obligation may, at the direction of the person in whose name this obligation is registered, be made by wire transfer of immediately available funds. The proportionate share of the portion of the installments of the Purchase Price denominated as principal and any premium payable upon redemption, if any, when due, shall be paid upon surrender of this obligation at the designated corporate trust office of the Trustee.

This obligation is one of a series, limited in aggregate principal amount of $_____ (the "*Series 2026 Refunding Obligations*"), which have been executed and delivered under the Indenture and are limited, special revenue obligations, payable solely from the sources (particularly the Purchase Agreement) and in the manner described in the Indenture, in order to acquire certain property comprising a portion of the water and wastewater system of the City. The payments to be made by the City pursuant to the Purchase Agreement are to be in an amount sufficient to make the payments due on the Series 2026 Refunding Obligations, and payments by the City under the Purchase Agreement are to be made from, and secured by, a pledge of certain revenues, proceeds and receipts to be derived by the City from its water and wastewater system.

Under the restrictions set out in the Purchase Agreement, additional parity obligations may be incurred by the City payable from such revenues. For a more complete statement of the provisions made to secure payment of the Series 2026 Refunding Obligations, the revenues from and conditions under which this obligation is payable, statements of the terms under which the Purchase Agreement may be modified and the general covenants and provisions pursuant to which this obligation is issued, reference is made to the Indenture.

This obligation shall not constitute a debt of the City, the State of Arizona or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Arizona and shall not constitute or give rise to a pecuniary liability of the City, the State of Arizona or any other political subdivision thereof or a charge against the general credit or taxing powers of any of them. This obligation and the interest hereon are enforceable exclusively from the revenues pledged thereto in the Purchase Agreement, and no holder hereof shall have the right to compel any exercise of the taxing power of the City to pay this obligation or the interest hereon.

Counterparts or copies of the Indenture and the other documents referred to herein are on file at the designated office of the Trustee, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Trustee, the City, and the registered owners of the Series 2026 Refunding Obligations under such documents, to all of which the registered owner hereof, by acceptance of this obligation, assents.

The Series 2026 Refunding Obligations maturing on or prior to July 1, 20__, are not subject to optional redemption prior to maturity. The Series 2026 Refunding Obligations maturing on and after July 1, 20__, are subject to redemption, in whole or in part, on any date on or after July 1, 20__, in increments of $5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the City, and by lot within a maturity (as provided in the Indenture) by payment of the principal amount of each Series 2026 Refunding Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

The Series 2026 Refunding Obligations maturing on July 1, 20__ are subject to mandatory redemption prior to their stated maturity, and will be redeemed on July 1 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price equal to the principal amount of the Series 2026 Obligations then called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Maturing July 1, 20__

Redemption Date (July 1)	Principal Amount

*Maturity

Whenever Series 2026 Refunding Obligations subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or delivered to the Trustee for cancellation, the principal amount of the Series 2026 Refunding Obligations so retired shall satisfy and be credited against the mandatory redemption requirements for such Series 2026 Refunding Obligations for such years as the City may direct.

Notice of redemption shall be mailed not less than 30 days nor more than 60 days prior to the date set for redemption to each registered owner of a Series 2026 Refunding Obligation to be so redeemed at the address shown on the books of the Trustee, but failure so to mail any such notice or any defect in such notice as to any Series 2026 Refunding Obligation shall not affect the validity of the proceedings for the redemption of any other Series 2026 Refunding Obligation. On the specified redemption date all Series 2026 Refunding Obligations called for redemption shall cease to bear interest and shall no longer be secured by the Indenture provided funds for redemption are on deposit at the place of payment at that time.

The registered owner of this obligation shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture and other documents referred to therein may be modified or amended to the extent permitted by and as provided therein. Certain amendments, modifications or changes that would affect the rights of registered owners of Series 2026 Refunding Obligations may be made only with the consent of a majority of the registered owners of the Series 2026 Refunding Obligations then outstanding under the Indenture, as provided in the Indenture. Any such consent by the registered owner of this obligation shall be conclusive and binding upon such registered owner and all subsequent registered owners. However, as to certain other amendments that will not materially adversely affect the interests of the registered owners, no consent of any owner shall be required.

The Series 2026 Refunding Obligations are and shall be executed and delivered only in fully registered form. Subject to the limitations provided for in the Indenture, this obligation may be exchanged for a like aggregate principal amount payable at maturity of Series 2026 Refunding Obligations of the same maturity in authorized denominations.

The Series 2026 Refunding Obligations are transferable by the registered owner thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Indenture and upon surrender and cancellation of this obligation. Upon such transfer a new Series 2026 Refunding Obligation or Series 2026 Refunding Obligations of the same maturity and in authorized denominations for the same aggregate principal amount payable at maturity will be executed and delivered to the transferee in exchange.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture in connection with any exchange or transfer.

The Trustee and any paying agent may treat the registered owner of this obligation as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

As used herein, the term "owner" means the person who at the time of nonpayment of a Series 2026 Refunding Obligation is entitled under the terms of such Series 2026 Refunding Obligation to payment thereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of this obligation have existed, have happened and have been performed in due form, time and manner as required by law.

IN TESTIMONY WHEREOF, this obligation has been executed and delivered by the Trustee, acting pursuant to the Indenture.

Date: _____, 2026.

UMB BANK, N.A., as Trustee

By_____
Authorized Representative

[INSERT INSURANCE STATEMENT HERE, IF APPLICABLE]

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT/TRANS MIN ACT -- _____ (Cust.)
TEN ENT -- as tenants by the entireties	Custodian for _____ (Minor) Under Uniform
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____
(Please Print or Typewrite Name, Address and Social Security Number or other Federal Tax Identification Number of Transferee) the within obligation and all rights thereunder, and irrevocably constitutes and appoints _____ attorney to transfer the within obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee).

Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within obligation in every particular without alteration or enlargement or any change whatsoever.

(END OF FORM OF SERIES 2026 REFUNDING OBLIGATION)

EXHIBIT B

Payment Request Form

Application No. .....

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the Series 2026 Obligation Indenture, dated as of _____ 1, 2026 (the "Indenture"), between the City of Eloy, Arizona (the "City"), and UMB Bank, n.a., as trustee (the "Trustee") to the person or corporation designated below as "Payee," the sum set forth below such designation, in payment of the costs of acquisition of the Series 2026 Projects (as such term and other undefined terms used herein are defined in the Indenture) described below. The amount shown below is due and payable under a purchase order or contract with respect to such costs described below and has not formed the basis of any prior request for payment.

Payee: .....

Address or Wiring Instructions: .....

Amount: .....

Description of costs or portion thereof authorized to be paid to the Payee: .....

The City acknowledges that it has received and inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes and in accordance with the applicable purchase order or contract. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released the Payee from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item described above.

By execution of this Payment Request Form, the City requests and approves the payment of the amount stated above to Payee set forth above. With respect to this disbursement, the City (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the the wire instructions set forth herein.

DATED: ....., 20....

.....

City Representative

Please forward payment to Payee at the following address:

EXHIBIT C

Reimbursement Request Form

Application No. .....

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the Series 2026 Obligation Indenture, dated as of January 1, 2026 (the "Trust Agreement"), between the City of Eloy, Arizona (the "City"), and UMB Bank, n.a., as trustee (the "Trustee"), to the City, the sum set forth below as reimbursement of (all/a portion) of the costs of acquisition of the Series 2026 Projects (as such term and all other undefined terms used herein are defined in the Indenture) described below. Payment of the amount, shown below was made by the City on ....., 20...., as evidenced by ....., attached hereto, as full/partial payment of ....., also attached hereto. The amount shown below was paid by the City and has not formed the basis of any prior request for payment.

The City acknowledges that it has received and has inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released any entity named on the attached documentation, from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item described below.

Amount: .....

Description of costs or portion thereof for which reimbursement is hereby requested:

With respect to this disbursement, the City (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the the wire instructions set forth herein.

DATED: ....., 20....

.....

City Representative

Dated Received: ....., 20....

EXHIBIT D

DELIVERY COSTS REQUISITION

Pursuant to Section 5.8 of the Series 2026 Obligation Indenture, dated as of _____ 1, 2026 (the "*Indenture*"), between the City of Eloy, Arizona (the "*City*"), and UMB Bank, n.a., as trustee (the "*Trustee*"), the undersigned City Representative (as defined in the Indenture) hereby requests and authorizes the Trustee pursuant to the Indenture, as custodian of the Delivery Costs Fund established pursuant to the Indenture, to pay out of the moneys deposited in the Delivery Costs Fund to the persons listed as payee and in the amounts on the Exhibit hereto.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Delivery Costs Fund and none of these items has formed the basis for any disbursement heretofore made from said Delivery Costs Fund.

(b) Each such item is or was a necessary Delivery Cost as defined in the Indenture.

(c) This statement and all exhibits hereto shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto.

(d) This statement constitutes approval by the City of the disbursement hereby requested and authorized.

(e) With respect to this disbursement, the City (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the the wire instructions set forth herein.

_____ _____

Dated City Representative

SERIES 2026 PURCHASE AGREEMENT

by and between

UMB BANK, N.A.,
as Seller

and

CITY OF ELOY, ARIZONA,
as Purchaser

Dated as of _____ 1, 2026

The rights of UMB Bank, n.a., not in its individual capacity, but as trustee, in its capacity as seller hereunder, have been assigned to UMB Bank, n.a., in its capacity as trustee under a Series 2026 Obligation Indenture, dated as of _____ 1, 2026

(This Table of Contents is for informational purposes only and is not to be considered a part of this Series 2026 Purchase Agreement)

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Exhibit A – Description of Series 2026 Projects
Exhibit B – Form of Bill of Sale

SERIES 2026 PURCHASE AGREEMENT

This SERIES 2026 PURCHASE AGREEMENT, dated as of _____ 1, 2026 (this "*Purchase Agreement*"), by and between UMB BANK, N.A., a national association authorized to do trust business in the United States of American including in the State of Arizona, as trustee, in its capacity hereunder as seller (the "*Seller*"), and CITY OF ELOY, ARIZONA, a municipal corporation of the State of Arizona, as purchaser (the "*City*"),

WITNESSETH:

WHEREAS, pursuant to Resolution No. 26-____ adopted by the City Council of the City on _____, 2026, it was found and determined to be advantageous and in the public interest that the Series 2026 Obligations (as defined herein) be sold, executed and delivered; and

WHEREAS, pursuant to this Purchase Agreement, the City has agreed to purchase the Series 2026 Property (as defined herein) from the Seller;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

The words and terms used herein shall have the respective meanings assigned to them in the Indenture (as defined herein). In addition, the following words and terms as used herein shall have the meaning indicated, unless the context or use requires a different meaning or intent. All accounting terms not otherwise so defined shall have the meanings assigned to them in accordance with generally accepted accounting principles.

"*Additional Obligation Documents*" means any contract (including a resolution of the City Council) or agreement of the City constituting or authorizing Additional Obligations.

"*Additional Obligations*" means obligations (including loans and bonds) or applicable interests therein that are incurred (i) by, or the payment of which is assumed by, the City subsequent to, and are to rank on a parity with, the payments of the Purchase Price and share *pro rata* in payments to be made by the City from the Pledged Revenues, without priority one over the other or over this Purchase Agreement, and (ii) for the purpose of making extensions, renewals, improvements or replacements to the System or to refund any Series 2026 Obligations, Parity Lien Obligations, or Additional Obligations.

"*Assumed Interest Rate*" means an interest rate for a series of Variable Interest Rate Obligations at the computation date computed to be the lesser of (i) the maximum rate that the Variable Interest Rate Obligations of a series may bear under the terms of their incurrence or (ii) the rate of interest established for long-term bonds by the 30-year revenue bond index published by The Bond Buyer of New York, New York, on the date that is nearest to 30 days prior to the computation date (or in the absence of such published index, some other index selected in

good faith by the Finance Director after consultation with one or more reputable, experienced investment bankers as being equivalent thereto).

"*Authority*" means the Water Infrastructure Finance Authority of Arizona.

"*Authority's 2015 DW Loan*" means the Loan Agreement #920256-15, dated as of March 20, 2015, between the Authority and the City.

"*Authority's 2022 CW Loan*" means the Loan Agreement #910201-23, dated as of October 28, 2022, between the Authority and the City.

"*Authority's 2022 DW Loan*" means the Loan Agreement #920358-23, dated as of December 2, 2022, between the Authority and the City.

"*Bond Year*" means a 12-month period beginning July 2 of the calendar year and ending on the next succeeding July 1.

"*Bonds Being Refunded*" means, collectively, the City's payment obligations related to a Promissory Note dated September 9, 2005, to the United States Department of Agriculture, Rural Development, the City's Water Revenue Bonds, Project of 1997 (Series A) dated September 15, 2000, and the City's Water Revenue Bonds, Project of 1997 (Series B) dated September 15, 2000.

"*City Series 2026 Obligations Fund*" means the fund of that name created pursuant to Section 3.3(a).

"*Consultant*" means, in the sole discretion of the City, a firm of utility consultants experienced in the financing and operation of utility systems and having a recognized reputation for such work, or City staff with similar experience.

"*Credit Facility*" means a bank, financial institution, insurance company or indemnity company that is engaged by or on behalf of the City to perform one or more of the following tasks: (a) enhancing credit of the City securing the Series 2026 Obligations or Additional Obligations by assuring that principal of and interest on the Series 2026 Obligations or such Additional Obligations (or any interests therein) will be paid promptly when due (including the issuance of an insurance policy, letter of credit, surety bond or other form of security for a reserve) or (b) providing liquidity for Additional Obligations (or any interests therein) by undertaking to cause such Additional Obligations to be bought from the holders thereof when submitted pursuant to an arrangement prescribed by the Additional Obligation Documents.

"*Existing Project*" means certain improvements to the water and wastewater utility systems of the City originally financed with a portion of the proceeds of the Bonds Being Refunded.

"*Finance Director*" means the chief financial officer of the City or other authorized representative of City staff.

"*Fiscal Year*" means the 12-month period used by the City for its general accounting purposes as the same may be changed from time to time, said fiscal year currently extending from July 1 to June 30.

"*Indenture*" means the Series 2026 Obligation Indenture, dated as of ____ 1, 2026, by and between the Trustee and the City, as supplemented from time to time.

"*Interest Requirement*" means (i) with respect to this Purchase Agreement, as of any date of calculation, the interest amount on this Purchase Agreement due during the then-current Bond Year, (ii) with respect to Parity Lien Obligations, as of any date of calculation, the amount required to be paid by the City during the then-current Bond Year with respect to interest on such Parity Lien Obligations, and (iii) Additional Obligations, as of any date of calculation, the amount required to be paid by the City during the then-current Bond Year with respect to interest on such Additional Obligations. In the case of Variable Interest Rate Obligations Outstanding or proposed to be incurred, the Interest Requirement shall be computed with the Assumed Interest Rate.

"*Operating Expenses*" means the reasonable and necessary costs of operation, maintenance and repair of the System, including salaries, wages, benefits, cost of materials, supplies, contractual obligations, utilities, lease payments, commodities, insurance, and accumulations to cover periodic payment of Operating Expenses and other expenditures purchased by the City at large, such as insurance, gasoline and electrical energy, allocated to the System in the reasonable discretion of the City, but excluding (i) non-cash transactions, including particularly, but not by way of limitation, depreciation or loss on disposal or transfer of assets, (ii) the Principal Requirement and the Interest Requirement on the Series 2026 Obligations, Outstanding Parity Lien Obligations, and any Additional Obligations, (iii) payments required to be made by the City pursuant to Section 3.3(b)(iv) hereof or similar provisions with respect to any documents authorizing Parity Lien Obligations or Additional Obligations for deposit into the Debt Service Reserve Account or a debt service reserve account with respect to Parity Lien Obligations or Additional Obligations, and (iv) the Rebate Requirement determined pursuant to Section 2.4 hereof and any payments required to be made to satisfy the rebate requirements of Section 148(f) of the Code with respect to any Outstanding Parity Lien Obligations or any Additional Obligations.

"*Outstanding*" when used with reference to Additional Obligations, shall have the meaning assigned to such term in the corresponding, applicable Additional Obligation Documents, which shall be as similar as possible to such definition in the Indenture.

"*Outstanding Parity Lien Obligations*" means the Authority's 2015 DW Loan, the Authority's 2022 CW Loan, and the Authority's 2022 DW Loan.

"*Parity Lien Obligations*" means, collectively, the Outstanding Parity Lien Obligations, this Purchase Agreement, and any Additional Obligations.

"*Parity Lien Test Debt Service*" means the highest aggregate Principal Requirement and Interest Requirement of all Outstanding Parity Lien Obligations, Outstanding Series 2026 Obligations and Additional Obligations then Outstanding to fall due and payable in the current or any future Bond Year.

"*Parity Obligation Documents*" means any contract (including a resolution of the City Council) or agreement of the City constituting or authorizing Parity Lien Obligations.

"*Pledged Revenues*" means Revenues remaining after deducting the Operating Expenses. For the purposes of the computation required by Sections 4.4, 5.3(b) and 5.3(c), additional amounts

will be added to, or subtracted from, the Pledged Revenues of the preceding Fiscal Year, as follows: (i) if all or part of the proceeds of the Additional Obligations described in Section 4.4 are to be expended for the acquisition of utility properties, then the Revenues that would have been derived from the operation of such acquired utility properties during the entire immediately preceding Fiscal Year, as estimated by a Consultant, will be added; (ii) if during such preceding Fiscal Year the City has acquired or sold existing utility properties, then the revenues that would have been derived from the operation of such utility properties during such Fiscal Year had such utility properties been acquired and operating or sold and not operating throughout such Fiscal Year, as estimated by a Consultant, will be added or subtracted, respectively; and (iii) if during such preceding Fiscal Year the City has increased rates, fees and charges with respect to the System, then the increased amount that would have been received during such Fiscal Year had such increase been in effect throughout such Fiscal Year, as estimated by a Consultant, will be added.

"*Principal Requirement*" means (i) with respect to this Purchase Agreement, as of any date of calculation, the principal amount of the Series 2026 Obligations maturing or subject to mandatory redemption pursuant to the Indenture during the then-current Bond Year, and (ii) with respect to Parity Lien Obligations and Additional Obligations, as of any date of calculation, the principal amount required to be paid by the City during the then-current Bond Year with respect to the Parity Lien Obligations or Additional Obligations, as applicable. In computing the Principal Requirement for such Parity Lien Obligations or Additional Obligations, an amount of such Parity Lien Obligations or Additional Obligations, as applicable, required to be redeemed pursuant to mandatory redemption in each year shall be deemed to fall due in that year and (except in case of default in observing a mandatory redemption requirement) shall be deducted from the amount of the Parity Lien Obligations or Additional Obligations, as applicable, maturing on the scheduled maturity date. In the case of Parity Lien Obligations or Additional Obligations supported by a Credit Facility, the Principal Requirement for such Parity Lien Obligations or Additional Obligations, as applicable, shall be determined in accordance with the principal retirement schedule specified in the Parity Obligation Documents or Additional Obligation Documents authorizing the incurrence of such Parity Lien Obligations or Additional Obligations, as applicable, rather than any amortization schedule set forth in such Credit Facility unless payments under such Parity Lien Obligations or Additional Obligations, as applicable, shall be in default at the time of the determination, in which case the Principal Requirements for such Parity Lien Obligations or Additional Obligations shall be determined in accordance with the amortization schedule set forth in such Credit Facility.

"*Prior Registrar*" means, with respect to the Bonds Being Refunded, the registrar and paying agent for the Bonds Being Refunded, or, as applicable, the United States Department of Agriculture, Rural Development or Rural Utilities Service.

"*Purchase Event of Default*" means one of the events defined as such in Section 7.1.

"*Purchase Price*" means the sum of the payments paid pursuant to Section 5.4(i) and (ii) of the Indenture from amounts to be paid by or on behalf of the City as the purchase price for the Series 2026 Property.

"*Rating Category*" means one of the general rating categories of a Rating Agency without regard to any refinement or gradation of such rating category by numerical modifier or otherwise.

"*Regulations*" means sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"*Repair and Replacement Fund*" means the fund of that name created pursuant to Section 5.1(b).

"*Repair and Replacement Fund Funding Requirement*" means an amount equal to two percent of the value of the net tangible assets of the System at the end of the preceding Fiscal Year, as shown in the most recent audited financial statements of the City.

"*Revenues*" means and includes all income, moneys and receipts derived by the City from the ownership, use and operation of the System including, without limitation, interest received on, and profits realized from the sale of, investments made with moneys of the System, but excluding (i) any amounts received that the City is contractually required to pay out as reimbursement for acquisition, construction or installation of the System, (ii) the proceeds of the Series 2026 Obligations, Parity Lien Obligations, or any Additional Obligations or the interest received on any proceeds of Parity Lien Obligations or Additional Obligations placed irrevocably in trust to pay, or provide for the payment of, any Series 2026 Obligations, Parity Lien Obligations, or Additional Obligations, or (iii) any non-cash capital contributions received by the City for the use and operation of the System.

"*Series 2026 Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking, dated _____, 2026, from the City.

"*Series 2026 New Money Obligations*" means the City of Eloy, Arizona, Water and Wastewater System Revenue Obligations, Series 2026.

"*Series 2026 Obligations*" means, collectively, the Series 2026 New Money Obligations and the Series 2026 Refunding Obligations, Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid by the City of Eloy, Arizona, Pursuant to a Series 2026 Purchase Agreement, dated as of _____ 1, 2026, evidencing a proportionate interest in certain rights pursuant to this Purchase Agreement, including the right to receive payment of the Purchase Price.

"*Series 2026 Projects*" means, in the aggregate, the improvements described on Exhibit A attached to this Purchase Agreement and incorporated by reference in this Purchase Agreement, as amended from time to time.

"*Series 2026 Property*" means the value added to the System by the Series 2026 Projects together with the portion of the Existing Project that remains unacquired and will be acquired pursuant to this Purchase Agreement, all of which is being financed with the proceeds of the Series 2026 Obligations.

"*Series 2026 Refunding Obligations*" means the City of Eloy, Arizona, Water and Wastewater System Revenue Refunding Obligations, Series 2026.

"*System*" means the complete water and wastewater systems of the City including all such properties of every nature hereafter owned by the City and all acquisitions, improvements and extensions added thereto by the City, including all real and personal property of every nature comprising part of, or used or useful in connection with, such system, and including all appurtenances, contracts, leases, franchises, and other intangibles.

"*Tax Certificate*" means the Certificate Relating To Federal Tax Matters, dated _____, 2026, delivered by the City with respect to the Series 2026 Obligations.

"*Variable Interest Rate Obligations*" means any Additional Obligations that may, in the future, bear interest at rates that cannot be determined with specificity on their original incurrence.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; references to an "Article" or a "Section" are to those of this Purchase Agreement; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Purchase Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Purchase Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise. The captions and headings in this Purchase Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II
EXECUTION AND DELIVERY OF SERIES 2026 OBLIGATIONS; APPLICATION OF PROCEEDS; FEDERAL LAW COVENANTS

Section 2.1 Agreement to Cause Execution and Delivery of Series 2026 Obligations; Application of Proceeds. In order to provide funds for payment of the costs and expenses of the Series 2026 Property and the Delivery Costs pertaining to the Series 2026 Obligations, the Series 2026 Obligations shall be executed and delivered pursuant to the Indenture. Amounts transferred by the Trustee pursuant to Section 5.2 of the Indenture were applied to refund and redeem the Bonds Being Refunded that financed the Existing Project. Capital expenditures relating to the Series 2026 Property advanced prior to the execution and delivery of the Series 2026 Obligations shall be reimbursed, and otherwise the costs of the Series 2026 Property, including but not limited to the Delivery Costs pertaining to the Series 2026 Obligations, shall be paid, in each case as provided in Article V of the Indenture.

Section 2.2 Reserved.

Section 2.3 General Federal Tax Covenants.

(a) As provided in further detail in the Tax Certificate, the City shall not make or direct the making of any investment or other use of the proceeds of any of the Series 2026 Obligations or the Series 2026 Property that would cause such Series 2026 Obligations to be

"arbitrage bonds" as that term is defined in section 148 of the Code or "private activity bonds" as that term is defined in section 141 of the Code and shall comply with the requirements of such sections of the Code and the related Regulations throughout the term of the Series 2026 Obligations. Particularly, the City shall be the owner of the Series 2026 Property for federal income tax purposes. The City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Series 2026 Property unless the management or service contract complies with the requirements of Revenue Procedure 97-13, Revenue Procedure 2016-44, Revenue Procedure 2017-13, or such other authority as may control at the time or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Series 2026 Property. Also, the payment of principal and interest with respect to the Series 2026 Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Series 2026 Obligations, or amounts treated as proceeds of the Series 2026 Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Series 2026 Obligations are being executed and delivered, (ii) may be so used in making investments of a *bona fide* debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(b) The City shall comply with the procedures and covenants contained in any arbitrage rebate provision (initially, Section 2.4) or separate agreement executed in connection with the issuance of the Series 2026 Obligations for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2026 Obligations. In consideration of the purchase and acceptance of the Series 2026 Obligations by the Holders thereof from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, as amended, the City covenants, and the appropriate officials of the City are hereby directed, to take all action required by the Code to preserve such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(c) (i) The City shall take all necessary and desirable steps to comply with the requirements hereunder in order to ensure that interest on the Series 2026 Obligations is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Special Counsel's Opinion that either (A) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Series 2026 Obligations, or (B) compliance with some other requirement will meet the requirements of the Code. In the event the City receives such a Special Counsel's Opinion, this Purchase Agreement shall be amended to conform to the requirements set forth in such opinion.

(ii) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations section 1.148-3(h).

(d) Written procedures have been established for the City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which the City will comply.

Section 2.4 Arbitrage Rebate Covenants.

(a) Terms used in subsection (b) and not otherwise defined in Article I or in subsection (b) shall have the meanings given to them in the Code and the Regulations.

(b) For purposes of this Section, the following terms shall have the following meanings:

"*Bond Year*" shall have the meaning provided above, except that for purposes of this Section the first Bond Year shall begin on the date of issue of the Series 2026 Obligations and shall end on July 1, 20_, and the last Bond Year shall end on the date of retirement of the last Series 2026 Obligations.

"*Bond Yield*" is as indicated in the Tax Certificate and means the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Series 2026 Obligations as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Series 2026 Obligations and using semiannual compounding on the basis of a 360-day year. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3).

"*Gross Proceeds*" means:

(i) any amounts actually or constructively received by the City from the sale of the Series 2026 Obligations;

(ii) transferred proceeds of the Series 2026 Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii) and

(iv) replacement proceeds of the Series 2026 Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Series 2026 Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Series 2026 Obligations in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under the Indenture.

"*Investment Property*" means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"*Issue Price*" is as indicated in the Tax Certificate and shall be determined as provided in Regulations section 1.148-1(b).

"*Nonpurpose Investment*" means any Investment Property acquired with Gross Proceeds, and that is not acquired to carry out the governmental purposes of the Series 2026 Obligations.

"*Payment*" means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"*Rebate Requirement*" means at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"*Receipt*" means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

(c) Within 60 days after the end of each Bond Year, unless an exemption from the requirement to do so is provided by the Code and the Regulations, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(i) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount that, when added to the future value of all previous rebate payments with respect to the Series 2026 Obligations (determined as of such Computation Date), is equal to at least 90 percent of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Series 2026 Obligations (determined as of the last day of such Bond Year) and

(ii) not later than 60 days after the retirement of the last Series 2026 Obligation, an amount equal to 100 percent of the Rebate Requirement (determined as of the date of retirement of the last Series 2026 Obligation).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201 (or at such other address then specified by the Internal Revenue Service), on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(i) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(ii) Except as provided in subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(iii) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(i) the yield on reasonably comparable direct obligations of the United States and

(ii) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(i) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Series 2026 Obligations), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Series 2026 Obligations.

(ii) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(iii) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Series 2026 Obligations (e.g., a lead underwriter within 15 days of the issue date of the Series 2026 Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(iv) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(v) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(vi) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(vii) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(viii) The City retains until three years after the last Outstanding Series 2026 Obligation is retired, (A) a copy of the guaranteed investment contract, (B) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (vii) above, (C) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (D) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) Such experts and consultants shall be employed to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Series 2026 Obligations.

Section 2.5 Continuing Disclosure Undertaking. The City shall comply with and carry out all of the provisions of the Series 2026 Continuing Disclosure Undertaking. Notwithstanding any other provision of this Purchase Agreement, failure of the City to comply with the Series 2026 Continuing Disclosure Undertaking shall not be considered a Purchase Event of Default, an Indenture Event of Default or other event of default; however, the Trustee (at the request of the registered Holders or beneficial owners of at least 25 percent aggregate principal amount in Outstanding Series 2026 Obligations and receipt of indemnity to its satisfaction) shall take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

ARTICLE III
AGREEMENT OF SALE; PURCHASE PRICE

Section 3.1 Agreement of Sale. For the amounts payable pursuant hereto (including the Purchase Price), the Seller sells and conveys to the City, without warranty, and the City purchases from the Seller, the Series 2026 Property. The City acknowledges that the right of the Seller to sell the Existing Property arises out of the deposit for the benefit of the City with the Prior Registrar and that the City is receiving good and valuable consideration from such sale. In order to evidence such sale and conveyance, the Seller has executed and delivered to the City a bill of sale in substantially the form the of Exhibit B attached hereto and incorporated herein by reference.

Section 3.2 Possession of and Title to Series 2026 Property; Authority of Seller to Pledge Its Interests.

(a) The City shall be entitled to possession of, and full and unencumbered title to, the Series 2026 Property, without suit, trouble or hindrance from the Seller. The Series 2026 Property shall be made a part of the System.

(b) The Seller may mortgage, hypothecate or pledge all or any part of the interest of the Seller only as set forth in this Purchase Agreement as security for the Series 2026 Obligations.

Section 3.3 City Series 2026 Obligations Fund; Amounts Payable After Execution and Delivery of Series 2026 Obligations Including for Purchase Price.

(a) Upon the execution and delivery of the Series 2026 Obligations, the City shall establish and maintain a separate, internal fund titled the "*City Series 2026 Obligations Fund*," which the City shall hold in trust for the Holders of the Series 2026 Obligations. On or before the tenth (10th) day of each month, the City shall transfer Pledged Revenues received pursuant to Section 4.1 into the City Series 2026 Obligations Fund as follows:

(i) Commencing ____ 10, 20__, one-[____] (1/[_]) of the interest on the Series 2026 Obligations due on the _____ 1, 20__ Obligation Payment Date, and thereafter, one-sixth (1/6) of the interest on the Series 2026 Obligations coming due on the next succeeding Obligation Payment Date, which amounts shall be used to make the payments required by Section 3.3(b)(ii) below.

(ii) Commencing July 10, 20__, one-twelfth (1/12) of the principal due (whether because of maturity or mandatory prepayment) on the next succeeding July 1, which amounts shall be used to make the payments required by Section 3.3(b)(iii) below.

(b) After providing for any amounts due pursuant to Section 2.4(c), the Pledged Revenues received pursuant to Section 4.1 (whether held by the City in the City Series 2026 Obligations Fund or otherwise; or, if sufficient amounts are not available therefrom, amounts withdrawn from the Debt Service Reserve Account or the Repair and Replacement Fund) shall be paid for the following purposes and in the following order of priority:

(i) On the dates necessary therefor, fees and expenses of the Trustee in accordance with the provisions of Section 8.8 of the Indenture to the Trustee.

(ii) Not later than one Business Day prior to the date on which due, the interest on the Series 2026 Obligations falling due on the next succeeding Obligation Payment Date for deposit to the Interest Account created by the Trustee under the Indenture (representing a portion of the Purchase Price).

(iii) Not later than one Business Day prior to the date on which due, the principal of the Series 2026 Obligations due or subject to mandatory redemption on the next succeeding Obligation Payment Date for deposit to the Principal Account created by the Trustee under the Indenture (representing a portion of the Purchase Price).

(iv) After a determination by the Trustee that the amount on deposit in the Debt Service Reserve Account is less than the Reserve Requirement, (A) an amount equal to one-twelfth (1/12) of the amount which, when added to the balance in the Debt Service Reserve Account, will be equal to the amount then required to be on deposit therein for deposit to the Debt Service Reserve Account, or (B) if the Series 2026 Reserve Policy is in effect and the Series 2026 Insurer has made a payment with respect to the Series 2026 Reserve Policy, instead for payment of the amounts required pursuant to the [Series 2026 Insurance Agreement].

(v) Commencing on July 10, 20[26], and on the tenth (10th) day of each month thereafter, the City shall deposit to the Repair and Replacement Fund an amount equal to not less than two percent (2%) of the Revenues of the previous month until the amount accumulated in the Repair and Replacement Fund is in an amount equal to or greater than the Repair and Replacement Fund Funding Requirement; provided that at such time or times as there is on deposit in the Repair and Replacement Fund an amount at least equal to the Repair and Replacement Fund Funding Requirement, as shown in the most recent audited financial statements of the City, no amounts need to be deposited to the Repair and Replacement Fund.

(c) In the event the City should fail to make when due any of the payments required by this Section, the installment so in default shall continue as an obligation of the City, payable solely from the Pledged Revenues, until the amount in default shall have been fully paid, and the City shall pay the same with interest thereon at the rate applicable to the corresponding maturities of Series 2026 Obligations, from the date said payment was to be made to the date of payment by the City until paid. This Purchase Agreement shall be deemed and construed to be a "*net purchase agreement*," and the payments provided for in this Section shall be an absolute net return to the Seller, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein. The City shall cause an amount of Revenues to be included in the annual budget for every Fiscal Year sufficient to meet all requirements of this Purchase Agreement.

Section 3.4 Obligations of City Unconditional. The obligations of the City to make the payments from Pledged Revenues required in Section 3.3 and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of the

continued existence or physical condition of the Series 2026 Property. The City (a) shall not diminish, suspend or discontinue any payments provided for in Section 3.3, (b) shall perform and observe all of its other agreements contained in this Purchase Agreement and (c) shall not terminate this Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, loss, theft or destruction of or damage to the Series 2026 Property, or any part thereof, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Purchase Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained, and in the event the Seller shall fail to perform any such agreement on its part, the City may institute such action against the Seller in accordance with the provisions of this Purchase Agreement as the City may deem necessary so long as such action shall not violate or impair the effectiveness of the agreements on the part of the City contained in the next two preceding sentences. The City may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights of ownership, possession and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Seller in any such action or proceeding if the City shall so request.

Section 3.5 Termination of Payment of Purchase Price; Excess Payments.

(a) Subject to Article VI, upon full payment or provision for payment of the Purchase Price and provided that the City has performed all the covenants and agreements required by the City to be performed hereunder, this Purchase Agreement shall cease and expire. Upon the expiration of this Purchase Agreement, the Seller as Trustee under the Indenture shall release any interest that the Trustee may have in the Pledged Revenues from the lien of the Indenture.

(b) In the event of prepayment of the Purchase Price in full or provision for the payment thereof in full such that the Indenture shall be discharged by its terms as a result of such prepayment and payment of any fees and charges due and owing to the Trustee, all amounts then on deposit in the City Series 2026 Obligations Fund shall be credited toward the amounts then required to be so prepaid at the direction of the City Representative. Upon the payment thereof in accordance with the Indenture such that the Indenture shall be discharged by its terms, any money remaining which is not otherwise required to be applied to the payment of debt service on the Series 2026 Obligations or to the payment of any other amounts due under the Indenture shall be paid over to the City.

Section 3.6 Prepayment of Purchase Price Generally. The City shall be permitted to prepay all or a part of the Purchase Price composed of the principal and interest components thereof to the extent and in the manner permitted by the Indenture for the redemption of the Series 2026 Obligations. If such prepayment is made in compliance with the terms of the Indenture, the Seller as Trustee under the Indenture shall accept such prepayment to the extent required to provide for a permitted redemption or provision for payment of such Series 2026 Obligations as shall be directed in writing by the City. No other prepayment of the Purchase Price shall be permitted.

Section 3.7 Effect of Partial Payment or Prepayment. Upon any partial payment or prepayment of the Purchase Price resulting in a redemption of Series 2026 Obligations, each installment of interest which shall thereafter be payable as a part of the Purchase Price shall be reduced, taking into account the interest rate or rates on the Series 2026 Obligations remaining outstanding after the redemption of Series 2026 Obligations from the proceeds of such partial payment or prepayment so that the interest remaining payable as a part of the Purchase Price shall be sufficient to pay the interest on such outstanding Series 2026 Obligations when due.

ARTICLE IV
SOURCE OF PURCHASE PRICE; RATE COVENANT; ADDITIONAL OBLIGATIONS

Section 4.1 Limitation of Source of City Payments.

(a) This Purchase Agreement is a limited, special obligation of the City, payable solely and secured as to the payment in accordance with the terms and the provisions hereof.

(b) All amounts to be paid by the City pursuant to Section 3.3 (or under any other section of this Purchase Agreement) shall be payable solely from the Pledged Revenues. Nothing, however, shall preclude the City, in the sole and absolute discretion of the City Council, from paying such amounts from other moneys of the City; provided, however, under no circumstances shall amounts paid under this Purchase Agreement from such other moneys constitute a pledge thereof, and amounts payable by the City under this Purchase Agreement shall never constitute a general obligation of the City or a pledge of *ad valorem* property taxes by the City.

(c) The City hereby pledges, and shall raise and apply, the Pledged Revenues in such amounts and in such manner as required herein to make the payments required to be made by the City under this Purchase Agreement and covenants to make said payments from the Pledged Revenues. This pledge shall be a first lien and on a parity to the pledge thereof and lien thereon for the Parity Lien Obligations and any Additional Obligations. All of the Pledged Revenues shall be immediately subject to such pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such persons have notice thereof. Nothing contained in this Section shall be construed as limiting any authority granted elsewhere in this Purchase Agreement or the Parity Lien Obligation Documents to incur this Purchase Agreement or Additional Obligations nor be deemed a limitation upon the issuance of bonds, notes or other obligations under any law pertaining to the City secured by moneys, income and funds other than the Pledged Revenues and other moneys and investments pledged hereunder or under the Indenture. After the application of the Pledged Revenues for the purposes in this Purchase Agreement, they may be used for any lawful purpose.

Section 4.2 Rate Covenant. The City shall continuously control, operate and maintain the System in an efficient and economical manner and on a revenue-producing basis and shall establish and maintain rates, fees and other charges for all services supplied by the System to provide the Revenues fully sufficient, after making reasonable allowance for contingencies and

errors in estimates, to produce (a) the Pledged Revenues in each Fiscal Year equal to at least 120 percent of the Principal Requirement and the Interest Requirement on all Outstanding Series 2026 Obligations, Outstanding Parity Lien Obligations, and Outstanding Additional Obligations for the corresponding Bond Year (treating the Variable Interest Rate Obligations as bearing interest at the Assumed Interest Rate and Outstanding Additional Obligations subject to mandatory redemption as maturing on their respective mandatory redemption dates) and (b) an amount of Pledged Revenues for the then-current Fiscal Year which, net of the aggregate amounts required to be deposited to the Obligation Fund during such Fiscal Year, will be sufficient to provide at least 100 percent of the amounts with regard to any Credit Facility due and owing in such Fiscal Year.

Section 4.3 Prior Lien Obligations. The City shall not incur any obligations payable from the Pledged Revenues ranking prior to the obligations of the City under this Purchase Agreement.

Section 4.4 Additional Obligations Generally. Additional Obligations may be incurred if there shall not be any Indenture Event of Default or Purchase Event of Default upon the incurrence thereof and the Pledged Revenues for the completed Fiscal Year immediately preceding the incurrence of such Additional Obligations have been (a) at least equal to 120 percent of the Parity Lien Test Debt Service including such Additional Obligations and (b) sufficient to provide an amount of the Pledged Revenues for the then-current Fiscal Year that, net of the aggregate amounts required to be deposited to the Obligation Fund during such Fiscal Year, will be sufficient to provide at least 100 percent of the amounts with regard to any Credit Facility due and owing in such Fiscal Year.

ARTICLE V
COVENANTS REGARDING THE SYSTEM, MAINTENANCE, INVESTMENTS AND TAXES

Section 5.1 Utilities; Operation and Maintenance of the System in Good Condition; Repair and Replacement Fund.

(a) All maintenance and repair of the Series 2026 Property and utilities therefor shall be the responsibility of the City. The Seller as Trustee under the Indenture shall have no obligation with respect to the operation or maintenance of the Series 2026 Property. (In exchange for the payment of the amounts due hereunder, the Seller shall provide nothing more than the Series 2026 Property.) The City shall (a) maintain the System in good condition, (b) operate the same in a proper and economical manner and at a reasonable cost and (c) faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(b) The City shall create the Repair and Replacement Fund in its custody on the date of original execution and delivery of the Series 2026 Obligations. Amounts in the Repair and Replacement Fund shall be used (without priority): (i) for making extraordinary repairs or replacements to the System which are necessary to keep the System in operating condition and for the making of which provision has not been made in the annual budget and money is not available as an Operating Expense, (ii) as provided in Section 3.3(b), (iii) for the payment of any sums due and owing to the Holders of the Series 2026 Obligations, Parity Lien Obligations, and Additional

Obligations being refunded which sums cannot for any reason be paid from the income and proceeds of any Defeasance Obligations held by a Depository Trustee, (iv) for the acquisition of water and wastewater properties or facilities deemed necessary by the City to the efficient and economical operation of the System or to extend or improve the System, and (v) for otherwise acquiring, constructing and improving the System. Notwithstanding anything herein or in the Indenture to the contrary, if, after any Fiscal Year, amounts in the Repair and Replacement Fund exceed the Repair and Replacement Fund Funding Requirement, such amounts in excess of the Repair and Replacement Fund Funding Requirement held in the Repair and Replacement Fund may be released and used by the City for any lawful purpose. Notwithstanding any provision of this Purchase Agreement or the Indenture to the contrary, the Repair and Replacement Fund is in no way pledged or liened pursuant to this Purchase Agreement as a source of payment for the Purchase Price, and the City may waive, terminate or modify the uses of the Repair and Replacement Fund at any time without obtaining any consent from Holders of the Series 2026 Obligations.

Section 5.2 Insurance. The City shall maintain insurance on the System (which may take the form of or include an adequately-funded program of self-insurance), for the benefit of the Holder or Holders of the Series 2026 Obligations payable wholly or in part from the Revenues, for the full insurable value of all buildings and machinery and equipment therein, against loss or damage by fire, lightning, tornado or winds, and all other combustible property against loss or damage by fire or lightning, and other coverages and amounts of insurance (including public liability and damage to property of others to the extent deemed prudent by the City), normally carried by others on similar operations. The cost of such insurance may be paid as an Operating Expense. All money received for losses under any such insurance policies, except public liability policies, is hereby pledged by the City as security for the payment of this Purchase Agreement until and unless such proceeds are paid out in making good the loss or damage in respect of which such proceeds are received or if not so used shall be placed in the Repair and Replacement Fund in addition to all other moneys required to be deposited in the Repair and Replacement Fund. Self-insurance may be maintained for the System either separately or in connection with any general self-insurance retention program or other insurance program maintained by the City; provided that (a) any such program has been adopted by the City and (b) an independent insurance or actuarial consultant appointed by the City /the City's risk manager or other appropriate officer of the City annually reviews any such program to confirm and reports to the City in writing that such program is adequate and actuarially sound.

Section 5.3 No Sale; Lease or Encumbrance Exceptions.

(a) The City shall not sell, lease, encumber or in any manner dispose of the System as a whole until all of the Series 2026 Obligations and all interest thereon and related costs of administration shall have been paid in full or provision for payment has been made in accordance with the Indenture.

(b) The City may sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exists: (a) such property is not necessary for the operation of the System, (b) such property is not useful in the operation of the System, (c) such property is not profitable in the operation of the System or (d) the disposition of such property will be advantageous to the System and will not

adversely affect the security for the Holders of the Series 2026 Obligations. In addition, the City may sell to any other municipality or political subdivision of the State or any agency of any one or more of them, any portion of the System if there is filed with the Finance Director a certificate executed by the Consultant showing that, in the opinion of the Consultant, the proposed sale will not reduce the Pledged Revenues to be received in the full Bond Year next succeeding such sale to an amount less than 120 percent of the Parity Lien Test Debt Service. In making such computation, the Consultant shall consider such matters as such Consultant deems appropriate including: (i) anticipated diminution of Revenues; (ii) anticipated increase or decrease in Operating Expenses attributable to the sale and (iii) reduction, if any, in annual principal and interest requirements attributable to the application of the sale proceeds for payment of Series 2026 Obligations theretofore Outstanding. The proceeds of the disposition of such property shall be placed in the Repair and Replacement Fund in addition to all other amounts required in the current Fiscal Year.

(c) The City may sell or otherwise transfer the System as a whole to any municipality or political subdivision or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own and operate the System on behalf of the public, and that undertakes in writing, filed with the Finance Director and the Seller, the City's obligations hereunder; provided that there shall be first filed with the Finance Director and the Seller (1) a Special Counsel's Opinion to the effect that (A) such sale will not cause interest on any of the Series 2026 Obligations to become subject to federal income taxation, (B) such sale will not materially diminish the security of the Holders of the Series 2026 Obligations (which opinion may be based on the Consultant's report described in clause (2), below) and (C) the obligations of the City hereunder have been validly assumed by such transferee and are the valid and legally binding obligations of such transferee and (2) an opinion of a Consultant expressing the view that such transfer in and of itself will not result in any diminution of the Pledged Revenues to the extent that in the full Bond Year next succeeding such transfer the Pledged Revenues will be less than 120 percent of the Parity Lien Test Debt Service. In reaching this conclusion, the Consultant shall take into consideration such factors as he may deem significant including any rate schedule to be imposed by said political subdivision or agency. The proceeds of the disposition of such property shall be placed in the Repair and Replacement Fund in addition to all other amounts required in the current Fiscal Year.

(d) Notwithstanding the above provisions, the City may sell or lease all or any part of the System in connection with the issuance of Additional Obligations to finance additional improvements to the System or to refinance the Series 2026 Obligations, Outstanding Parity Lien Obligations or Additional Obligations provided that such sale or lease does not permit foreclosure, or other loss by the City, of such portion of the System.

Section 5.4 Books, Records and Accounts. The City shall cause to be kept proper books, records and accounts of the System in accordance with standard accounting practices and procedures customarily used for systems of similar nature.

Section 5.5 Satisfaction of Liens. The City shall, from time to time, duly pay and discharge or cause to be paid and discharged all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Pledged Revenues, as well as any lawful claims for labor, materials or supplies that if unpaid might by law

become a lien or charge upon the System or the revenues or any part thereof or that might impair the security of the Series 2026 Obligations, except when the City in good faith contests its liability to pay the same.

Section 5.6 Disconnection of Service for Non-Payment; No Free Service.

(a) The City shall diligently enforce payment of all bills for services supplied by the System. If a bill becomes delinquent and remains so for a period to be determined in accordance with City policy from time to time, the City shall discontinue service in accordance with the laws of the State to any premises the owner or occupant of which shall be so delinquent, and will not recommence such service to such premises until all delinquent charges with penalties shall have been paid in full or provisions for payment satisfactory to the City shall have been made. The City shall do all things and exercise all remedies reasonably available to assure the prompt payment of charges for all services supplied by the System.

(b) No free service shall be furnished by the System to the City or any department thereof or to any person, firm or corporation, public or private, or to any public agency or instrumentality, except as provided herein. The reasonable cost and value of all service rendered to the City and its various departments by the System shall be charged against the City and will be paid for as the service occurs from the City's current funds. All payments so made shall be considered Revenues and shall be applied in the manner herein provided for the application of the Revenues of the System.

Section 5.7 No Competing System. The City shall not, to the extent permitted by law, grant a franchise or permit for the operation of any competing system in the City/ within, in whole or in part, the service areas of the System. This Section 5.7 only applies to new competing systems, and any existing competing systems as of _____ 1, 2026 are permitted.

Section 5.8 Taxes. All taxes of any type or nature charged to the Seller by reason of this Purchase Agreement or affecting the Series 2026 Property or affecting the amount available to the Seller from payments received hereunder for the payment of the Series 2026 Obligations (including charges assessed or levied by any governmental agency, district or corporation having power to levy taxes) shall upon receipt of invoices therefor be paid by the City. Upon written request of the City, the Seller, subject to Section 8.2(v) of the Indenture, shall cooperate with the City in taking whatever steps determined by the City are necessary to contest the amount of tax, or to recover any tax paid if the City believes such tax or assessment to be improper or invalid. The City shall reimburse the Seller for any and all costs, including reasonable attorneys' fees and expenses, thus incurred by the Seller.

ARTICLE VI
INDEMNIFICATION

To the extent permitted by law, the City hereby indemnifies and holds the Seller, its directors, officers, agents, attorneys and employees, harmless for, from and against any and all claims, expenses, liens, judgments, liability or loss whatsoever, including reasonable legal fees and expenses, relating to or in any way arising out of (a) this Purchase Agreement, the Indenture, any documents executed in connection herewith or therewith, financing statements, supplements,

amendments or additions thereto or the enforcement of any of the terms thereof; (b) the Series 2026 Obligations; (c) any official statement or disclosure documents, either preliminary or final, pertaining to such Series 2026 Obligations; (d) the sale and execution and delivery of the Series 2026 Obligations or the transactions contemplated in any of the aforementioned acts, agreements or documents; or (e) the acquisition, purchase, ownership, lease, possession, rental, use, operation, sale or disposition of the Series 2026 Property hereunder or in connection herewith (including, without limitation, expense, liability or loss relating to or in any way arising out of injury to persons, property or the environment, patent or invention rights or strict liability in tort). The right of the Seller to indemnification from the City shall not extend to claims, suits and actions successfully brought against the Seller for, or losses, liabilities or expenses incurred as a result of, the negligence, bad faith or willful misconduct of the Seller. To the extent that the City makes or provides for payment to the satisfaction of the Seller under the indemnity provisions hereof, the City shall be subrogated to the rights of the Seller with respect to such event or condition and shall have the right to determine the settlement of claims thereon, it being agreed that, except to the foregoing extent, the Seller shall have the right to determine such settlement. The City shall pay all amounts due hereunder promptly upon notice thereof from the Seller. In case any action, suit or proceeding is brought against the Seller, if any, by reason of any act or condition which requires indemnification by the City hereunder, the Seller shall notify the City promptly of such action, suit or proceeding, and the City may (and shall upon the request of the Seller), at the expense of the City, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, by counsel designated by the City and approved by the Seller. If the Seller desires to participate in the defense of such action, suit or proceeding through its own counsel, it may do so at its own expense; provided, however that the Seller's separate counsel shall be at the City's expense if (i) the employment of such counsel has been authorized by the City, or (ii) the City shall have failed promptly after receiving notice of such action from the Seller to assume the defense of such action and employ counsel reasonably satisfactory to the Seller, or (iii) the named parties to any such action (including any impleaded parties) include the Seller and the City, and the Seller shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the City, or (iv) the Seller shall have been advised by counsel that there is a conflict on any issue between the Seller and the City. The Seller, its directors, officers, agents, attorneys, and employees, shall not be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in connection with the Series 2026 Property. These indemnity provisions shall survive the satisfaction and expiration of this Purchase Agreement and the Indenture and the earlier removal or resignation of the Trustee, as assignee of the Seller, and Seller under this Purchase Agreement.

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.1 Purchase Events of Default. Any one or more of the following events ("*Purchase Events of Default*") shall constitute a default under this Purchase Agreement:

(a) The City shall fail to make any payment when due under Section 3.3(b)(ii) or (iii); or

(b) The City shall fail to make any payment under Section 3.3(b)(i), (iv) or (v) for a period of 30 days after notice of such failure shall have been given in writing to the City by the Seller or by the Trustee; or

(c) The City shall fail to perform any other covenant in this Purchase Agreement for a period of 30 days after written notice specifying such default shall have been given to the City by the Seller or the Trustee, provided that if such failure is a type that cannot be remedied within such 30 day period, it shall not be deemed a Purchase Event of Default so long as the City diligently tries to remedy the same; or

(d) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the federal Bankruptcy statutes, as amended, or under any similar acts which may be enacted after execution of this Purchase Agreement.

Section 7.2 Remedies on Default by City. Upon the occurrence of a Purchase Event of Default, the Trustee, as Seller, shall, but only if indemnified to its satisfaction by the Holders (if acting upon direction from the Holders of a majority in aggregate principal amount of the Series 2026 Obligations), without further demand or notice, exercise any of the available remedies at law or in equity, including, but not limited to, specific performance, however, under no circumstances may amounts due hereunder be accelerated. Upon the filing of suit by the Trustee, any court having jurisdiction of the action may appoint a receiver to administer the System for the City with power to charge and collect fees sufficient to pay all of the Operating Expenses and to make all required payments hereunder. The Trustee, as Seller, may assign any or all of its rights and privileges under this Section to the Trustee, and upon furnishing evidence of such assignment to the City, the Trustee may exercise any or all of such rights or privileges as it may deem advisable. Nothing herein shall be deemed to authorize the Seller to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment, or composition affecting the Series 2026 Obligations or the rights of any Holder thereof, or to authorize the Seller to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

Section 7.3 Default by Seller. The Seller shall in no event be in default in the performance of any of its obligations under this Purchase Agreement unless and until the Seller shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City to the Seller properly specifying how the Seller has failed to perform any such obligation. No default by the Seller shall relieve the City of its obligations to make the various payments required in this Purchase Agreement, so long as any of the Series 2026 Obligations remain Outstanding; however, the City may exercise any other remedy available at law or in equity to require the Seller to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to the Trustee under the Indenture.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Arizona Law to Govern; Entire Agreement.

(a) This Purchase Agreement shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

(b) This Purchase Agreement and the Indenture express the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or by representation to the other party with respect to the matters covered by this Purchase Agreement which is not expressly set forth in this Purchase Agreement or in the Indenture.

Section 8.2 Amendments for Securities and Exchange Commission, Blue Sky and Other Limited Purposes. If it shall ever become necessary to make any amendment to this Purchase Agreement or to the Indenture in order to permit the qualification of the Indenture under the Trust Indenture Act of 1939 or the registration of the Series 2026 Obligations with the Securities and Exchange Commission or the sale of the Series 2026 Obligations in accordance with the "blue sky" laws of any state, the City and the Seller shall agree to such amendments to both this Purchase Agreement and the Indenture as may be necessary or advisable, based on an Opinion of Counsel, to permit such qualification, registration or sale.

Section 8.3 Assignment and Pledge of Seller's Interest in Purchase Agreement. The Trustee as Seller assigns, mortgages, hypothecates and pledges to the Trustee all and every part of the right, privilege and interest of the Seller in this Purchase Agreement. The City consents to such assignment, mortgage hypothecation and pledge.

Section 8.4 Recordation and Filing of Instruments. The City shall prepare all documents of every kind and description, make all filings and recordings and shall deliver all Opinions of Counsel to the Trustee as Seller hereunder and to the Trustee required under any provision of the Indenture.

Section 8.5 Right of Seller and Trustee to Perform City's Obligations. In the event that the City should fail for any reason to make any payment or perform any obligation under this Purchase Agreement, and such failure shall continue for a period of 30 days after written notice has been given to the City by the Trustee as Seller or the Trustee specifying such failure and requesting that it be remedied, the Trustee as Seller may but shall not be required to make any such payment or to perform any such duty. The amount of such payment and all expenses reasonably incurred by the Trustee as Seller in making such payment and performing such duty shall be additional items payable hereunder and shall be paid by the City immediately upon invoices by the Trustee as Seller with interest at the average rate of interest applicable to the Series 2026 Obligations from the date said payment was due or expenses incurred to the date of payment by the City.

Section 8.6 Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, delivered, or transmitted by telecopy, telex or other electronic

transmission that produces written evidence of its delivery, to the party for which the same is intended, as follows:

To the Seller:	UMB Bank, n.a. 2777 East Camelback Road, Suite 350 Phoenix, Arizona 85016 Attention: Corporate Trust Department
To the City:	City of Eloy, Arizona 595 North C Street, Suite 103 Eloy, Arizona 85131 Attention: Finance Director
To the Trustee:	UMB Bank, n.a. 2777 East Camelback Road, Suite 350 Phoenix, Arizona 85016 Attention: Corporate Trust Department

or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party to this Purchase Agreement.

Section 8.7 Amendments. This Purchase Agreement may only be amended with the express written consent of the Trustee and in accordance with the provisions of the Indenture.

Section 8.8 Severability. If any term or provision of this Purchase Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Purchase Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Purchase Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 8.9 Counterparts. This Purchase Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one Purchase Agreement, and it is also understood and agreed that separate counterparts of this Purchase Agreement may separately be executed by the Seller and the City, all with the same full force and effect as though the same counterpart had been executed by both the Seller and the City.

Section 8.10 Assignment by City. Neither this Purchase Agreement nor any interest of the City herein may at any time after the date hereof, without the prior written consent of the Trustee, be mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation of law or otherwise. The City shall at all times remain liable for the performance of all of the covenants and conditions on its part to be performed, notwithstanding any such action.

Section 8.11 Interested Parties. Nothing in this Purchase Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, the Paying Agent, if any, and the Holders of the Series 2026 Obligations, any right, remedy or claim under or by reason of this Purchase Agreement or any

covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Purchase Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Paying Agent, if any, and the Holders of the Series 2026 Obligations.

Section 8.12 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Seller acknowledges that this Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Purchase Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Seller shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Seller of the foregoing shall be deemed a material breach of this Purchase Agreement and may result in the termination of the services of the Seller by the City. The City retains the legal right to randomly inspect the papers and records of the Seller to ensure that the Seller is complying with the above-mentioned warranty. The Seller shall keep such papers and records open for random inspection during the Seller's normal business hours. The Seller shall reasonably cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. The City shall, to the extent not otherwise prohibited by applicable law, preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including, without limitation, such information.

(c) To the extent applicable, pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Seller hereby certifies it is not currently engaged in, and for the duration of this Purchase Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Seller's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

(d) To the extent applicable, pursuant to A.R.S. § 35-394, the Seller hereby certifies it does not currently, and for the duration of this Purchase Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Seller without any current independent investigation or without any future independent investigation for the duration of this Purchase

Agreement. If the Seller becomes aware during the duration of this Purchase Agreement that it is not in compliance with such certification, the Seller shall take such actions as provided by law, including providing the required notice to the City. If the City determines that the Seller is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Seller's role as seller hereunder, and as trustee, in accordance with Article VIII of the Indenture.

Section 8.13 Holidays. When any action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

Section 8.14 Instructions. The Seller shall have the right to accept and act upon Instructions given pursuant to this Purchase Agreement by Authorized Officers and delivered using Electronic Means; provided, however, that the City shall provide to the Seller an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Seller Instructions using Electronic Means and the Seller in good faith elects to act upon such Instructions, the Seller's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Seller cannot determine the identity of the actual sender of such Instructions and that the Seller shall presume that directions that purport to have been sent by an Authorized Officer have been sent by such Authorized Officer listed on the incumbency certificate provided to the Seller. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Seller and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Seller shall not be liable for any losses, costs or expenses arising directly or indirectly from the Seller's good faith reliance upon and compliance with such Instructions, to the extent consistent with the provisions of this Purchase Agreement, notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Seller, including without limitation the risk of the Seller acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Seller and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Seller immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 8.15 The Seller. The Seller is the seller of the Series 2026 Property described in this Purchase Agreement solely for purposes of effecting the financing described in this Purchase Agreement and the Indenture, bears no responsibility for the Series 2026 Property and shall in no event be reflected in the chain of title for the Series 2026 Property. UMB Bank, n.a., not individually or personally, but solely as Trustee under the Indenture, is entering into this Purchase

Agreement as Seller, in the exercise of the powers and authority conferred and vested in it under the Indenture, and shall have the same rights, protections, immunities and indemnities under this Purchase Agreement as afforded to the Trustee under the Indenture as if set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Seller have caused their respective corporate names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

UMB BANK, N.A.,
as Seller

By _____
_____, Vice President

CITY OF ELOY, ARIZONA,
as Purchaser

By _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Greenberg Traurig, LLP, Special Counsel

ACKNOWLEDGEMENT AND ACCEPTANCE

UMB Bank, n.a., as trustee (the "*Trustee*") under the Indenture, dated as of the date of this Purchase Agreement, between the City and the Trustee, has caused its corporate name to be signed to this Purchase Agreement by its duly authorized officer, all as of the day and year first above written, for purposes of acknowledging receipt of this Purchase Agreement and accepting the assignment and pledge of the Seller contained in Section 8.3.

UMB BANK, N.A., as Trustee

By _____
_____, Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2026 PROJECTS

The Series 2026 Projects include construction, expansion and improvement of the water and wastewater systems of the System, including the following:

EXHIBIT B

FORM OF BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That UMB Bank, n.a., a national association authorized to do trust business in the United States of America, including in the State of Arizona (the "*Trustee*"), solely as Trustee pursuant to the Series 2026 Obligation Indenture dated as of _____ 1, 2026, by and between the City of Eloy, Arizona (the "*City*"), and the Trustee, as Seller under the Series 2026 Purchase Agreement dated as of ____ 1, 2026 (the "*Purchase Agreement*"), by and between the City and the Trustee, as Seller, for good and valuable consideration received by the Seller from the City, receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey (without recourse, representation or warranty) to the City, its successors and assigns, the Series 2026 Property as defined in the Purchase Agreement, to have and to hold the property as sold to the City and its successors and assigns forever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this _____ day of _____, 2026.

UMB BANK, N.A., as Trustee, as Seller

By _____
_____, Vice President

Research Update:

Eloy, AZ Series 2026 Water And Wastewater Obligations Assigned 'A+' Rating

April 14, 2026

Overview

- S&P Global Ratings assigned its 'A+' long-term rating to the City of Eloy, Ariz.'s $20 million series 2026 water and wastewater system revenue obligations and $1 million series 2026 water and wastewater system revenue refunding obligations.
- The outlook is stable.

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Rationale

Security

Purchase payments from Eloy to the trustee pursuant to a city purchase agreement secure the obligations. Net revenue from the city's water and wastewater systems secures the purchase payments. We view the obligation covenants as credit neutral.

Proceeds from the first series 2026 obligations will be finance necessary infrastructure improvements for the water and wastewater systems, while second series 2026 proceeds will refund existing loans for interest cost savings. After issuance, the city will have $21 million of revenue debt outstanding.

Credit highlights

The rating reflects our view of the utility system's recently steady debt service coverage (DSC) and robust liquidity on a days' cash basis, despite a service area characterized by relatively low incomes, elevated rates, and a moderately remote location, roughly an hour from both Phoenix and Tucson. The rating further reflects our view of the system's proactive management team with full rate-raising autonomy (subject to council approval), as well as its limited reliance on the Colorado River. Eloy primarily sources its water from three city-owned wells, but also has access to the Central Arizona Project, which in turn gets its water from the Colorado River. While the city relies minimally on the project given its location in a desert climate with high drought exposure, we believe it is still vulnerable to potential water stress given significant uncertainty surrounding the renegotiating of the river's operating guidelines. (For more information, see "Dry Run: The

High Stakes Race Redefining The Colorado River's Downstream Credit Challenges," March 19, 2026.) Even so, based on current capacity and water supply, management believes that the water supply is sufficient for the next 20 years.

The city provides water and wastewater services to a population of roughly 18,000. Given its location, growth has been slight in recent years as the larger metropolitan areas continue to expand beyond their borders. However, for the city, this growth is likely to remain slow over the next five years as any major new developments are likely to be built only after the expansion of the city's wastewater main, which will open up several undeveloped areas. After this occurs, we are likely to see more growth-related pressures and a possible moderation of financial metrics. For the past three years, DSC has averaged a solid 2.3x, with this level expected to be sustained given preapproved rate increases, limited additional debt plans, and regular rate studies. While cash is limited on a nominal basis given the utility's small size, liquidity has grown over the past several years and has averaged over 700 days in the past three years. We are likely to see some use of reserves, as portions of the capital plan will be funded internally, but we expect cash to remain mostly in line with historical trends.

The rating further reflects our view of the system's:

- Primarily residential status yet relatively small size with a revenue base of slightly more than $6 million, located on a major corridor between the two largest cities in Arizona, with wealth and income metrics much lower than the national average.
- Affordability that is likely to be pressured considering sizable, preapproved rate increases and below-average income levels. Both water and wastewater rates will increase by over 10% a year in fiscal years 2025 to 2027, with smaller increases beyond that.
- Projections for DSC to remain above 2x through 2030, coupled with slight projected declines in liquidity;
- Manageable debt burden with limited additional financing plans; and
- Operational and financial management policies and practices that align with those of similarly rated peers, with regularly -updated planning, infrastructure oversight, and forward-looking rate setting procedures.

Environmental, social, and governance

Eloy faces elevated environmental risk, highlighted by drought conditions and water supply concerns as a result of higher temperatures and hydrologic volatility. Demand tends to increase as temperatures rise, exacerbating this vulnerability. Hotter weather also degrades assets and increases health and safety risks. In the medium-to-longer term, we expect Arizona will have outsized exposure to rising temperatures and hydrologic volatility. The city promotes water conservation and has sufficient capacity for its service area. Its water distribution network is also comparably very efficient, as the underground infrastructure is relatively new, and its lost water percentage is below 10%.

We view social risk as somewhat elevated given a high combined utility rate (compared with local income levels) that is expected to continue to increase as the rate plan is implemented, which could pressure affordability.

Governance is typical for a municipal utility, with autonomous rate setting, budget-to-actual monitoring, reasonable budget assumptions, and efforts such as cybersecurity that are aimed at mitigating emerging risks. However, we are monitoring the status of Arizona House Concurrent

Resolution (HCR) 2052, as a potential rate moratorium would meaningfully worsen our view of governance.

Outlook

The stable outlook reflects our expectation that the city will continue on its rate plan, maintaining DSC at no less than historical levels, while working through its capital plan and managing escalating costs.

Downside scenario

We could lower the rating if the city's economic metrics materially decline, or if rising operational, capital, or debt service costs pressure the budget, leading DSC or liquidity to deteriorate. We could also take negative rating action should state regulation impede the utility's ability to recover costs through utility rates.

Upside scenario

We could raise the rating if economic metrics improved, as evident in expansion in the revenue base or income levels, coupled with an improvement in rate affordability, amid maintenance or improvement of financial metrics.

Eloy, Arizona--economic and financial data

		Fiscal year-end			
	Most recent	**2025**	**2024**	**2023**	**Median (A+)**
Economic data					
MHHEBI of the service area as % of the U.S.	88.0				94.0
Unemployment rate (%)	4.1				3.8
Poverty rate (%)	11.0				11.7
Water rate (6,000 gallons or actual; $)	55.9				41.5
Sewer rate (6,000 gallons or actual; $)	44.7				40.9
Annual utility bill as % of MHHEBI	2.0				1.3
Operational management assessment	Standard				Good
Financial data					
Total operating revenue ($000s)		6,058	6,064	5,446	7,991
Total operating expenses less depreciation ($000s)		3,422	3,460	3,165	5,921
Net revenue available for debt service ($000s)		2,886	2,770	2,308	--
Debt service ($000s)		1,194	1,242	1,001	--
S&P Global Ratings-adjusted all-in DSC (x)		2.4	2.2	2.3	1.7
Unrestricted cash ($000s)		8,520	6,535	4,825	7,687
Days' cash of operating expenses		909	689	556	564
Total on-balance-sheet debt ($000s)		21,000	9,823	10,766	16,465
Debt-to-capitalization ratio (%)		30.1	33.6	39.0	36.0
Financial management assessment	Standard	--	--	--	Good

Eloy, Arizona--economic and financial data

		Fiscal year-end			
	Most recent	**2025**	**2024**	**2023**	**Median (A+)**

Note: Most recent economic data available from our vendors. DSC--Debt service coverage. MHHEBI--Median household effective buying income.

Ratings List	
New Issue Ratings	
US$1,000,000 Eloy, Arizona, Water & Wastewater System Revenue Refunding Obligation, (Eloy, Az), Series 2026, dated: Date of Delivery, due: July 1, 2045	
Long Term Rating	A+/Stable
US$20,000,000 Eloy, Arizona, Water & Wastewater System Revenue Obligation, (Eloy, Az), Series 2026, dated: May 15, 2026, due: July 1, 2056	
Long Term Rating	A+/Stable
New Rating	
Water & Sewer	
Eloy, AZ Water and Sewer System Revenues	A+/Stable

The ratings appearing below the new issues represent an aggregation of debt issues (ASID) associated with related maturities. The maturities similarly reflect our opinion about the creditworthiness of the U.S. Public Finance obligor's legal pledge for payment of the financial obligation. Nevertheless, these maturities may have different credit ratings than the rating presented next to the ASID depending on whether or not additional legal pledge(s) support the specific maturity's payment obligation, such as credit enhancement, as a result of defeasance, or other factors.

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