

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

| | | |
|------------------------------|---|---------------------------------------|
| |) | |
| In re: |) | Chapter 11 |
| |) | |
| AVAYA, INC., <i>et al.</i> , |) | Case No. 23-90088 (DRJ) |
| |) | |
| Debtors. |) | Jointly Administered |
| |) | |
| |) | Re: Docket Nos. 47, 77 and 221 |

LIMITED OBJECTION OF ELEMENT FLEET CORPORATION TO DEBTORS’ EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF

Element Fleet Corporation (“**Element Fleet**”) objects, to the limited extent set forth herein, to Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief [Docket No. 47] (the “**Financing Motion**”).

In support, Element Fleet respectfully represents as follows:

I. BACKGROUND

1. On February 14, 2023 (the “**Petition Date**”), the above-captioned Debtors commenced the captioned cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

2. Element Fleet is one of the largest fleet vehicle lessors and fleet service providers in the world. Debtors and Element Fleet are parties to an agreement pursuant to which Element



Fleet leases vehicles to Debtors (the “**Vehicle Lease**,” *see* attached **Exhibit 1**) and an agreement pursuant to which Element Fleet provides various services in connection with such vehicles (the “**Services Agreement**,” *see* attached **Exhibit 2**).

3. The Vehicle Lease contemplates that the number of vehicles subject thereto may change from month to month as Debtors may: (i) request and, subject to approval by Element Fleet, obtain additional vehicles thereunder, and (ii) subject to the terms of the Vehicle Lease, return vehicles to Element Fleet they no longer wish to lease. On information and belief, Debtors since the Petition Date have used, and continue to use, the Leased Vehicles in the ordinary course of business operations.

4. Pursuant to the terms of the Vehicle Lease, returned vehicles are disposed of by Element Fleet, possibly by private sale or by auction or as otherwise allowed by the Vehicle Lease. If the amount obtained from the disposition of such vehicles is in excess of remaining “book value” and disposition costs (“**Disposition Funds**”) then such may be returned to the customer-lessee, but, if the customer-lessee is in default, such amounts may be offset by Element Fleet against amounts due under either the Vehicle Lease or the Services Agreement. Conversely, if there is a deficiency between the amount obtained from disposition and remaining book value then the customer- lessee is obligated to remit the deficiency to Element Fleet.

II. LIMITED OBJECTION

5. Any relief granted by the Court pursuant to the Financing Motion should not impair any of Element Fleet’s rights under the Vehicle Lease or the Services Agreement including, without limitation, Element Fleet’s right to use the Disposition Funds as provided under the Vehicle Lease. Element Fleet objects to the Financing Motion to the extent the Leased Vehicles, the Vehicle Lease, the Services Agreement, or the rights with respect to which or proceeds of any

of the foregoing are included in or intended to be included among the collateral against which liens and security interests are to be granted to the Lender as such would be contrary to Element Fleet's existing lending arrangements, the terms of applicable agreements and bankruptcy law.

6. First, Element Fleet's affiliate Gelco Fleet Trust, is indicated as the owner of the Leased Vehicles on their respective certificates of title. If any secured parties are indicated on any such certificates of title they would be Gelco Fleet Trust's lenders. The terms of GE Fleet Trust's loans prohibit any other liens against the Leased Vehicles.

7. Second, the Vehicle Lease and the Services Agreement each restricts assignment of any interest therein. Further, the Services Agreement is a financial accommodation contract under § 365 of the Bankruptcy Code which cannot be assumed or assigned without the consent of Element Fleet.

8. Element Fleet's limited objection can be resolved with language clarifying that the collateral to be subject to the DIP Lender's liens will not include any of the Leased Vehicles, the Vehicle Lease, the MSA, the right with respect to which or proceeds thereof, and that the relief granted pursuant to the Financing Motion will not impair any of Element Fleet's rights under the foregoing agreements including, without limitation, the right to use the Disposition Funds as provided by the Vehicle Lease and otherwise as an offset to or as a recoupment of any amounts owed by the Debtors to Element Fleet.

9. Accordingly, Element Fleet in resolution of this limited objection would agree to inclusion of satisfactory language to be included in the final order on the Financing Motion protecting its rights and interests under the Vehicle Lease and Services Agreement and in respect of the Leased Vehicles.

WHEREFORE, Element Fleet respectfully objects to the Financing Motion as set forth herein; and requests that the Court grant all other relief to which it is or may be entitled.

Dated: March 2, 2023

SAUL EWING LLP

/s/ John D. Demmy

John D. Demmy (DE Bar No. 2802)

1201 N. Market Street, Suite 2300

P.O. Box 1266

Wilmington, DE 19899

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Attorneys for Element Fleet Corporation

EXHIBIT 1

Vehicle Lease



GE Fleet Services

Master Lease Agreement

The following terms and conditions shall apply to the provision and use of the products and services provided pursuant to the addenda and attached Statement of Work (Exhibit A) and Pricing document (Exhibit B).

RECITALS

WHEREAS, Customer, Inc. ("Customer") desires to purchase, and GE Fleet Services ("GEFS") desires to provide services related to fleet management ("Services") pursuant to this Agreement and per Customer approved procedures;

WHEREAS, the Services will be performed and delivered to meet defined operations standards and performance standards (including Service Levels) and shall improve continuously over the Term of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

This Master Lease Agreement (the "Agreement") is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned (the "Customer"). If more than one party executes this Agreement as Customer, each shall be jointly and severally liable hereunder.

1. LEASE; DISCLAIMER. GEFS hereby agrees to lease to Customer and Customer hereby agrees to lease from GEFS certain Vehicles for use in its business. Customer shall order a Vehicle for lease by placing an order. A Vehicle order becomes noncancelable when GEFS becomes obligated to the manufacturer to pay for the Vehicle. Customer's Vehicle Order shall authorize GEFS to purchase such Vehicle subject to the then current warranty of the manufacturer. GEFS hereby assigns the manufacturer's warranty to Customer for the Lease Term. **CUSTOMER UNDERSTANDS THAT GEFS IS NOT THE MANUFACTURER, DESIGNER OR DISTRIBUTOR OF THE VEHICLES AND THAT EACH VEHICLE (INCLUDING ANY SPECIFIED MODIFICATION) ORDERED IS OF A DESIGN SELECTED BY CUSTOMER AND SUITABLE FOR ITS PURPOSES. GEFS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF A VEHICLE; THE DESIGN, QUALITY OR CAPACITY OF A VEHICLE; OR COMPLIANCE OF A VEHICLE WITH APPLICABLE LAW.**

2. DELIVERY. Customer shall take delivery within 5 business days of notice that the Vehicle is available. The Vehicle is deemed to be available when the Vehicle has been properly tagged (with temporary tags) and serviced. If Customer fails to do so, GEFS may, for purposes of beginning rental charges, treat such 5th business day as the date of acceptance. Customer shall inspect a Vehicle at the location of delivery for conformity to the Vehicle Order. Customer's removal of the Vehicle from such location shall constitute acceptance of the Vehicle. If Customer requests that GEFS, prior to delivery to Customer, deliver one or more Vehicles to an upfitter, body company, installer or other third party and/or obtain certain equipment or parts from a specific vendor (each, a "Vendor"), then Customer assumes all risks of doing business with Vendor; including without limitation, the Vendor's creditworthiness. Customer agrees that Customer's obligation to pay rent and other amounts with respect to such Vehicle shall be unconditional and that Customer shall not be entitled to any reduction of, or setoff against,

such amounts (provided, however, that any such payment shall not prejudice Customer's right to claim adjustment or reimbursement).

3. TERM OF AGREEMENT. This Agreement shall commence on the Effective Date, and continue for thirty-six (36) months with two (2) twelve (12) month options to extend, or until canceled or terminated by either party upon sixty (60) days' written notice to the other. Notwithstanding termination, this Agreement shall remain in effect with respect to each Vehicle then leased and each Vehicle Order processed by GEFS until all terms and conditions of this Agreement are satisfied.

4. LEASE TERM. Each Vehicle shall be leased for an initial term of 12 months beginning with the date of acceptance of the Vehicle ("Initial Lease Term"). Thereafter, the Lease Term may be renewed monthly for the lesser of the Maximum Lease Term (autos: 60 months; light trucks: 60 months; and medium and heavy trucks: 96 months) or the amortization term set in the respective Vehicle Order.

5. OPERATION. Customer shall operate the Vehicles in the United States and in accordance with applicable federal, state and local law governing Vehicle use, operation, maintenance or alteration. Customer will use commercially reasonable efforts to repair the Vehicles and to maintain them in safe and good mechanical condition. All non-removable additions to a Vehicle become the property of GEFS and shall be surrendered with the Vehicle. **NO VEHICLES MAY BE USED TO TRANSPORT PERSONS FOR HIRE OR HAZARDOUS SUBSTANCES.**

6. NET LEASE. Customer covenants that it will pay all costs, expenses, fees, charges, fines, and taxes incurred in connection with the Vehicle's titling, registration, delivery, purchase, sale, rental, modification, and arising from the operation or use of the Vehicle during its Lease Term. If GEFS pays any of the foregoing amounts, Customer shall reimburse GEFS according to the parties' agreed to payment terms and pay GEFS' then current administrative charge

7. RENTAL CHARGES. Customer will pay rental for the Vehicles in accordance with the Rate Schedule, as well as all other rental charges provided for in this Agreement. Rental payment obligations shall begin with the calendar month of Vehicle delivery if the Vehicle is accepted on or before the 15th day of the month, or with the next succeeding month if the Vehicle is accepted on or after the 16th of

the month. Rental payment obligations end at the end of the month prior to the month of sale if the Vehicle is sold on or before the 15th day of the month, or at the end of the month of sale if the Vehicle is sold on or after the 16th day of the month. If a Vehicle Order specifies a Vehicle requiring modifications, such that it is necessary or desirable for GEFS to pay for an incomplete Vehicle or its components, GEFS shall charge Customer, as additional rental, interim financing as provided in the Rate Schedule.

8. PAYMENT TERMS. Time is of the essence. All charges are due and payable within 10 days from the receipt of invoice. Late payments will be charged in the amount of the lesser of 1½% or the highest legal interest rate, per month or fraction thereof. It is the intent of GEFS that it not receive directly or indirectly any amount in excess of that amount which may be legally paid. Any excess charges will be credited to Customer or, upon request of Customer, refunded. Customer agrees to carefully review each invoice or other statement provided by GEFS. If Customer identifies a billing error, Customer will advise GEFS promptly and in such event, GEFS' sole liability and Customer's exclusive remedy shall be appropriate adjustments in Customer's account. All charges are based upon GEFS' standard operating routines, existing business policy and computer systems capabilities.

9. SURRENDER OF VEHICLES. At the end of the minimum Lease Term, Customer may, and at the end of the Lease Term, Customer shall, upon reasonable written notice to GEFS, deliver the Vehicle to GEFS at a mutually agreed location. Prior to surrender of Vehicles, Customer may solicit offers payable in certified funds from prospective purchasers on an "as is, where is" basis, without warranty by or recourse to GEFS; provided, that Customer will not continue to use any such Vehicle after its sale. Upon surrender or, if not surrendered, at final disposition, the Vehicle shall be in good, safe and lawful operating condition. Surrender of the Vehicle shall not be effective until GEFS has actual physical possession of the Vehicle and has received all license plates, registration certificates, documents of title, odometer and damage disclosures and other documentation necessary for the sale of the Vehicle. If, upon Customer request, GEFS accepts an offer to purchase a Vehicle from a Customer or a purchaser identified by Customer and GEFS does not take actual physical possession of the Vehicle, neither surrender nor sale shall be deemed to occur until GEFS delivers the certificate of title and receives payment. Any personal property in a Vehicle upon surrender shall be deemed abandoned and may be disposed of by GEFS without liability.

10. SALE OF VEHICLES. GEFS shall solicit from prospective purchasers wholesale cash bids for Vehicles. Such Vehicles shall be sold in a commercially reasonable manner. From the sales proceeds, GEFS shall deduct all direct sales expenses paid or incurred by GEFS as well as the sale fee set forth in the Rate Schedule, the balance remaining to constitute the Net Proceeds which shall be payable to GEFS. If GEFS sells any vehicle owned by Customer or a third party, Customer agrees that the sale of such vehicle shall be subject to the indemnity herein and to pay GEFS' then current sale fee.

11. TERMINAL RENTAL ADJUSTMENT. As an incentive to the Customer to maintain the value of the Vehicle by good maintenance, repair and careful use during its Lease Term, the parties agree that the enhancement or reduction in value shall be compensated as follows:

a. Refund of Rental. If the Net Proceeds exceed the Book Value (as to each Vehicle, its Capitalized Cost as defined in the Rate Schedule, reduced by appropriate amortization), GEFS shall retain an amount equal to the Book Value, and remit the excess to Customer as a refund of rental.

b. Rental Charge. If the Net Proceeds are less than the Book Value, Customer shall pay GEFS the amount of the difference. However, if the Net Proceeds are less than the Guaranteed Residual (defined below), this rental charge is limited to the amount of the difference between the Guaranteed Residual and the Book Value. The Guaranteed Residual is 20% of the Capitalized Cost at the end of the minimum Lease Term and thereafter, 20% of the Book Value as of the end of the prior month.

12. INSURANCE. Customer shall maintain the following coverages during the Lease Term of each Vehicle with an insurance company acceptable to GEFS and deliver to GEFS a certificate thereof: **a.**

Automobile liability insurance naming GEFS as an Additional Insured with limits of not less than \$5 million combined single limit per occurrence. Customer may self-insure (including any deductibles) for not more than \$1,000 under such coverage.

b. Physical damage insurance, including comprehensive and collision insurance naming GEFS as Loss Payee with coverage for the actual cash value of each Vehicle and subject to a deductible no greater than the amount specified on the Rate Schedule. Customer shall bear all risk of loss, damage or destruction to the Vehicle (which may exceed actual cash value), however caused, from the time of acceptance until surrender to GEFS.

c. Conditions. All insurance policies shall provide for 30 days' prior written notice to GEFS of any cancellation or reduction in coverage. Customer authorizes GEFS, following an event of default hereunder, to endorse Customer's name to insurance checks related to the Vehicles.

13. INDEMNITY. CUSTOMER WILL INDEMNIFY AND DEFEND GEFS (INCLUDING ANY OF ITS AFFILIATES) AGAINST ANY LOSS, LIABILITY OR CLAIM DIRECTLY OR INDIRECTLY RELATING TO THE LEASE, MAINTENANCE, USE, CONDITION (BUT EXCLUDING CLAIMS FOR PRODUCT LIABILITY) OR SURRENDER OF ANY VEHICLE BETWEEN THE TIME OF DELIVERY TO CUSTOMER AND THE TIME OF SURRENDER. IF GEFS SELLS ANY VEHICLE TO CUSTOMER, ANY OF ITS EMPLOYEES OR A PURCHASER FROM WHOM CUSTOMER OBTAINS AN OFFER, CUSTOMER'S COVENANTS OF INDEMNITY WITH RESPECT TO SUCH VEHICLE SHALL CONTINUE. THIS INDEMNITY INCLUDES CLAIMS OF NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, BUT DOES NOT EXTEND TO CLAIMS OR LIABILITY ARISING FROM THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF GEFS, ITS AGENTS OR EMPLOYEES. IN THE EVENT OF A CLAIM AGAINST CUSTOMER ARISING FROM THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF GEFS, ITS AGENTS OR EMPLOYEES, GEFS WILL INDEMNIFY AND DEFEND CUSTOMER (INCLUDING ITS AFFILIATES) AGAINST ANY LOSS, LIABILITY OR CLAIM DIRECTLY RELATING THERETO. FOR CLARIFICATION, ANY THIRD PARTIES FROM WHOM CUSTOMER PURCHASES MAINTENANCE, FUEL OR OTHER SERVICES RELATED TO THE VEHICLES IS NOT AN AGENT OF GEFS. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. NATURE OF AGREEMENT. THE PARTIES INTEND THE LEASE OF VEHICLES HEREUNDER TO BE A TRUE LEASE PURSUANT TO MINNESOTA STATUTES §168A.17 SUBD. 1A. Customer has no right, title or interest in and to any Vehicle leased hereunder except as lessee, and Customer has no option to purchase any Vehicle. GEFS has the right to mark the Vehicle at any time stating its interest as owner and, except as specifically provided elsewhere in this Agreement, or in any Rate Schedule or other amendment or addendum hereto, to receive and retain rebates, discounts and other compensation directly or indirectly from manufacturers, suppliers and vendors with respect to the Vehicles leased hereunder. Without prejudice to the intention of the parties that this Agreement be a lease, Customer hereby grants GEFS a security interest in the Vehicles and all proceeds, accessions, documents, instruments, accounts, chattel paper, equipment and general intangibles related thereto to secure all

obligations of Customer to GEFS under this or any other agreement. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement.

15. FINANCIAL INFORMATION. The creditworthiness of Customer and any guarantor is a material condition to this Agreement. Customer shall provide GEFS with financial information reasonably requested by and satisfactory to GEFS each year of this Agreement. Nothing herein shall be construed to require GEFS to accept any Vehicle Order.

16. DEFAULT; REMEDIES.

a. Default. If Customer shall fail to make the payments or maintain insurance coverage as herein required and such failure continues for a period of five days from the date of written notice thereof or after 10 days' written notice shall fail to perform any of its other covenants under this Agreement, or Customer or any guarantor shall (i) make an assignment for the benefit of creditors, or suffer a receiver or trustee to be appointed, or file or suffer to be filed any petition under any bankruptcy or insolvency law of any jurisdiction; or (ii) discontinue a substantial portion of its business; or (iii) cease its corporate or partnership existence or die; or (iv) be in default under any other agreement it may have with GEFS; or (v) suffer a material adverse change in operating or financial condition which impairs Customer's ability to perform its obligations hereunder or GEFS' title to or rights in the Vehicles; or (vi) make any representation or warranty herein, or in any document delivered to GEFS in connection herewith or filed with any governmental entity and obtained by GEFS in connection herewith, which shall prove to be false or misleading in any material respect; then in such event Customer shall be in default under this Agreement. A default under this Agreement shall constitute a default under any other agreement Customer has with GEFS.

b. Remedies. In the event of default by Customer, GEFS shall have the right to: (i) repossess any or all Vehicles leased hereunder wherever they may be found (and for that purpose GEFS or its agents may enter upon any premises of or under the control of Customer) without canceling this Agreement; (ii) charge Customer with any deficiency between the amount due from Customer and the amount realized by selling such Vehicles to another party; (iii) collect the full rental due for the period prior to any sale of Vehicles, (iv) recover all expenses incurred to repossess said Vehicles together with reasonable attorneys' fees for enforcement of GEFS' rights; and (v) offset any amounts due to Customer against amounts due to GEFS. In addition, GEFS shall retain all rights and remedies available at law or in equity; all such rights and remedies to be cumulative and not exclusive.

17. LIMITATION OF DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS OF INDEMNITY, EACH PARTY AGREES THAT: ITS SOLE AND EXCLUSIVE REMEDY FOR ANY MATTER OR CAUSE OF ACTION RELATED DIRECTLY OR INDIRECTLY TO ANY CLAIM RELATED TO THE SUBJECT MATTER HEREOF BY THE OTHER PARTY TO THIS AGREEMENT SHALL BE A CONTRACT ACTION; DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES INCURRED; AND NO INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WILL BE CLAIMED.

18. ASSIGNMENTS. Neither CUSTOMER NOR GEFS SHALL ASSIGN, SUBLET, LIEN, ENCUMBER, OR TRANSFER ANY INTEREST IN ANY OF THE VEHICLES LEASED HEREUNDER OR ANY INTEREST IN THIS AGREEMENT TO ANY PARTY WITHOUT THE WRITTEN CONSENT OF THE OTHER; PROVIDED, HOWEVER THAT GEFS MAY ASSIGN ALL OR ANY PART OF ITS RIGHT, TITLE AND INTEREST IN THIS AGREEMENT OR THE VEHICLES, INCLUDING ALL RECEIVABLES, PROVIDED THAT ANY SUCH ASSIGNMENT DOES NOT RELIEVE GEFS OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. ANY SUCH CONSENT BY GEFS SHALL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS AND LIABILITIES.

19. RELATED ENTITIES. In the event that Customer permits any Vehicles subject to this Agreement to be used or operated by any present or future subsidiary, parent or affiliate of Customer (each a "Related Entity"), Customer agrees that notwithstanding: (a) use or operation by a Related Entity; (b) any direction by Customer to GEFS to invoice a Related Entity; and (c) any payment made by a Related Entity with respect to any Vehicle, all such Vehicles shall at all times remain subject to the terms and conditions of this Agreement and Customer shall at all times remain liable for all of the duties and obligations (for payment or otherwise) under this Agreement. Any use or operation by a Related Entity of any Vehicle shall not, in any way, constitute a sale, assignment or transfer, sublease or other disposition of such Vehicle, or any interest therein, or of any rights granted to or obligations of Customer under this Agreement.

20. WAIVER OF JURY TRIAL. BOTH PARTIES TO THIS AGREEMENT HEREBY WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS DIRECTLY OR INDIRECTLY HEREUNDER.

21. GOVERNING LAW. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY GEFS AND CUSTOMER, AND SHALL, UPON SUCH EXECUTION, BE DEEMED EFFECTIVE AS OF THE EFFECTIVE DATE. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL QUESTIONS OR DISPUTES RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE, ENFORCEMENT, OR EFFECT OF THIS AGREEMENT, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES.

22. ODOMETER DISCLOSURE STATEMENT. Federal law (and State law, if applicable) requires that Customer as lessee disclose, the mileage of each Vehicle to GEFS in connection with the transfer of ownership of the Vehicle. Failure to complete an odometer disclosure statement or making a false statement may result in fines and/or imprisonment. CUSTOMER AGREES THAT UNTIL CUSTOMER PROVIDES A REQUIRED ODOMETER OR DAMAGE DISCLOSURE STATEMENT AT TIME OF SURRENDER OF A VEHICLE, THE VEHICLE MAY NOT BE DISPOSED OF AND CUSTOMER WILL CONTINUE TO BE LIABLE FOR ALL CHARGES THAT CONTINUE TO ACCRUE WITH RESPECT TO SUCH VEHICLE.

23. PRIOR AGREEMENTS. Except for Vehicles subject to closed-end lease agreements, all Vehicles leased from GEFS shall, as of the Effective Date of this Agreement, be subject to the terms and conditions of this Agreement except with respect to monthly rental charges which shall continue to be determined in accordance with the lease agreement in effect at the time that the Vehicle was originally leased.

24. LEASE INTEGRATION. This Agreement, together with each Rate Schedule and Vehicle Order, constitutes a single, unitary, non-severable lease agreement for all Vehicles governed by this Agreement and each Rate Schedule and Vehicle Order. Any reporting or billing in connection with this Agreement that separately identifies or accounts for individual Vehicles is done for accounting or administrative purposes only and does not alter or affect the intention of GEFS and Customer that this Agreement, together with each Rate Schedule and Vehicle Order, is a single, unitary, non-severable lease agreement for all Vehicles.

25. MODIFICATIONS. This Agreement, its Exhibits, Rate Schedules, Vehicle Orders, and amendments contain the entire understanding of the parties and merge all oral understandings. Customer may issue purchase orders for administrative convenience, but such purchase orders are subject to the terms and conditions of this Agreement and shall not amend or supplement it. Any modifications, changes, or amendments may be made only in a writing duly signed by Customer and GEFS. Failure of either party to enforce any right shall not be deemed a waiver of such right.

26. NOTICES: All notices required or permitted to be delivered under this Agreement shall be in writing, unless otherwise

specified, and either mailed by prepaid overnight express courier or hand delivered and addressed to each party as follows:

For Customer:
Janine Bataglia
Global Procurement Organization
211 Mount Airy Rd
Basking Ridge, NJ 07920
Phone: 908-953-2265

With a copy to:

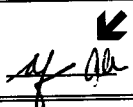
Vice President Global Real Estate
Avaya Inc.
211 Mount Airy Road
Basking Ridge, NJ 07920

For GEFS:

GE Fleet Services
3 Capital Drive
Eden Prairie, MN 55344
Attention: General Counsel

IMPORTANT! PLEASE INITIAL BELOW:

GEFS Initials CL

CUSTOMER INITIALS 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives.

AVAYA INC. (Customer)

By: Almanic Falbo
Title: Vice President Global Operations 3-31-05
(President, Vice President, Treasurer, or provide certificate of authority)
Address: 211 Mt. Airy Road
Basking Ridge, NJ 07920

GE FLEET SERVICES (GEFS)

By: Janine Bataglia
Title: Authorized Signatory
Address: Three Capital Drive, Eden Prairie, MN 55344
EFFECTIVE DATE: 4/1/05



GE Fleet Services

Master Lease Agreement
Business Use Certification

1. Customer certifies under penalty of perjury that it intends the Vehicles leased pursuant to this Agreement to be used more than 50% in the trade or business of Customer; and
2. Customer has been advised that GEFS and not Customer will be treated as the owner of the Vehicles for Federal Income Tax purposes.

Avaya Inc. (Customer)

By:

Almaire Falbo

Title:

Vice President Global Operations

3-31-05

(President, Vice President, Treasurer, or provide certificate of authority)
Form 11/03

Avaya Inc. Statement of Work

Exhibit A to Master Lease Agreement

This Statement of Work is attached to and made a part of that certain Master Lease Agreement dated as of ~~April~~ March 1, 2005 ("Master Lease Agreement") and Master Services Agreement, and all addenda related thereto, dated as of ~~March~~ ^{April} 1, 2005 ("Master Services Agreement"; the Master Lease Agreement and the Master Services Agreement are referred to together herein as the "Agreements"). Capitalized terms used in this Statement of Work and not otherwise defined will have the meaning given in the Agreements.

Section I

GEFS shall provide an Account Manager, who shall function as the Customer's single point of contact for inquiries, problem resolution and escalation. It is understood that Customer will escalate concerns and problems beyond the GEFS Account Manager in the event Customer deems the Account Manager's response is not timely or adequate, provided, however, such efforts to resolve concerns, problems, or disputes in no way waives any rights of Customer to pursue rights and remedies to Customer in law or equity. Normal day-to-day business activities shall be conducted between the respective working level employees designated by the parties. GEFS provided services shall fall into four areas as follows:

A. Vehicle Provisioning

1. When requested by Customer, GEFS shall consult with Customer regarding Vehicle orders, including, but not limited to, the forwarding of Vehicle manufacturer specifications, providing forms and explanations semi-annually. It is understood that GEFS shall function as the Customer's consultant with respect to Vehicle provisioning/upfitting process. The processes defined and provisions set forth apply to car and light duty truck purchases.
2. Customer shall initiate a Vehicle order by submitting an electronic order via GEFS' online ordering system. GEFS and Customer will develop a manual ordering process as a backup to the online ordering process. If the GEFS online system is not available during normal business hours for more than 60 consecutive minutes, and so long as the online system remains unavailable, Customer will have the ability to submit orders via this alternate ordering method at no additional cost to Customer and GEFS will process the manual order as if was transmitted electronically.
3. Upon receipt of an order:
 - a. GEFS shall evaluate order for conformation to the manufacturer's standards and notify Customer of any errors within one (1) business day of receipt, after which Customer shall assume the order is a buildable Vehicle.
 - b. Within two (2) business days of receipt of an order, GEFS shall:
 - (i) Place an order for the Vehicle specified on the order.
 - (ii) Provide Customer with an electronic order acknowledgment.

If required, GEFS shall place additional orders with the applicable suppliers for the upfitting and/or marking of the Vehicle within 5 business days of receipt of order as per Customer approved vehicle specifications. Unless otherwise instructed or agreed to, GEFS shall order all insignia supplies or upfitting from Customer-designated vendors as per vehicle specifications.

- c. GEFS shall process Customer requested changes to an order made by Customer within one (1) business day of receipt of such changes until such point in production scheduling that the Vehicle manufacturer will not accept further changes.

Avaya Inc. Statement of Work

4. Within three days' receipt of manufacturer's statement of origin and manufacturer's invoice, GEFS shall generate documentation necessary for delivery of the Vehicle.
 - a. GEFS shall perform audit and reconciliation activities on all factory, dealer, upfitting and insignia marking invoices within one (1) business day of receipt of invoice to verify conformity with the order, and report findings to Customer. GEFS shall provide a monthly audit report to show payments made to vendors match the invoices submitted to GEFS.
 - b. GEFS shall be measured on the accuracy of all invoices submitted to Customer. Goal is 100% accuracy.
5. GEFS shall coordinate, track and ensure the accurate and timely completion of the following events for each Lease:
 - a. Manufacturer's shipment of the Vehicle to the GEFS-selected delivering dealer nearest to the driver's location (as specified by Customer) in the GEFS's dealer network. GEFS shall make reasonable efforts to select a delivering dealer located within a thirty (30) mile radius of the Customer ordering location. Customer shall have the option of specifying a delivering dealer outside the GEFS's dealer network.
 - b. Prior to Vehicle delivery, GEFS shall provide Customer's designated driver with a driver's packet, which shall include driver instructions for Vehicle maintenance.
 - c. GEFS shall manage and coordinate overall Vehicle ordering and delivery, including but not limited to notification of manufacturer to ship Vehicle to applicable upfitting supplier for the installation of racking and/or insignia marking. GEFS shall track Vehicle through the ordering process to ensure no undue delays occur or to obtain information to pass on to Customer regarding any problems encountered during the ordering process. GEFS will arrange, in all states where possible, to have the Vehicle "hard plated" prior to notifying the driver that the Vehicle is available for pick-up. In states where local political jurisdiction prevents Vehicle delivery with "hard plates", GEFS shall instruct the delivering dealer to mail "hard plates" to Customer's ordering location or to obtain the "hard plates" and have such plates available to Customer at a later date. Upon Vehicle pick-up by Customer, if Customer does not accept delivery of the Vehicle due to GEFS's material omission or error, GEFS shall promptly resolve any problem with the Vehicle.
 - d. Upon acceptance of the Vehicle by Customer, GEFS shall forward the following documentation to Customer:
 - (i) Fee and pricing documents which include an itemization of the Capitalized Cost and a complete itemization of monthly charges and fees.
 - (ii) Order documentation, including Supplier's invoice, which shall identify the Vehicle manufacturer's invoice price, applicable upfitting and insignia invoices, and a copy of the order acknowledgment.

B. Fleet Operations and Vehicle Maintenance

GEFS shall provide the following on-going Services for GEFS provided Vehicle as well as for Customer's owned Vehicles, as applicable. For purposes of the Services to be provided under this Section I, Paragraph B, the leased vehicles and vehicles owned by Customer shall be collectively referred to each as a "Vehicle" and together as the "Vehicles".

Avaya Inc. Statement of Work

1. GEFS shall provide registration support as follows:
 - a. Complete all necessary paper work required to obtain registration, stickers, or other local political jurisdiction requirements and usage charges. Customer acknowledges that in certain jurisdictions Customer and driver input will be necessary to obtain and complete required filings.
 - b. Distribute monthly Registration Expiration Reports and issue letters to Customer drivers providing instructions for required action at sixty (60) days prior to registration expiration. Concurrently, GEFS shall send initial notification letters to applicable Customer drivers and shall generate and distribute to Customer reports of letters sent to Customer's drivers. GEFS shall send exception reports to personnel as designated by Customer.
 - c. Provide monthly jeopardy reports to Customer containing the names of drivers requiring Vehicle re-registration and sorted by Customer's accounting codes. All reports shall be prepared, sorted and listed by Customer accounting codes and shall be provided to Customer by GEFS until such time that Customer shall request functional capability to generate and distribute reports.
 - d. Interface with state motor vehicle offices and offices specified by local political jurisdictions regarding registration, inspection issues and registration payments.
 - e. Return license plates to state motor vehicle offices and obtain any documentation required to obtain registration credits or affect the cessation of property tax in connection with Vehicle transfers or termination of the use of Vehicle.
 - f. Obtain city and/or county stickers with Customer's cooperation and notify Customer of any Vehicle requiring follow-up.
 - g. Negotiate special arrangements for payment of inspection fees in order to eliminate Customer driver out-of-pocket expenses.
 - h. Track and complete state transfer activity as directed or requested by Customer.
2. GEFS shall provide a twenty-four (24) hour Driver Assistance toll-free telephone number and adequate coverage for seven (7) days a week to guarantee call answering performance equal to or above the call answering performance standards which shall be mutually agreed upon between Customer and GEFS from time to time.
3. GE shall provide processing of title transfer requests of Customer-owned Vehicles. Customer shall give GEFS all powers of attorney necessary to execute such requests on Customer's behalf.
4. GEFS shall provide Fleet Management services as follows:
 - a. When requested by Customer, and so long as the Electronic Fuel Card Addendum to the Master Services Agreement remains in full force and effect, GEFS shall provide an electronic fuel card to Customer's driver and GEFS shall pay Vehicle fuel expenses incurred on the GEFS-provided fuel card. GEFS shall subsequently submit monthly invoices to Customer for paid invoices for the fuel card charges and Customer shall pay all such amounts in accordance with the terms of the Master Services Agreement. GEFS will assist Customer in ensuring policy and program compliance is followed.
 - b. GEFS shall authorize expenditures and issue purchase orders for Vehicle repair and maintenance services in accordance with the terms of the Maintenance Management

Avaya Inc. Statement of Work

Addendum to the Master Services Agreement. Customer shall define approval and escalation expense amounts based on the number of months in service and mileage. The Customer's approved authorization schedule may be changed from time to time as Customer deems appropriate. GEFS shall negotiate the price and scope of work to be performed with the repair facility and shall in all cases seek to minimize Customer's costs.

- c. GEFS shall provide monthly and quarterly expense reports to Customer. GEFS shall electronically distribute such reports to Customer's field offices. Such reports shall be delivered or available to Customer no later than the 10th day of the month following each monthly reporting period and shall include the following:
 - i. Monthly Management Report (See attached MMR)
 - ii. Monthly Fleet Expense Data /Project Phoenix
 - iii. Annual Rental Report/Avaya Corporate Tax
 - iv. Annual Lease Auto Income Inclusion Report/Avaya US Tax Operations
 - v. Annual FY Lease Report SEC Filing Form 10K/Avaya Finance
 - vi. Quarterly / Annual Lease Schedule Report Summary/Avaya Consolidations and Parent Company I/S
 - vii. Tennessee Personal Property Tax Report/Annual/Avaya Finance
 - viii. Fuel, Violation, Rental Report/Quarterly/Avaya Services
 - b. GEFS shall provide additional reports as may be reasonably requested by Customer. Customer may, at its discretion, designate any lease service provider as asset manager of its global vehicle lease program. GEFS agrees that it will comply and cooperate with such asset manager in providing requested data necessary for the management of Customer's total fleet, so long as Customer reimburses GEFS for its reasonable out-of-pocket expenses incurred in providing such data.
 - e. GEFS shall audit maintenance and repair charges (1) to verify compliance within Customer authorized expense levels, (2) for billing discrepancies and (3) for potential warranty coverage. Where the possibility of a claim for refund under a warranty exists, GEFS shall process such claim and notify Customer accordingly. All refunds, which may be obtained by GEFS, shall be promptly credited to the applicable Vehicle
 - f. Customer's request, GEFS shall process fuel card orders for lost or stolen fuel cards and shall provide an Invalid Fuel Card Usage Report, including back-up information, within sixty (60) days of receipt of billed charges. Upon Customer's request, GEFS shall investigate and challenge inquiries of charges involving purchase orders. Upon notification from Customer (via the GEFS web customer website), GEFS shall process replacement card requests for lost or stolen fuel cards within one (1) -business day. Fuel charge detail is made available on the GEFS customer website for Customer review. GEFS will assist in further investigation if requested to do so by Customer.
 - g. GEFS shall manage fuel card lifecycle and replacement procedures.
5. GEFS shall inform and consult with Customer regarding emission standards and testing, Clean Air legislation and other pertinent issues affecting Vehicle registration. Customer agrees that it will not treat such consultation as a substitute for legal advice, and that Customer is responsible for operating the Vehicles in compliance with local, state and Federal law.
 6. GEFS shall serve as Customer's consultant regarding current industry trends and products, vehicle order intervals, best business practices, benchmarking, vehicle specifications, vehicle

Avaya Inc. Statement of Work

life cycles, special requirements, etc. GEFS shall provide advice and counsel regarding vehicle fleet related subjects and concerns, as may be reasonably requested by Customer.

7. GEFS shall provide periodic industry updates and changes to State and Federal laws via GEFS's WEB site.
8. GEFS shall participate on Customer's Process Improvement teams, as requested by Customer.
9. If requested by Customer, GEFS shall pay invoices for charges on Customer-owned vehicles to the extent such vehicles are enrolled in one or more service program under the Master Services Agreement, and shall submit a consolidated invoice to Customer itemizing all paid invoices on behalf of Customer. GEFS shall process and render payment to third party within 60 days of receipt of a Customer authorized invoice.

C. The Vehicle Disposal Process

1. As requested by Customer, GEFS shall consult with Customer regarding downsizing or re-arrangement of Customer's fleet, and shall provide advice and counsel on Customer's fleet, such as age and composition of Customer's fleet, Vehicle and fleet operating costs compared to National averages and analysis of Vehicle replacement costs.
2. Upon Customer's decision to terminate the lease of a Vehicle, and subject to payment to GEFS of the amounts owing, Customer shall return the Vehicle in accordance with the Master Lease Agreement and the following procedures:
 - a. Provide to GEFS a complete and accurate authorization form for the return of Vehicle, which form shall include the odometer reading, the authorizing signature, pick-up date, and a reliable contact for access to the Vehicle. Customer shall remain responsible for maintaining the signed authorization for lease termination, which shall be provided to GEFS at GEFS's request.
 - b. GEFS shall terminate fuel card(s) for the Vehicle upon receipt of Lease Termination notification from Customer.
3. Upon GEFS's receipt of Customer's Vehicle termination document, GEFS shall perform the following steps:
 - a. GEFS shall make a best effort, to pickup terminated unit within ten (10) business days, and provided the Vehicle is readily available for pick-up. GEFS shall provide a monthly report on this metric.
 - b. GEFS shall cease billing of all monthly rentals rental and fees within one (1) business day (subject to terms and conditions of the Master Lease Agreement) from receipt of completed vehicle termination request including complete and properly executed odometer disclosure information.
 - c. Within thirty (30) days of receipt of a Vehicle termination authorization from Customer, GEFS shall make commercially reasonable efforts to complete the sale of the Vehicle in accordance with the terms of the Master Lease Agreement.
 - d. GEFS shall provide a final Vehicle accounting document, which includes the Vehicle's sale price, any applicable transportation costs, cleaning fee, decal removal fees and a comparison of Vehicle sale price to Automotive Marketing Report's (AMR) Used Car Book Value

Avaya Inc. Statement of Work

- e. Unless specifically advised in writing by Customer, GEFS shall not provide any reconditioning services to Vehicle to be sold other than cleaning and removal of all Company-related graphics and/or insignias.
- f. In the event Vehicle has not been sold within sixty (60) days after GEFS's Vehicle pick-up, GEFS shall provide Customer with written documentation in the form of a letter or electronic mail identifying the cause of the delay.

D. Data systems and data processing support:

- 1. GEFS shall provide Customer access to GEFS's customer web site and data warehouses accessible through the customer web site to permit Customer to obtain information related to its fleet and analyze the information using reporting tools on the website.. Such access shall be provided to Customer during normal business hours or at additional times to be mutually agreed upon by both parties,
 - a. GEFS shall provide Customer access to GEFS's website and data warehouse accessible through the website during the hours of 6:00 A.M. to 6:00 P.M. Eastern Standard Time, Monday through Saturday. GEFS shall notify Customer of any planned system outages or other occurrences to which Customer may not have access to systems. For any unplanned system outages, GEFS will notify Customer of any situations whereby Customer will not have access for more than 4 hours and provide reasonable updates for system restoration.
 - b. GEFS For the duration of the Statement of Work GEFS shall provide Customer access to the GEFS web-based tools for fleet management.
 - i) Reasonable data update capability including supervisor, driver, accounting, email and HR ID for both supervisor and driver and Notes (e.g. Financial Management Language ("FML"), or Cost Center data, Customer accounting codes).
 - ii) Reasonable ad hoc reporting capability. Compliance with Customer's EDI standards.
 - iii) GEFS shall allow Customer to utilize data and information from the GEFS customer website for the sole purpose of providing information to the end-users.
- 2. In the event of termination of either the Master Lease Agreement and or Service Agreements, or in the event the agreements expire and are not renewed by the parties, GEFS shall, at no cost to Customer, make available to Customer all vehicle and maintenance history in electronic format (i.e., MS Word, Excel, Access) to the extent such information has not been purged from the GEFS data warehouse. In the event either of the Agreements is terminated as a result of a default by Customer, GEFS will no longer be obligated to make such information available to Customer.
- 3. GEFS shall consult with Customer regarding data processing and data management requirements.
- 4. GEFS shall maintain its systems at a level required to ensure its performance under this Statement of Work.

E. Performance Monitoring (Score Card)

GEFS shall provide a quarterly review of service delivery performance. Including the following:

Avaya Inc. Statement of Work

1. Departmental performance goals. Including, but not limited to, Driver Answer Line and Maintenance Control Center hold times.
2. Service Request (SR) Analysis, providing summary and detail performance measures against standards.
3. Monthly SR Complaint Detail.

Section II

Throughout the duration of this Statement of Work, GEFS shall conduct continuous process improvement activities, which shall result in ongoing improved efficiency and quality of the services provided under the above referenced agreements. In addition, GEFS shall make good faith efforts to provide continuous process improvement, which result in cost reductions to Customer due to reductions in the amount of time and effort required for the Customer to obtain the services provided under the agreements. GEFS's continuous process improvement activities shall include but not be limited to evaluation of GEFS processes and systems; evaluation and benchmarking of GEFS's service performance measurements and comparison of such measurements to comparable Customer service performance measurements; and specific Customer identified activities including but not limited to the following:

- A. GEFS shall attend Customer meetings to review items including but not limited to service performance, problem resolution, Customer requirements and changes, which affect GEFS's provision of the services, provided hereunder.
- B. GEFS shall make good faith efforts to achieve industry's "best in class" and "low cost provider" status and provide benchmarking information to Customer.
- C. If requested by Customer, GEFS shall provide on-line capabilities reasonably required by Customer, including but not limited to the following:
 - a. Electronic Data Interchange ("EDI") billing system.
 - b. Inclusion of a second address in GEFS's database.
 - c. On-line transmission of Vehicle, return authorization forms and acknowledgment of receipt of authorization.
 - d. On-line transmission of notification for cause of delayed Vehicle sale.
 - e. On-line receipt of all required reports hereunder, when available.

Miscellaneous

In the event of a conflict between the terms of this Statement of Work and provision of the Agreements, the terms of the Agreements will control. Failure by GEFS to comply with one or more provisions of this Statement of Work will not excuse or forgive performance by Customer of its obligations under the Agreements.

Avaya Inc. Statement of Work

150716



GE Fleet Services


Amendment to Master Lease Agreement and Master Services Agreement

This is an amendment to the Master Lease Agreement (the "Lease") and the Master Services Agreement (the "MSA"), each dated April 1, 2005 by and between the undersigned (collectively the "Agreements").

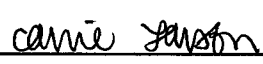
1. The Effective Date of this Amendment is April 1, 2008, upon execution by both parties.
2. The Agreements remain in full force and effect except as modified herein.
3. The Master Lease Agreement and Master Services Agreement are extended for thirty-six (36) months from the Effective Date of this Amendment with two (2) twelve (12) month options to extend, or until canceled or terminated by either party upon sixty (60 days' written notice to the other).
4. Exhibit B set forth in the MSA is hereby replaced with the attached Exhibit B "GEFS - Avaya Fleet Pricing" to this amendment.
5. The monthly fee set forth in Section II.B. of the Maintenance Management Addendum is reduced from \$4.75 to \$4.00.
6. The Electronic Fuel Card Addendum is hereby attached to this amendment.
7. The parties agree that all references to a "fully amortized fee" are deleted.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized representatives.

Avaya Inc.

By: 
 Title: VP
 Date: 3-20-08

Gelco Corporation d/b/a GE Fleet Services

By: 
 Title: Authorized Signatory
 Date: 4/9/08



GE Fleet Services

#150714

Master Lease AgreementAmendment and Rate Schedule – 15th/16th

The Master Lease Agreement by and between the undersigned (the "Agreement"), as amended herein, remains in full force and effect.

Designated Lessor. Customer agrees that the lessor of each Vehicle leased hereunder may be GEFS, another entity or an affiliate or a titling trust, as designated by GEFS acting for itself and/or as servicing agent for any such designated lessor. GEFS and the titling trust or affiliate lessor are at times referred to herein, individually or collectively as the context may require, as the "Lessor." The Lessor of each Vehicle will be identified on the certificate of title and in a Units Added to Contract exhibit made available to Customer. If the Lessor is a titling trust, then subject to Customer's right of quiet enjoyment and use of any Vehicle during its Lease Term, such Lessor shall have no liability, obligation or responsibility under the Agreement and GEFS, acting on behalf of such Lessor, will have sole responsibility for all obligations. If a Lessor is a titling trust, the Agreement, together with the Vehicle Order and the applicable Rate Schedule shall together constitute a separate lease agreement for the Vehicle described in the Vehicle Order. If a Lessor is not a titling trust, the Agreement, together with each Rate Schedule and Vehicle Order, constitutes a single unitary, non-severable lease agreement for all Vehicles leased by such Lessor and governed by the Agreement and each Rate Schedule and Vehicle Order. Each Lessor that is not a titling trust shall be severally liable hereunder.

In this regard, Customer (including any Related Entity) authorizes Lessor to disclose information about Customer or any Related Entity Lessor may at any time possess to any affiliate or GEFS as servicing agent, whether such information was supplied by Customer to Lessor or GEFS as servicing agent or otherwise obtained by Lessor or GEFS. Further, Customer agrees to provide an Additional Insured endorsement on its automobile liability policy as specified by Lessor, and if required by the Agreement, a Loss Payee endorsement as specified by Lessor on Customer's comprehensive and collision coverage.

Pricing Terms. Nothing in the Agreement or this Amendment and Rate Schedule shall be construed to require a Lessor to accept any Vehicle Order. Pricing is determined based on fleet information provided by Customer. Capitalized Cost may increase if manufacturer pricing changes. With respect to any Vehicle ordered or leased under the Agreement which has a markdown included in its Capitalized Cost, if a manufacturer, as a result of bankruptcy or otherwise, does not pay the dealer holdback, financing assistance or cost defrayal in the amount specified by the manufacturer at the date of Customer's order, Customer agrees that the markdown may be reduced by an amount equal to any shortfall. Any such adjustment to the Capitalized Cost shall not exceed the amount of the markdown.

Rate Schedule

Amendment and Rate Schedule applicable to all Vehicles ordered on or after this Effective Date: December 14, 2011

CAPITALIZED COST: (i) Manufacturer's invoice price of the Vehicle reduced by any Competitive Allowances ("Manufacturer's Invoice") plus dealer charges, including courtesy delivery fees, if any; (ii) invoice price of any additions pursuant to Customer's request; (iii) an amount equal to the sales and acquisition taxes on the Vehicle calculated at the applicable statutory rates, but prior to any tax credits available to Lessor; and (iv) a markup or markdown as set forth below. Adjustments which occur after Lessor's payment for the Vehicle may be credited or billed to Customer. Note: Factory Orders are invoice net of Manufacturer Advertising.

"**Competitive Allowances**" means any rebates or allowances provided by the Vehicle manufacturer to Customer, including without limitation "Competitive Price Allowances" and "Competitive Assistance Programs". Customer agrees to apply all Competitive Allowances provided by the manufacturer of the Vehicle to reduce the Capitalized Cost of the Vehicle.

| Type of Vehicle | Markup or Markdown |
|---|--|
| Ford or Chrysler Factory Orders | Less an amount equal to (4.5% of Manufacturer's Invoice + \$175) |
| GM Factory Orders | Less an amount equal to (5% of Manufacturer's Invoice + \$175) |
| Stock & Direct Purchases and Foreign Vehicles | Plus \$550 |
| Medium Duty Trucks | Plus \$550 |

Disclaimer. LESSOR HAS MADE AND MAKES NO REPRESENTATION REGARDING THE TREATMENT OF THE AGREEMENT OR THE TIMING OF THE ACCRUALS OF RENTALS HEREUNDER FOR FINANCIAL STATEMENT OR TAX PURPOSES. Customer acknowledges that it is responsible for its own determination of the proper lease term for purposes of its SFAS 13 or similar analysis.

Notice of Liquidity Adjustment. After the Effective Date of this Amendment and Rate Schedule, Lessor may provide written notice (whether by e-mail, fax or mail, each, a "Notice") to Customer of changes to the interest components of Monthly Rental (which may include a change to the Index Rate) and/or the rate applicable to Interim Financing with respect to Vehicles ordered after the effective date of the Notice. Customer has the right to object to any such changes by written notice to Lessor. However, Customer will be deemed to have accepted such changes by submitting to Lessor Vehicle Order(s) after the effective date of the Notice. Customer further agrees that any Vehicle Order submitted to Lessor (whether by fax, phone, web or otherwise) on behalf of Customer has been authorized by Customer and is binding on Customer.

Patriot Act Provisions. To support government efforts to fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies new customers. Accordingly, as part of our credit review and onboarding process, Lessor will confirm your legal name, address, and other identifying information. Lessor may also ask to see identifying documents. Customer agrees that it is not now and will not in the future be listed on any watch list maintained by the U.S. Treasury Department and shall comply with the Patriot Act, international trade control and money laundering laws, as applicable. Payments shall be made in U.S. dollars by direct debit, electronic transfer from a Customer bank account to an account specified by Lessor, Customer check submitted to the payment address specified on the invoice or other means expressly permitted by Lessor. Payment credit is subject to final payment by the institution on which the item of payment was drawn. No restrictive endorsements shall be valid or binding.

Monthly Rental Payment Begin and End. Solely for the Vehicles to which the rates set forth below apply, the Agreement is amended as follows: Rental payment obligations shall begin with the calendar month of Vehicle delivery if the Vehicle is accepted on or before the 15th day of the month, or with the next succeeding month if the Vehicle is accepted on or after the 16th of the month. Rental payment obligations end at the end of the month prior to the month of surrender. If the Vehicle is surrendered on or before the 15th day of the month, or at the end of the month of surrender if the Vehicle is surrendered on or after the 16th day of the month.

For purposes of the Master Lease Agreement, **Book Value** means, as of any month, the Capitalized Cost reduced by the applicable Amortization.

MONTHLY RENTAL IS A SINGLE INSEVERABLE PAYMENT FOR USE OF THE VEHICLE COMPUTED BY AGGREGATING THE MONTHLY BASE PAYMENT AND MANAGEMENT FEE:

AMORTIZATION: THE DEPRECIATION RATE SELECTED BY CUSTOMER IN THE VEHICLE ORDER FROM THE RANGE OF RATES BELOW OR AS ACCEPTED BY GEFS MULTIPLIED BY THE CAPITALIZED COST;

| Vehicle Type | Months | Rate | Months | Rate |
|--------------------|--------|---------|--------|---------|
| Cars & Lt. Trucks | 36 | 2.7778% | 60 | 1.6667% |
| Medium Duty Trucks | 36 | 2.7778% | 72 | 1.3889% |

Management Fee: the applicable rate set forth below multiplied by the Capitalized Cost; and

Interest: Float: computed by multiplying the Book Value as of the beginning of the applicable month by the Index Rate plus the Adder plus the applicable liquidity adjustment divided by 12.

90 Day LIBOR means the latest yield for three month London Interbank Offered Rates ("90 Day LIBOR") appearing in the "Money Rates" column of The Wall Street Journal on the Index Date (defined below), rounded to the nearest basis point, divided by 360 and multiplied by 365, plus an administrative fee of 25 basis points. The Index Date shall be the 15th day of the billing cutoff month, or if The Wall Street Journal is not published on such date, the most recent published rate preceding the Index Date shall be used.

| Vehicle Type | Fixed or Float | Levelized Period | Index Rate | Adder | Management Fee |
|--------------------|----------------|------------------|--------------|------------------|----------------|
| Cars & Lt. Trucks | Float | N/A | 90 Day LIBOR | 150 Basis Points | 0.030% |
| Medium Duty Trucks | Float | N/A | 90 day LIBOR | 250 Basis Points | 0.030% |

INTERIM FINANCING PAYABLE TO LESSOR: charged at the Prime Rate plus one percent for the period(s) beginning with each advance of funds for an uncompleted Vehicle and ending on the day preceding the first monthly rental billing for the Vehicle. Prime Rate: the rate quoted as the prime rate in the "Money Rates" column of *The Wall Street Journal* as in effect on the date of each advance, divided by 360 and multiplied by 365.

SALE FEE PAYABLE TO GEFS: for Leased Vehicles sold at wholesale auction or to a dealer: \$0

DEDUCTIBLE PERMITTED ON COMPREHENSIVE AND COLLISION INSURANCE: Actual Cash Value (Customer is approved to self-insure for physical damage to the Vehicles)


Avaya Inc. (Customer)

By: 

Title: SR. MSR. GSO
 (President, Vice President, Treasurer, or provide certificate of authority)

12/14/2011

Gelco Corporation d.b.a. GE Fleet Services on its own behalf and as servicing agent

By: 

Title: Authorized Signatory



GE Fleet Services

#150710

Amendment to Master Lease Agreement
Lift Trucks or Other Equipment

This is an amendment to the Master Lease Agreement by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS") as lessor and the undersigned Customer as lessee (the "Agreement"). Unless otherwise indicated, all capitalized terms herein have the same meanings assigned to such terms in the Agreement.

This Amendment shall apply to all Lift Trucks or other Equipment identified in a Rate Schedule hereto or an Equipment Order ("Equipment" or "Lift Trucks") leased hereunder and which is more specifically described in Exhibit A's prepared by GEFS and collectively referred to as "Equipment".

1. The Agreement is in full force and effect. The modifications to the Agreement in this Amendment apply only to Equipment. Unless otherwise herein indicated, references in the Agreement to "Vehicles" are applicable to Equipment.

2. **Lease.** GEFS hereby agrees to lease to Customer and Customer hereby agrees to lease certain Equipment from GEFS. GEFS' obligation to purchase Equipment for lease to Customer is subject to receipt by GEFS prior to the commencement of the Lease Term of the following items in form and substance satisfactory to GEFS: (i) a Equipment Order; (ii) a certificate of acceptance executed by Customer; (iii) if Customer owns the Equipment, a Bill of Sale executed by Customer; (iv) evidence of insurance required herein; (v) a manufacturer's certificate of origin, certificate of title or financing statement satisfactory to evidence GEFS' title and ownership to evidence a first priority security interest of GEFS, if contrary to the intention of the parties this Agreement is not deemed a lease; and (vi) such other documents as GEFS may reasonably request. GEFS hereby appoints Customer its agent to inspect and accept the Equipment.

3. **Operation.** Customer will cause the Equipment to be operated within its rated capacity by safe, competent and careful personnel controlled by Customer. Customer will not, without the prior consent of GEFS affix or install any accessory, equipment or device on any Equipment if such addition will impair the originally intended function or use of such Equipment. All additions, repairs, parts, supplies, accessories, equipment and devices furnished, attached or affixed to any Equipment and not readily removable shall be made only in compliance with applicable law and shall become the property of GEFS. Customer will not, without the prior written consent of GEFS and subject to such conditions as GEFS may impose for its protection, affix or install any Equipment to or in any other personal or real property. Any alterations or modifications to the Equipment that may, at any time during the term of this Agreement be required to comply with any applicable law, rule or regulation shall be made at the expense of Customer. With respect to Equipment, the business use certification shall not apply. For income tax purposes, the parties hereto agree that it is their mutual intention that Customer shall be considered the owner of each piece Equipment and that the rental payments are debt for tax. Accordingly, GEFS and Customer agree (i) to treat Customer as the owner of the Equipment on their respective federal income tax returns, and (ii) not to take actions or positions inconsistent with such treatment on or with respect to their respective federal income tax return. GEFS agrees not to claim any tax benefits available to an owner of the Equipment on or with respect to its federal income tax return.

4. **Rental.** Customer shall pay GEFS rental charges for the Equipment computed in accordance with the Rate Schedule to this Amendment or an Equipment Order mutually agreed by the parties.

5. **Nature of Agreement.** The parties intend the leases of the Equipment to constitute finance leases. Customer shall take all actions and pay all costs required by applicable state and local laws to ensure GEFS' ownership of the Equipment and continued perfection of its interest and for such purpose Customer shall execute any necessary documents and powers of attorney. Customer hereby grants GEFS its power of attorney to act as agent and attorney-in-fact for and on behalf of Customer in all matters pertaining to the titling of Equipment and the execution of financing statements with respect thereto. If this Agreement is deemed to be other than a lease, Customer hereby grants GEFS a continuing, first priority security interest in the Equipment and in all proceeds, accessions, chattel paper and general intangibles related thereto to secure Customer's obligations hereunder. A photocopy or other reproduction of the Agreement shall be sufficient as a financing statement.

6. **Insurance.** With respect to Equipment, Customer shall maintain general liability insurance coverage of not less than \$1 million with an Additional Insured endorsement as specified by GEFS and All Risk property insurance in an amount not less than the actual cash value of the Equipment with a Loss Payee endorsement as specified by GEFS with a deductible not exceeding the amount on the Master Lease Agreement or Rate Schedule.

7. **Indemnity.** Customer's indemnity is supplemented to include CLAIMS RELATING TO SAFETY.

8. **Surrender.** This section replaces the surrender provision of the Agreement. At the end of the Lease Term, Customer shall either purchase the Equipment, or obtain an offer to purchase on an "As Is, Where Is" basis without recourse or warranty, express or implied (except that such Equipment shall be free of any liens created by GEFS) which is acceptable to GEFS. GEFS shall have no obligation to take possession of the Equipment or to solicit offers from prospective purchasers. Upon termination of this Agreement or of any Lease Term due to Customer's default, Customer or GEFS at Customer's expense shall perform any testing or repairs required to place the affected Equipment in the same condition and appearance as when received by Customer (reasonable wear and tear excepted) and in good and safe working order for its originally intended purpose. If deinstallation, disassembly or crating is required, Customer shall cause such units to be deinstalled, disassembled or crated by an authorized manufacturer's representative or such other party as is satisfactory to GEFS; and return such units to a location or locations mutually agreed by the parties. Until the Equipment has been sold by GEFS, Customer's obligation to pay rental and all other obligations under the Agreement shall continue. Any guaranteed residual provisions do not apply to such Equipment.

9. **Additional Default.** If, at any time during a Lease Term, GEFS determines that any representation or warranty by Customer is untrue, Customer shall be in default of this Agreement. In such event, as an additional remedy, GEFS may require Customer to cure such default within 30 days of written notice by GEFS and if the default is not cured within such period to purchase the affected Equipment from GEFS for an amount equal to the Book Value, an amount equal to 3% of the Book Value (to be deducted in the determination of Net Proceeds and retained by GEFS) and all costs and taxes related to purchase, lease and sale of the Equipment.

10. **Representations and Warranties.** Customer represents and warrants to GEFS:

A. Customer will take all actions reasonably requested by GEFS and will pay all costs associated with such action to ensure, protect and defend GEFS' ownership interest in the Equipment; and

B. If requested by GEFS, Customer shall conspicuously mark each unit of Equipment with appropriate lettering, labels or tags and maintain such markings during the Lease Term to clearly disclose GEFS' ownership; and

C. During the Lease Term, Customer shall not directly or indirectly, create, incur, assume or suffer to exist, any mortgage, pledge, lien, charge, encumbrance or claim with respect to any Equipment other than the rights of GEFS therein ("Adverse Claim") and if any Adverse Claim shall arise or exist, Customer, at its own expense, shall promptly take such action as is necessary to discharge or remove such Adverse Claim and Customer shall reimburse GEFS for any expenses incurred by GEFS in removing or discharging any Adverse Claim; and

D. During the Lease Term, Customer shall maintain possession and control of the Equipment; shall keep the Equipment at the addresses specified in the respective Certificates of Acceptance; and shall not, without prior written notice to GEFS, relocate any Equipment to a new address, provided however, in no event may any Equipment be located outside of the continental United States, and upon written request of GEFS, Customer shall promptly confirm

in writing the current location by street address and county of any Equipment; and

E. The Equipment is personal property and shall not be affixed to real estate in any manner and shall not become fixtures.

11. This Amendment shall be effective as of the Effective Date upon execution by GEFS.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by authorized representatives.

Avaya, Inc. (Customer)

By: Neil T. J.

Title: Procurement Manager
(President, Vice President, Treasurer, or provide certificate of authority)

Geico Corporation d.b.a. GE Fleet Services on its own behalf and as servicing agent

By: John Curry

Title: Authorized Signatory
Effective Date: 3/15/12



GE Fleet Services

#150714

Amendment to Master Lease Agreement
Amendment and Rate Schedule - 15th/16th

Lift Trucks or Equipment

For all Equipment ordered on or after this Effective Date: 3/15/12

As used herein, "Lessor" means GEFS or its designee as described in the Capital Markets provision below.

Capitalized Cost is the sum of the following: (i) acquisition cost including sales tax, if applicable; (ii) The invoice price of any additions or modifications to the Equipment made pursuant to Customer's request and approved by GEFS and (iii) A mark-up in accordance with the Equipment Order.

For purposes of this Amendment, **Book Value** means, as of any month, the Capitalized Cost reduced by the applicable Amortization.

MONTHLY RENTAL IS A SINGLE INSEVERABLE PAYMENT FOR USE OF THE EQUIPMENT COMPUTED BY AGGREGATING:

Amortization: the applicable depreciation rate in the table below multiplied by the Capitalized Cost or a rate specified in the Equipment Order and accepted by GEFS and multiplied by the Capitalized Cost.

| Equipment Type | Months | Rate | Months | Rate |
|----------------|--------|---------|--------|---------|
| Lift Trucks | 36 | 2.7778% | 60 | 1.6667% |

Management Fee: rate set forth below multiplied by the Capitalized Cost; and

Interest: **Float:** computed by multiplying the Book Value as of the beginning of the applicable month by the Index Rate plus the Adder plus the applicable liquidity adjustment divided by 12.

90 Day LIBOR means the latest yield for three month London Interbank Offered Rates ("90 Day LIBOR") appearing in the "Money Rates" column of The Wall Street Journal on the Index Date (defined below), rounded to the nearest basis point, divided by 360 and multiplied by 365, plus an administrative fee of 25 basis points. The Index Date shall be the 15th day of the billing cutoff month, or if The Wall Street Journal is not published on such date, the most recent published rate preceding the Index Date shall be used.

| Equipment | Fixed, Float | Levelized Period | Index | Adder | Management Fee |
|-------------|--------------|------------------|--------------|------------------|----------------|
| Lift Trucks | Float | N/A | 90 Day LIBOR | 300 Basis Points | 0.030% |

INTERIM FINANCING PAYABLE TO LESSOR: charged at the Prime Rate plus one percent for the period(s) beginning with each advance of funds for an uncompleted Equipment and ending on with the date of Acceptance of the Equipment by Customer. Prime Rate: the rate quoted as the prime rate in the "Money Rates" column of *The Wall Street Journal* as in effect on the date of each advance, divided by 360 and multiplied by 365.

Deductible Permitted on All Risk Insurance for Physical Damage to Equipment: Actual Cash Value (Customer approved to self-insure for physical damage to Equipment)

Sale Fee payable to GEFS: for Leased Equipment sold at wholesale auction or to a dealer: \$0

Nothing in the Master Lease Agreement or this Rate Schedule shall be construed to require GEFS to accept any Equipment Order. Pricing is determined based on fleet information provided by Customer. Capitalized Cost may increase if manufacturer pricing changes. GEFS has made and makes no representation regarding the treatment of this Agreement or the timing of the accruals of rentals hereunder for financial statement or tax purposes. Customer acknowledges that it is responsible for its own determination of the proper lease term for purposes of its SFAS 13 or similar analysis.

Notice of Liquidity Adjustment. After the Effective Date of this Amendment and Rate Schedule, GEFS may provide written notice (whether by e-mail, fax or mail, each, a "Notice") to Customer of changes to the interest components of Monthly Rental (which may include a change to the Index Rate) and/or the rate applicable to Interim Financing with respect to Equipment ordered after the effective date of the Notice. Customer has the right to object to any such changes by written notice to GEFS. However, Customer will be deemed to have accepted such changes by submitting to GEFS Equipment Order(s) after the effective date of the Notice. Customer further agrees that any Equipment Order submitted to GEFS (whether by fax, phone, web or otherwise) on behalf of Customer has been authorized by Customer and is binding on Customer.

Capital Markets. In order to facilitate GEFS' access to capital markets, subject to Customer's right of quiet enjoyment and use of any Equipment during its Lease Term, GEFS may designate other entities and/or affiliates, including a title trust, to lease Equipment to Customer (each such designated entity, or GEFS if no designation is made, a "Lessor") on the terms set forth in the Agreement as amended. For each Equipment which is titled in the name of a Lessor and which is identified in a Units Added to Contract exhibit made available to Customer as being leased by such Lessor, the Equipment Order, Rate Schedule and Master Lease Agreement shall together be deemed to constitute a separate lease agreement with such Lessor. For each such lease, the respective Lessor shall have: a) all rights of GEFS under the Agreement; b) no liability, obligation or responsibility; and c) the right to appoint agents (including GEFS) to act on its behalf. GEFS will continue to have sole responsibility for all obligations. Upon GEFS' request, Customer shall secure an endorsement naming the Lessor as an Additional Insured on Customer's general liability coverage, and, if required in the Agreement, as a Loss Payee on Customer's All Risk property insurance. Customer agrees to provide reasonable cooperation to GEFS and the Lessor to satisfy the requirements of rating

agencies or participants in financing or capital markets transactions, provided, however, that such cooperation shall not result in any expense being incurred by Customer. The Agreement, as amended herein, remains in full force and effect.

Avaya, Inc. (Customer)

By: Neil T. T.

Title: Procurement Manager
(President, Vice President, Treasurer, or provide certificate of authority)

Gelco Corporation d.b.a. GE Fleet Services on its own behalf and as servicing agent

By: J. G. L...

Title: Authorized Signatory

01-150716



GE Fleet Services

Master Lease AgreementAmendment and Rate Schedule – 15th/16th

The Master Lease Agreement by and between the undersigned (the "Agreement"), as amended herein, remains in full force and effect.

Designated Lessor. Customer agrees that the lessor of each Vehicle leased hereunder may be GEFS, another entity or an affiliate or a titling trust, as designated by GEFS acting for itself and/or as servicing agent for any such designated lessor. GEFS and the titling trust or affiliate lessor are at times referred to herein, individually or collectively as the context may require, as the "Lessor." The Lessor of each Vehicle will be identified on the certificate of title and in a Units Added to Contract exhibit made available to Customer. If the Lessor is a titling trust, then subject to Customer's right of quiet enjoyment and use of any Vehicle during its Lease Term, such Lessor shall have no liability, obligation or responsibility under the Agreement and GEFS, acting on behalf of such Lessor, will have sole responsibility for all obligations. If a Lessor is a titling trust, the Agreement, together with the Vehicle Order and the applicable Rate Schedule shall together constitute a separate lease agreement for the Vehicle described in the Vehicle Order. If a Lessor is not a titling trust, the Agreement, together with each Rate Schedule and Vehicle Order, constitutes a single unitary, non-severable lease agreement for all Vehicles leased by such Lessor and governed by the Agreement and each Rate Schedule and Vehicle Order. Each Lessor that is not a titling trust shall be severally liable hereunder.

In this regard, Customer (including any Related Entity) authorizes Lessor to disclose information about Customer or any Related Entity Lessor may at any time possess to any affiliate or GEFS as servicing agent, whether such information was supplied by Customer to Lessor or GEFS as servicing agent or otherwise obtained by Lessor or GEFS. Further, Customer agrees to provide an Additional Insured endorsement on its automobile liability policy as specified by Lessor, and if required by the Agreement, a Loss Payee endorsement as specified by Lessor on Customer's comprehensive and collision coverage.

Pricing Terms. Nothing in the Agreement or this Amendment and Rate Schedule shall be construed to require a Lessor to accept any Vehicle Order. Pricing is determined based on fleet information provided by Customer. Capitalized Cost may increase if manufacturer pricing changes. With respect to any Vehicle ordered or leased under the Agreement which has a markdown included in its Capitalized Cost, if a manufacturer, as a result of bankruptcy or otherwise, does not pay the dealer holdback, financing assistance or cost defrayal in the amount specified by the manufacturer at the date of Customer's order, Customer agrees that the markdown may be reduced by an amount equal to any shortfall. Any such adjustment to the Capitalized Cost shall not exceed the amount of the markdown.

Disclaimer. LESSOR HAS MADE AND MAKES NO REPRESENTATION REGARDING THE TREATMENT OF THE AGREEMENT OR THE TIMING OF THE ACCRUALS OF RENTALS HEREUNDER FOR FINANCIAL STATEMENT OR TAX PURPOSES. Customer acknowledges that it is responsible for its own

determination of the proper lease term for purposes of its SFAS 13 or similar analysis.

Leases Independent of Services. Nothing in the Agreement shall be deemed or interpreted to vary the price or availability of leases based on Customer's utilization of services provided by Lessor or by any affiliate of Lessor

Notice of Liquidity Adjustment. After the Effective Date of this Amendment and Rate Schedule, Lessor may provide written notice (whether by e-mail, fax or mail, each, a "Notice") to Customer of changes to the interest components of Monthly Rental (which may include a change to the Index Rate) and/or the rate applicable to Interim Financing with respect to Vehicles ordered after the effective date of the Notice. Customer has the right to object to any such changes by written notice to Lessor. However, Customer will be deemed to have accepted such changes by submitting to Lessor Vehicle Order(s) after the effective date of the Notice. Customer further agrees that any Vehicle Order submitted to Lessor (whether by fax, phone, web or otherwise) on behalf of Customer has been authorized by Customer and is binding on Customer.

Patriot Act Provisions. To support government efforts to fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies new customers. Accordingly, as part of our credit review and onboarding process, Lessor will confirm your legal name, address, and other identifying information. Lessor may also ask to see identifying documents. Customer agrees that it is not now and will not in the future be listed on any watch list maintained by the U.S. Treasury Department and shall comply with the Patriot Act, international trade control and money laundering laws, as applicable. Payments shall be made in U.S. dollars by direct debit, electronic transfer from a Customer bank account to an account specified by Lessor, Customer check submitted to the payment address specified on the invoice or other means expressly permitted by Lessor. Payment credit is subject to final payment by the institution on which the item of payment was drawn. No restrictive endorsements shall be valid or binding.

Monthly Rental Payment Begin and End. Solely for the Vehicles to which the rates set forth below apply, the Agreement is amended as follows: Rental payment obligations shall begin with the calendar month of Vehicle delivery if the Vehicle is accepted on or before the 15th day of the month, or with the next succeeding month if the Vehicle is accepted on or after the 16th of the month. With respect to Amortization and Management Fee, rental payment obligations end at the end of the month prior to the month of surrender if the Vehicle is surrendered on or before the 15th day of the month, or at the end of the month of surrender if the Vehicle is surrendered on or after the 16th day of the month. The interest portion of the monthly rental payment continues until the date of sale and is pro-rated for the month of sale through the date of sale.

Rate Schedule

Amendment and Rate Schedule applicable to all Vehicles ordered on or after this Effective Date: 1/7/2013

CAPITALIZED COST: (i) Manufacturer's invoice price of the Vehicle reduced by any Competitive Allowances ("Manufacturer's Invoice") plus dealer charges, including courtesy delivery fees, if any; (ii) invoice price of any additions pursuant to Customer's request; (iii) an amount equal to the sales and acquisition taxes on the Vehicle calculated at the applicable statutory rates, but prior to any tax credits available to Lessor; and (iv) a markup or markdown as set forth below. Adjustments which occur after Lessor's payment for the Vehicle may be credited or billed to Customer.

"Competitive Allowances" means any rebates or allowances provided by the Vehicle manufacturer to Customer, including without limitation "Competitive Price Allowances" and "Competitive Assistance Programs". Customer agrees to apply all Competitive Allowances provided by the manufacturer of the Vehicle to reduce the Capitalized Cost of the Vehicle.

| Type of Vehicle | Markup or Markdown |
|---|--------------------|
| Factory Orders: Domestic Cars & Lt. Trucks except those below | Less \$275 |
| Stock & Direct Purchases and Foreign Vehicles | Plus \$550 |

For purposes of the Master Lease Agreement, **Book Value** means, as of any month, the Capitalized Cost reduced by the applicable Amortization.

MONTHLY RENTAL IS A SINGLE INSEVERABLE PAYMENT FOR USE OF THE VEHICLE COMPUTED BY AGGREGATING:

Amortization: the depreciation rate selected by Customer in the Vehicle Order from the range of rates below or as accepted by GEFS multiplied by the Capitalized Cost;

| Vehicle Type | Months | Rate | Months | Rate |
|-------------------|--------|---------|--------|---------|
| Cars & Lt. Trucks | 36 | 2.7778% | 60 | 1.6667% |

Management Fee: the applicable rate set forth below multiplied by the Capitalized Cost; and

Interest: Float: computed by multiplying the Book Value as of the beginning of the applicable month by the Index Rate plus the Adder plus the applicable liquidity adjustment divided by 12.

90 Day LIBOR means the latest yield for three month London Interbank Offered Rates ("90 Day LIBOR") appearing in the "Money Rates" column of The Wall Street Journal on the Index Date (defined below), rounded to the nearest basis point, divided by 360 and multiplied by 365, plus an administrative fee of 25 basis points. The Index Date shall be the 15th day of the billing cutoff month, or if The Wall Street Journal is not published on such date, the most recent published rate preceding the Index Date shall be used.

| Vehicle Type | Fixed or Float | Levelized Period | Index Rate | Adder | Management Fee |
|-------------------|----------------|------------------|--------------|------------------|----------------|
| Cars & Lt. Trucks | Float | N/A | 90 Day LIBOR | 150 Basis Points | 0.030% |

INTERIM FINANCING PAYABLE TO LESSOR: charged at the Prime Rate plus one percent for the period(s) beginning with each advance of funds for an uncompleted Vehicle and ending on the day preceding the first Monthly Rental billing for the Vehicle. Prime Rate: the rate quoted as the prime rate in the "Money Rates" column of *The Wall Street Journal* as in effect on the date of each advance, divided by 360 and multiplied by 365.

SALE FEE PAYABLE TO GEFS: for Leased Vehicles sold at wholesale auction or to a dealer: \$0

DEDUCTIBLE PERMITTED ON COMPREHENSIVE AND COLLISION INSURANCE: Actual Cash Value (Customer approved to self-insure for physical damage to the Vehicles).

Avaya Inc. (Customer)

By: _____

Title: SENER 650
(President, Vice President, Treasurer, or provide certificate of authority)

Gelco Corporation d.b.a. GE Fleet Services on its own behalf and as servicing agent

By: _____

Title: Authorized Signatory
Form 08.07.12

EXHIBIT 2

Master Services Agreement

Master Services Agreement

The following terms and conditions shall apply to the provision and use of the products and services provided pursuant to the attached addenda, Statement of Work (Exhibit A hereto) and Pricing document (Exhibit B hereto). In the event that any terms conflict between this Master Services Agreement ("MSA") and any other document attached hereto, the language in this MSA shall supersede that in the conflicting document.

RECITALS

WHEREAS, Avaya, Inc. ("Customer") desires to purchase, and GE Fleet Services ("GEFS") desires to provide services related to fleet management ("Services") pursuant to this Agreement and per Customer approved procedures;

WHEREAS, the Services will be performed and delivered to meet defined operations standards and performance standards (including Service Levels) and shall improve continuously over the Term of the Agreement;

WHEREAS, all pricing as it pertains to the Master Services and Master Lease Agreements shall be contained in the attached Pricing document (Exhibit B) but all pricing as it pertains to any addendum shall be included in the applicable addenda itself;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of each program addendum (each, a "Program") shall commence on the Effective Date of the Program and continue for 36 months with the option to extend for two 12 month periods, or until terminated by either party on sixty (60) days' written notice. Upon termination of a Program, Customer remains responsible for: actual expenses incurred by GEFS on Customer's behalf pursuant to a Program; any related transaction fees due to GEFS; and any purchases made with purchasing instruments provided by GEFS under the Program.

2. Payment Terms. All undisputed charges are due and payable within 10 days of receipt of invoice. Late payments will be charged in the amount of 1½% or the highest legal interest rate, whichever is less, per month or fraction thereof. It is the intent of GEFS that it not receive directly or indirectly any amount in excess of that amount which may be legally paid. Any excess charges will be credited to Customer or, upon request, refunded. Customer shall carefully review each billing or other statement provided by GEFS. If Customer identifies any billing error, Customer will advise GEFS promptly and in such event, GEFS' sole liability and Customer's sole remedy shall be appropriate adjustments to Customer's account. All charges are based on GEFS' standard operating routines, computer systems and existing business policy.

3. Financial Information; Default. The creditworthiness of Customer is a material condition to this Agreement. Customer shall provide GEFS with complete and accurate financial information reasonably requested by and satisfactory to GEFS each year this Agreement is in effect. If Customer shall fail to make any payments or breach any covenants under any agreement Customer may have with GEFS and such failure is not cured within 5 days of notice of such failure, or if Customer shall no longer be deemed creditworthy GEFS reserves the right to terminate this Agreement on five days' notice at any time. GEFS shall have the right to offset any amounts due to Customer against amounts due to GEFS and all rights and remedies available at law or in equity; all such rights and remedies to be cumulative and not exclusive.

4. Rebates and Discounts. GEFS has the right to receive and retain rebates, discounts and other compensation directly or indirectly from manufacturers, GEFS or vendors with respect to goods and services purchased hereunder. Any rebates due to Customer are referenced in Exhibit B.

5. Best Price. GEFS will exercise its best efforts to assure that the pricing received by Customer on services rendered hereunder will be competitive within the fleet management industry.

6. Vehicle Use and Operation. With respect to Vehicles subject to any Program, Customer shall a) cause the Vehicles to be operated in a safe and lawful manner, b) maintain minimum required liability insurance; and c) be responsible for inspection and maintenance required by law as facilitated by GEFS per the attached Scope of Work.

7. WARRANTY DISCLAIMER. CUSTOMER AGREES THAT GEFS IS NOT THE MANUFACTURER OR DISTRIBUTOR OF GOODS AND SERVICES PURCHASED FROM THIRD PARTIES PURSUANT TO THIS AGREEMENT, AND THAT GEFS HAS NOT MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUCH GOODS OR SERVICES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES TO LOOK SOLELY TO THE MANUFACTURER OR DISTRIBUTOR OF SUCH GOODS AND SERVICES, AND HEREBY WAIVES ANY AND ALL CLAIMS, INCLUDING PRODUCT LIABILITY CLAIMS, AGAINST GEFS WITH RESPECT THERETO.

8. GEFS WARRANTY. SUBJECT TO THE DISCLAIMER AND LIMITATIONS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, GEFS WILL PERFORM THE SERVICES PROMPTLY, DILIGENTLY, AND IN A GOOD AND WORKMANLIKE MANNER; IN ACCORDANCE WITH THE PRACTICES AND HIGH PROFESSIONAL STANDARDS USED IN WELL-MANAGED OPERATIONS PERFORMING OR PROVIDING SERVICES SIMILAR TO THE AGREEMENT SERVICES. GEFS WARRANTS THAT IT HAS SUFFICIENT EXPERIENCE AND EXPERTISE TO PROVIDE THE SERVICES REQUIRED UNDER THIS CONTRACT AND ACKNOWLEDGES THAT CUSTOMER IS RELYING THEREON. IF AVAYA NOTIFIES GEFS WITHIN 15 DAYS AFTER COMPLETION OF SERVICES OF ANY BREACH OF THE FOREGOING WARRANTIES, GEFS SHALL, AT ITS OPTION, RE-PERFORM THE SERVICES, WHERE APPLICABLE, IN CONFORMITY WITH THIS CONTRACT OR REFUND THAT PORTION OF THE CONTRACT PRICE APPLICABLE TO THE SERVICES IN QUESTION.

9. CUSTOMER'S INDEMNITY. CUSTOMER WILL INDEMNIFY AND DEFEND GEFS (INCLUDING ANY OF ITS AFFILIATES) AGAINST ANY LOSS, LIABILITY, OR CLAIM, DIRECTLY OR INDIRECTLY RELATING TO THE GOODS AND SERVICES PURCHASED FROM THIRD PARTIES PURSUANT TO THIS AGREEMENT, INCLUDING CUSTOMER'S FAILURE TO DISCOVER ANY LATENT DEFECTS IN A VEHICLE OR RELATED PRODUCT OR SERVICE THAT WOULD HAVE BEEN DISCOVERABLE USING REASONABLE DILIGENCE. THIS INDEMNITY INCLUDES CLAIMS OF NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, BUT DOES NOT EXTEND TO CLAIMS OR LIABILITY ARISING FROM THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF GEFS. THIS INDEMNITY WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

10. GEFS Indemnity. GEFS shall indemnify Customer against, and hold Customer harmless from: any and all claims arising out of, connected with or resulting from GEFS's financial or other arrangements made in obtaining tax benefits accruing to any part of the transactions contemplated hereunder, whether such tax benefits accrue to GEFS, its successors or assignees or resulting from GEFS's dealing with other parties or assignees, grantees, buyers, or transferees to the Lease; GEFS's failure to render an invoice in a timely manner; and any material breach under this Agreement by GEFS. GEFS will indemnify and defend Customer (including any of its affiliates) against any loss, liability, or claim, directly relating to the active negligence or willful misconduct of GEFS. This indemnity will survive any termination of this Agreement.

11. Damage Limitation. EXCEPT WITH RESPECT TO CUSTOMER'S AND GEFS' OBLIGATIONS OF INDEMNITY, EACH PARTY AGREES THAT: ITS SOLE AND EXCLUSIVE REMEDY FOR ANY MATTER OR CAUSE OF ACTION RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT BETWEEN CUSTOMER AND GEFS SHALL BE A CONTRACT ACTION; DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES INCURRED; AND NO INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WILL BE CLAIMED.

12. Assignment. Neither GEFS nor Customer shall assign any interest in this Agreement to any party without the written consent of the other. Any such consent shall not relieve a party of its obligations.

13. Modifications and Amendments. This Agreement, the Programs and any amendments contain the entire understanding of the parties and merge all oral understandings. Customer may issue purchase orders related to the services for administrative convenience, but such purchase orders are subject to this Agreement and shall not supplement or amend it. Any modifications,

amendments or changes may be made only in writing signed by GEFS and Customer. Failure of either party to enforce any right shall not be deemed a waiver of such right.

14. Related Entities. Any services provided pursuant to any Program to any present or future subsidiary, parent or affiliate of Customer, shall be within the terms and conditions of this Agreement and, if any such entity fails to perform, Customer guarantees performance.

15. Governing Law. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY GEFS AND CUSTOMER AND SHALL, UPON SUCH EXECUTION, BE DEEMED EFFECTIVE AS OF THE EFFECTIVE DATE. THE LAWS OF THE STATE DELAWARE SHALL GOVERN ALL QUESTIONS OR DISPUTES RELATING TO THE EFFECT, INTERPRETATION, PERFORMANCE, VALIDITY, OR ENFORCEMENT OF THIS AGREEMENT, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES THEREOF.

16. Waiver of Jury Trial. BOTH PARTIES TO THIS AGREEMENT WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY HEREUNDER.

17. NOTICES: All notices of default or termination required or permitted to be delivered under this Agreement shall be in writing, unless otherwise specified, and either mailed by prepaid overnight express courier or hand delivered and addressed to each party as follows:

For Avaya:
Janine Bataglia
211 Mount Airy Rd
Basking Ridge, NJ 07920
Phone: 908-953-2265

With a copy to:

Vice President Global Real Estate
Avaya Inc.
211 Mount Airy Road
Basking Ridge, NJ 07920

FOR GEFS:

**GE FLEET SERVICES
3 CAPITAL DRIVE
EDEN PRAIRIE, MN 55344
ATTENTION: GENERAL COUNSEL**

18. Audit. GEFS shall maintain accurate and complete records of all pricing, costs, charges, expenses, and Fees incurred under this Agreement and passed through to Customer and recoverable by GEFS in performing the Services covered by this Agreement, including acquisition of the Vehicles, materials, and other disbursements. These records, including the applicable records of GEFS Affiliates to whom GEFS has delegated duties, or granted any other interests or rights under this Agreement, shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited and shall be held until costs have been finally determined under this Agreement and payment or final adjustment of payment, as the case may be, has been made. GEFS shall provide Customer, or Customer's representative, with reasonable access upon prior notice to examine and audit these records and all supporting records during normal business hours. The term "GEFS Affiliate" shall mean any individual,

corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, or unincorporated organization that GEFS owns directly or indirectly or controls, is owned or controlled by, or is under common ownership or control with GEFS.

19. Publicity and Marks. Neither Avaya nor GEFS shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to the Agreement or its subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations, without the prior written consent from the other party for each such use or release.

Use of Marks

Each party agrees not to display or use, in advertising or otherwise, any of the other party's Marks without the other party's prior written consent, which consent may be given or withheld in that party's sole discretion

20. Confidential Information. For purposes of this section, references to "Avaya" and GEFS shall be deemed to include its Affiliates and Users.

20.1 Scope of Confidential Information

(a) Any Confidential Information disclosed orally, or other intangible form, shall be identified as confidential at the time of disclosure and thereafter reduced to or summarized in writing, delivered to the receiving party within thirty (30) days of the verbal disclosure. The terms of this Agreement and discussions, negotiations and proposals from one party to the other related directly thereto shall be both Avaya and GEFS Confidential Information, as to which each party shall have the obligations of a receiving party. "Confidential Information" shall include network designs, communications usage data, and financial data, software code, the identity, location and configuration of circuits, equipment, and networks, optimization recommendations, research, the plans for and specifications of any product or service that is designed or modified for Avaya at Avaya's request or expense, strategic and other business plans, and related information. All such information disclosed prior to the execution of this Agreement shall also be considered "Confidential Information." Unless otherwise required by law or regulation, "Confidential Information" shall not include information that: (a) is already known by the receiving party at the time it is obtained by said party, free from any obligation to keep such information confidential; (b) is or becomes publicly known through no wrongful act of the receiving party; or (c) is rightfully received by the receiving party from a third party without restriction and without breach of this Agreement. Information equivalent to that described above that is independently developed by a party without using any Confidential Information of the other party or otherwise breaching the terms of this Agreement, shall not be considered Confidential Information for purposes of this Agreement. "Person" for the purposes of this definition shall be deemed to include natural persons as well as corporations and other entities, and includes Avaya and GEFS.

(b) The rights and obligations set forth in this Agreement shall take precedence over any inconsistent specific legend contained on, or any statements made in connection with the disclosure of, any Confidential Information.

20.2 Use and Protection of Confidential Information

(a) During the Term of this Agreement and for a period of 3 years from the date of its disclosure, each party agrees to maintain in strict confidence all Confidential Information of the other party, including preventing disclosure to any competitor of the other party (known to be such after reasonable inquiry). The foregoing obligation shall apply indefinitely in the case of Software. Neither party shall, without obtaining the prior written consent of the other party, use such other party's Confidential Information for any purpose other than for evaluation, discussions between the parties and performance of its duties and obligations under this Agreement. Upon discovery of any prohibited use or disclosure, the recipient of Confidential

Information shall immediately notify the disclosing party in writing and shall use all reasonable efforts to retrieve the disclosed Confidential Information, mitigate any damages caused by the disclosure, and prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the recipient's obligations or liabilities for breach hereunder.

(b) Each party may produce extracts and summaries of the other party's Confidential Information consistent with such party's permitted use of Confidential Information. Each party shall ensure that other persons authorized to receive the other party's Confidential Information shall be subject to confidentiality obligations equally as protective of the disclosing party's Confidential Information as the terms of this Agreement

20.3 Permitted Disclosure of Confidential Information

Notwithstanding Section 21.2 (Use and Protection of Confidential Information), either party may disclose Confidential Information to:

(a) its employees, agents, subcontractors and consultants of each party (including its Affiliates) and, in the case of Avaya, the Affiliates, partners, principals and Users on a need-to-know basis. Each party shall be responsible for ensuring that the foregoing individuals who receive the Confidential Information of the other party comply with nondisclosure obligations no less restrictive than the requirements of this Section and shall be liable for any disclosure by the foregoing individuals that is not consistent with the terms of this Agreement;

(b) outside legal counsel, *provided that* it shall require such counsel to state in writing for the benefit of its client that such counsel shall maintain all Confidential Information in strict confidence and not place its client in violation of the provisions of this Agreement concerning Confidential Information;

(c) employees, agents and representatives of the party with a proprietary interest in such information, who are subject to confidentiality obligations equally protective as those set forth in this Agreement; and

(d) subject to the prior written consent of the party with a proprietary interest in such information (which consent shall not be unreasonably withheld), other persons (including prospective purchasers of a party, landlords or facility managers) in need of access to such information for purposes specifically related to a party's exercise of its rights or performance of its responsibilities under this Agreement and who are not direct competitors of either party, *provided that* the party disclosing Confidential Information under this Subsection (d) shall require the execution by the receiving Person of a non-disclosure agreement that is no less restrictive than the requirements of this Section.

20.4 Destruction of Confidential Information

Upon the request of the disclosing party, the receiving party shall promptly destroy Confidential Information (and any copies, extracts, descriptions and summaries thereof) and provide the requesting party with written certification of the same.

21. GEFS's Information. GEFS shall not provide under, or have provided in contemplation of, this Agreement any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disk, semiconductor memory or other information-conveying tangible article, unless GEFS has the right to do so, and GEFS shall view any of the foregoing as confidential or proprietary.

22. Waivers. Either party may request in writing that the other party waive all, or any portion, of the requesting party's responsibilities relative to specific items of the other party's Confidential Information. Such waiver request shall identify the affected information with specificity and the nature of the proposed waiver. The recipient of the request shall respond within a reasonable time and if, in its sole discretion, it determines to grant the requested

waiver, it shall do so in writing over the signature of an employee authorized to grant such request.

23. Required Disclosure. The disclosure of Confidential Information shall not violate the obligations imposed by this Article to the extent that Confidential Information must be disclosed pursuant to a court order or as required by any statute, regulation, rule, order or decision of a regulatory agency or other government body of competent jurisdiction. A party required to disclose the other party's Confidential Information pursuant to a statute, regulation or rule or decision shall notify the other party prior to such disclosure and shall, if requested by the other party, use all reasonable efforts to obtain, or to permit the other party to obtain, a protective order or comparable assurance that the Confidential Information disclosed shall be held in confidence and not be further disclosed absent the original disclosing party's prior written consent. A party ordered to disclose the other party's Confidential Information shall notify the other party within a reasonable time after receipt of such an order and shall use all reasonable efforts to resist, or to permit the other party to resist, such disclosure and, if such disclosure must be made, to obtain a protective order or comparable assurance that the Confidential Information disclosed shall be held in confidence and not be further disclosed absent the original disclosing party's prior written consent. This Section is not intended to limit either party's ability to satisfy any governmentally required disclosure of its relationship with the other party or Avaya's ability to satisfy any requests or demands generated in the course of audits of Avaya.

24. Compliance with Laws and Authorizations. GEFS and Customer shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act, applicable environmental laws and all other federal, state and local laws, ordinances, regulations and codes, including identification and procurement of required permits, certificates, approvals and inspections, in performance under this Agreement and the associated Lease. Each party agrees to indemnify the other party for any loss, damage or expense that may be sustained by its failure to do so.

25. Remedies. Avaya and GEFS acknowledge that any disclosure or misappropriation of Confidential Information in violation of this Agreement could cause irreparable harm, the amount of which may be extremely difficult to determine, thus potentially making any remedy at law or in damages inadequate. Each party, therefore, agrees that the other party shall have the right, where otherwise appropriate, to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of the confidentiality provisions of this Agreement.

27. Force Majeure. Neither GEFS nor Customer shall be held responsible for any delay or failure in performance under a Lease to the extent that such delay or failure is caused by fire, flood, explosions, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control; provided, however, that should any of such events occur prior to the commencement of the term of the Lease and continue for at least thirty (30) days so as to prevent delivery or acceptance of the Vehicle, GEFS shall, if requested in writing by Customer, use its best efforts and take all necessary action to (i) cancel the Order if GEFS is not obligated to pay GEFS the Purchase Price, or (ii) dispose of subject Vehicle(s). All charges associated with said Vehicle disposal shall be borne by Customer, provided GEFS shall seek to mitigate Customer's expenses as a result of such Vehicle disposal. This provision is not intended to extend the thirty (30) day period set forth above unless the GEFS's failure to deliver is itself caused by a force majeure event.

28. Relationship of Parties. It is agreed that this is not an agreement of partnership or employment of GEFS or any of GEFS's employees by Customer, and that GEFS shall be deemed an independent contractor.

29. Licenses. No licenses, express or implied, under any patents are granted to GEFS by Customer under this Agreement or any Lease.

30. Section Headings. The article, section and subsection headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any Lease.

31. Severability. If any of the provisions of this Agreement or a Lease shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or the entire Lease, but rather the entire Agreement and Lease shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

32. Entirety of Agreement. This Agreement, together with the addendums, statement of work, and pricing document, constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services to be provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning such services or the rights and obligations relating to those Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives

Avaya Inc. (Customer)

By: Almaire Falbo

Title: Vice President Global Operations 3-31-05
(President, Vice President, Treasurer, or provide certificate of authority)

GE Fleet Services (GEFS)

By: Carrie Zeman

Title: Authorized Signatory

Effective Date: 4/1/05

Form 108 11/04/03

Avaya Inc. Statement of Work

Exhibit A to Master Services Agreement

April
April
This Statement of Work is attached to and made a part of that certain Master Lease Agreement dated as of ~~March~~ April, 2005 ("Master Lease Agreement") and Master Services Agreement, and all addenda related thereto, dated as of ~~March~~ April, 2005 ("Master Services Agreement"; the Master Lease Agreement and the Master Services Agreement are referred to together herein as the "Agreements"). Capitalized terms used in this Statement of Work and not otherwise defined will have the meaning given in the Agreements.

Section I

GEFS shall provide an Account Manager, who shall function as the Customer's single point of contact for inquiries, problem resolution and escalation. It is understood that Customer will escalate concerns and problems beyond the GEFS Account Manager in the event Customer deems the Account Manager's response is not timely or adequate, provided, however, such efforts to resolve concerns, problems, or disputes in no way waives any rights of Customer to pursue rights and remedies to Customer in law or equity. Normal day-to-day business activities shall be conducted between the respective working level employees designated by the parties. GEFS provided services shall fall into four areas as follows:

A. Vehicle Provisioning

1. When requested by Customer, GEFS shall consult with Customer regarding Vehicle orders, including, but not limited to, the forwarding of Vehicle manufacturer specifications, providing forms and explanations semi-annually. It is understood that GEFS shall function as the Customer's consultant with respect to Vehicle provisioning/upfitting process. The processes defined and provisions set forth apply to car and light duty truck purchases.
2. Customer shall initiate a Vehicle order by submitting an electronic order via GEFS' online ordering system. GEFS and Customer will develop a manual ordering process as a backup to the online ordering process. If the GEFS online system is not available during normal business hours for more than 60 consecutive minutes, and so long as the online system remains unavailable, Customer will have the ability to submit orders via this alternate ordering method at no additional cost to Customer and GEFS will process the manual order as if was transmitted electronically.
3. Upon receipt of an order:
 - a. GEFS shall evaluate order for conformation to the manufacturer's standards and notify Customer of any errors within one (1) business day of receipt, after which Customer shall assume the order is a buildable Vehicle.
 - b. Within two (2) business days of receipt of an order, GEFS shall:
 - (i) Place an order for the Vehicle specified on the order.
 - (ii) Provide Customer with an electronic order acknowledgment.

If required, GEFS shall place additional orders with the applicable suppliers for the upfitting and/or marking of the Vehicle within 5 business days of receipt of order as per Customer approved vehicle specifications. Unless otherwise instructed or agreed to, GEFS shall order all insignia supplies or upfitting from Customer-designated vendors as per vehicle specifications.

- c. GEFS shall process Customer requested changes to an order made by Customer within one (1) business day of receipt of such changes until such point in production scheduling that the Vehicle manufacturer will not accept further changes.

Avaya Inc. Statement of Work

4. Within three days' receipt of manufacturer's statement of origin and manufacturer's invoice, GEFS shall generate documentation necessary for delivery of the Vehicle.
 - a. GEFS shall perform audit and reconciliation activities on all factory, dealer, upfitting and insignia marking invoices within one (1) business day of receipt of invoice to verify conformity with the order, and report findings to Customer. GEFS shall provide a monthly audit report to show payments made to vendors match the invoices submitted to GEFS.
 - b. GEFS shall be measured on the accuracy of all invoices submitted to Customer. Goal is 100% accuracy.
5. GEFS shall coordinate, track and ensure the accurate and timely completion of the following events for each Lease:
 - a. Manufacturer's shipment of the Vehicle to the GEFS-selected delivering dealer nearest to the driver's location (as specified by Customer) in the GEFS's dealer network. GEFS shall make reasonable efforts to select a delivering dealer located within a thirty (30) mile radius of the Customer ordering location. Customer shall have the option of specifying a delivering dealer outside the GEFS's dealer network.
 - b. Prior to Vehicle delivery, GEFS shall provide Customer's designated driver with a driver's packet, which shall include driver instructions for Vehicle maintenance.
 - c. GEFS shall manage and coordinate overall Vehicle ordering and delivery, including but not limited to notification of manufacturer to ship Vehicle to applicable upfitting supplier for the installation of racking and/or insignia marking. GEFS shall track Vehicle through the ordering process to ensure no undue delays occur or to obtain information to pass on to Customer regarding any problems encountered during the ordering process. GEFS will arrange, in all states where possible, to have the Vehicle "hard plated" prior to notifying the driver that the Vehicle is available for pick-up. In states where local political jurisdiction prevents Vehicle delivery with "hard plates", GEFS shall instruct the delivering dealer to mail "hard plates" to Customer's ordering location or to obtain the "hard plates" and have such plates available to Customer at a later date. Upon Vehicle pick-up by Customer, if Customer does not accept delivery of the Vehicle due to GEFS's material omission or error, GEFS shall promptly resolve any problem with the Vehicle.
 - d. Upon acceptance of the Vehicle by Customer, GEFS shall forward the following documentation to Customer:
 - (i) Fee and pricing documents which include an itemization of the Capitalized Cost and a complete itemization of monthly charges and fees.
 - (ii) Order documentation, including Supplier's invoice, which shall identify the Vehicle manufacturer's invoice price, applicable upfitting and insignia invoices, and a copy of the order acknowledgment.

B. Fleet Operations and Vehicle Maintenance

GEFS shall provide the following on-going Services for GEFS provided Vehicle as well as for Customer's owned Vehicles, as applicable. For purposes of the Services to be provided under this Section I, Paragraph B, the leased vehicles and vehicles owned by Customer shall be collectively referred to each as a "Vehicle" and together as the "Vehicles".

Avaya Inc. Statement of Work

1. GEFS shall provide registration support as follows:
 - a. Complete all necessary paper work required to obtain registration, stickers, or other local political jurisdiction requirements and usage charges. Customer acknowledges that in certain jurisdictions Customer and driver input will be necessary to obtain and complete required filings.
 - b. Distribute monthly Registration Expiration Reports and issue letters to Customer drivers providing instructions for required action at sixty (60) days prior to registration expiration. Concurrently, GEFS shall send initial notification letters to applicable Customer drivers and shall generate and distribute to Customer reports of letters sent to Customer's drivers. GEFS shall send exception reports to personnel as designated by Customer.
 - c. Provide monthly jeopardy reports to Customer containing the names of drivers requiring Vehicle re-registration and sorted by Customer's accounting codes. All reports shall be prepared, sorted and listed by Customer accounting codes and shall be provided to Customer by GEFS until such time that Customer shall request functional capability to generate and distribute reports.
 - d. Interface with state motor vehicle offices and offices specified by local political jurisdictions regarding registration, inspection issues and registration payments.
 - e. Return license plates to state motor vehicle offices and obtain any documentation required to obtain registration credits or affect the cessation of property tax in connection with Vehicle transfers or termination of the use of Vehicle.
 - f. Obtain city and/or county stickers with Customer's cooperation and notify Customer of any Vehicle requiring follow-up.
 - g. Negotiate special arrangements for payment of inspection fees in order to eliminate Customer driver out-of-pocket expenses.
 - h. Track and complete state transfer activity as directed or requested by Customer.
2. GEFS shall provide a twenty-four (24) hour Driver Assistance toll-free telephone number and adequate coverage for seven (7) days a week to guarantee call answering performance equal to or above the call answering performance standards which shall be mutually agreed upon between Customer and GEFS from time to time.
3. GE shall provide processing of title transfer requests of Customer-owned Vehicles. Customer shall give GEFS all powers of attorney necessary to execute such requests on Customer's behalf.
4. GEFS shall provide Fleet Management services as follows:
 - a. When requested by Customer, and so long as the Electronic Fuel Card Addendum to the Master Services Agreement remains in full force and effect, GEFS shall provide an electronic fuel card to Customer's driver and GEFS shall pay Vehicle fuel expenses incurred on the GEFS-provided fuel card. GEFS shall subsequently submit monthly invoices to Customer for paid invoices for the fuel card charges and Customer shall pay all such amounts in accordance with the terms of the Master Services Agreement. GEFS will assist Customer in ensuring policy and program compliance is followed.
 - b. GEFS shall authorize expenditures and issue purchase orders for Vehicle repair and maintenance services in accordance with the terms of the Maintenance Management

Avaya Inc. Statement of Work

Addendum to the Master Services Agreement. Customer shall define approval and escalation expense amounts based on the number of months in service and mileage. The Customer's approved authorization schedule may be changed from time to time as Customer deems appropriate. GEFS shall negotiate the price and scope of work to be performed with the repair facility and shall in all cases seek to minimize Customer's costs.

- c. GEFS shall provide monthly and quarterly expense reports to Customer. GEFS shall electronically distribute such reports to Customer's field offices. Such reports shall be delivered or available to Customer no later than the 10th day of the month following each monthly reporting period and shall include the following:
 - i. Monthly Management Report (See attached MMR)
 - ii. Monthly Fleet Expense Data /Project Phoenix
 - iii. Annual Rental Report/Avaya Corporate Tax
 - iv. Annual Lease Auto Income Inclusion Report/Avaya US Tax Operations
 - v. Annual FY Lease Report SEC Filing Form 10K/Avaya Finance
 - vi. Quarterly / Annual Lease Schedule Report Summary/Avaya Consolidations and Parent Company I/S
 - vii. Tennessee Personal Property Tax Report/Annual/Avaya Finance
 - viii. Fuel, Violation, Rental Report/Quarterly/Avaya Services
 - b. GEFS shall provide additional reports as may be reasonably requested by Customer. Customer may, at its discretion, designate any lease service provider as asset manager of its global vehicle lease program. GEFS agrees that it will comply and cooperate with such asset manager in providing requested data necessary for the management of Customer's total fleet, so long as Customer reimburses GEFS for its reasonable out-of-pocket expenses incurred in providing such data.
 - e. GEFS shall audit maintenance and repair charges (1) to verify compliance within Customer authorized expense levels, (2) for billing discrepancies and (3) for potential warranty coverage. Where the possibility of a claim for refund under a warranty exists, GEFS shall process such claim and notify Customer accordingly. All refunds, which may be obtained by GEFS, shall be promptly credited to the applicable Vehicle
 - f. Customer's request, GEFS shall process fuel card orders for lost or stolen fuel cards and shall provide an Invalid Fuel Card Usage Report, including back-up information, within sixty (60) days of receipt of billed charges. Upon Customer's request, GEFS shall investigate and challenge inquiries of charges involving purchase orders. Upon notification from Customer (via the GEFS web customer website), GEFS shall process replacement card requests for lost or stolen fuel cards within one (1) -business day. Fuel charge detail is made available on the GEFS customer website for Customer review. GEFS will assist in further investigation if requested to do so by Customer.
 - g. GEFS shall manage fuel card lifecycle and replacement procedures.
5. GEFS shall inform and consult with Customer regarding emission standards and testing, Clean Air legislation and other pertinent issues affecting Vehicle registration. Customer agrees that it will not treat such consultation as a substitute for legal advice, and that Customer is responsible for operating the Vehicles in compliance with local, state and Federal law.
 6. GEFS shall serve as Customer's consultant regarding current industry trends and products, vehicle order intervals, best business practices, benchmarking, vehicle specifications, vehicle

Avaya Inc. Statement of Work

life cycles, special requirements, etc. GEFS shall provide advice and counsel regarding vehicle fleet related subjects and concerns, as may be reasonably requested by Customer.

7. GEFS shall provide periodic industry updates and changes to State and Federal laws via GEFS's WEB site.
8. GEFS shall participate on Customer's Process Improvement teams, as requested by Customer.
9. If requested by Customer, GEFS shall pay invoices for charges on Customer-owned vehicles to the extent such vehicles are enrolled in one or more service program under the Master Services Agreement, and shall submit a consolidated invoice to Customer itemizing all paid invoices on behalf of Customer. GEFS shall process and render payment to third party within 60 days of receipt of a Customer authorized invoice.

C. The Vehicle Disposal Process

1. As requested by Customer, GEFS shall consult with Customer regarding downsizing or re-arrangement of Customer's fleet, and shall provide advice and counsel on Customer's fleet, such as age and composition of Customer's fleet, Vehicle and fleet operating costs compared to National averages and analysis of Vehicle replacement costs.
2. Upon Customer's decision to terminate the lease of a Vehicle, and subject to payment to GEFS of the amounts owing, Customer shall return the Vehicle in accordance with the Master Lease Agreement and the following procedures:
 - a. Provide to GEFS a complete and accurate authorization form for the return of Vehicle, which form shall include the odometer reading, the authorizing signature, pick-up date, and a reliable contact for access to the Vehicle. Customer shall remain responsible for maintaining the signed authorization for lease termination, which shall be provided to GEFS at GEFS's request.
 - b. GEFS shall terminate fuel card(s) for the Vehicle upon receipt of Lease Termination notification from Customer.
3. Upon GEFS's receipt of Customer's Vehicle termination document, GEFS shall perform the following steps:
 - a. GEFS shall make a best effort, to pickup terminated unit within ten (10) business days, and provided the Vehicle is readily available for pick-up. GEFS shall provide a monthly report on this metric.
 - b. GEFS shall cease billing of all monthly rentals rental and fees within one (1) business day (subject to terms and conditions of the Master Lease Agreement) from receipt of completed vehicle termination request including complete and properly executed odometer disclosure information.
 - c. Within thirty (30) days of receipt of a Vehicle termination authorization from Customer, GEFS shall make commercially reasonable efforts to complete the sale of the Vehicle in accordance with the terms of the Master Lease Agreement.
 - d. GEFS shall provide a final Vehicle accounting document, which includes the Vehicle's sale price, any applicable transportation costs, cleaning fee, decal removal fees and a comparison of Vehicle sale price to Automotive Marketing Report's (AMR) Used Car Book Value

Avaya Inc. Statement of Work

- e. Unless specifically advised in writing by Customer, GEFS shall not provide any reconditioning services to Vehicle to be sold other than cleaning and removal of all Company-related graphics and/or insignias.
- f. In the event Vehicle has not been sold within sixty (60) days after GEFS's Vehicle pick-up, GEFS shall provide Customer with written documentation in the form of a letter or electronic mail identifying the cause of the delay.

D. Data systems and data processing support:

1. GEFS shall provide Customer access to GEFS's customer web site and data warehouses accessible through the customer web site to permit Customer to obtain information related to its fleet and analyze the information using reporting tools on the website.. Such access shall be provided to Customer during normal business hours or at additional times to be mutually agreed upon by both parties,
 - a. GEFS shall provide Customer access to GEFS's website and data warehouse accessible through the website during the hours of 6:00 A.M. to 6:00 P.M. Eastern Standard Time, Monday through Saturday. GEFS shall notify Customer of any planned system outages or other occurrences to which Customer may not have access to systems. For any unplanned system outages, GEFS will notify Customer of any situations whereby Customer will not have access for more than 4 hours and provide reasonable updates for system restoration.
 - b. GEFS For the duration of the Statement of Work GEFS shall provide Customer access to the GEFS web-based tools for fleet management.
 - i) Reasonable data update capability including supervisor, driver, accounting, email and HR ID for both supervisor and driver and Notes (e.g. Financial Management Language ("FML"), or Cost Center data, Customer accounting codes).
 - ii) Reasonable ad hoc reporting capability. Compliance with Customer's EDI standards.
 - iii) GEFS shall allow Customer to utilize data and information from the GEFS customer website for the sole purpose of providing information to the end-users.
2. In the event of termination of either the Master Lease Agreement and or Service Agreements, or in the event the agreements expire and are not renewed by the parties, GEFS shall, at no cost to Customer, make available to Customer all vehicle and maintenance history in electronic format (i.e., MS Word, Excel, Access) to the extent such information has not been purged from the GEFS data warehouse. In the event either of the Agreements is terminated as a result of a default by Customer, GEFS will no longer be obligated to make such information available to Customer.
3. GEFS shall consult with Customer regarding data processing and data management requirements.
4. GEFS shall maintain its systems at a level required to ensure its performance under this Statement of Work.

E. Performance Monitoring (Score Card)

GEFS shall provide a quarterly review of service delivery performance. Including the following:

Avaya Inc. Statement of Work

1. Departmental performance goals. Including, but not limited to, Driver Answer Line and Maintenance Control Center hold times.
2. Service Request (SR) Analysis, providing summary and detail performance measures against standards.
3. Monthly SR Complaint Detail.

F. Insurance Card Distribution

This process description addresses the distribution of insurance cards for the renewal, replacements, and vehicle adds.

1. GE shall electronically distribute proof of insurance certificates (cards) to all Avaya vehicles in the GE system at the time of request or policy expiration for all states, where allowed by law.
2. For states which do not allow for electronic distribution, GE shall forward inventory list to Avaya designated recipients containing all data elements requested when available to facilitate the mailing of state specific cards (New York, New Jersey, etc).
3. GE shall additionally upon request from Avaya forward an inventory list to Avaya designated recipients containing all data elements requested when available to facilitate the maintenance of state specific vehicle databases (Colorado, Arizona, etc.).
4. Renewals
 - a. Insurance cards are replaced annually upon expiration of policy. The replacement cards shall be sent electronically via email to all driver email addresses contained within the GE system thirty days prior to expiration or within ten (10) business days upon receipt of the new policy information from Avaya.
 - b. Additionally GE shall generate and distribute vehicle inventory list to the Avaya policy broker containing requested data elements as required by Avaya upon the distribution of said cards.
5. Replacements

GE shall distribute electronic proof of insurance certificates (cards) to Avaya employees upon request within 24 hours when GE receives said request during normal business hours.
6. Vehicle Adds

GE shall distribute electronic proof of insurance certificates (cards) to the driver email address of record in the GE system within three (3) business days of the driver packet sent date

Section II

Throughout the duration of this Statement of Work, GEFS shall conduct continuous process improvement activities, which shall result in ongoing improved efficiency and quality of the services provided under the above referenced agreements. In addition, GEFS shall make good faith efforts to provide continuous process improvement, which result in cost reductions to Customer due to reductions in the amount of time and effort required for the Customer to obtain the services provided under the agreements. GEFS's

Avaya Inc. Statement of Work

continuous process improvement activities shall include but not be limited to evaluation of GEFS processes and systems; evaluation and benchmarking of GEFS's service performance measurements and comparison of such measurements to comparable Customer service performance measurements; and specific Customer identified activities including but not limited to the following:

- A. GEFS shall attend Customer meetings to review items including but not limited to service performance, problem resolution, Customer requirements and changes, which affect GEFS's provision of the services, provided hereunder.
- B. GEFS shall make good faith efforts to achieve industry's "best in class" and "low cost provider" status and provide benchmarking information to Customer.
- C. If requested by Customer, GEFS shall provide on-line capabilities reasonably required by Customer, including but not limited to the following:
 - a. Electronic Data Interchange ("EDI") billing system.
 - b. Inclusion of a second address in GEFS's database.
 - c. On-line transmission of Vehicle, return authorization forms and acknowledgment of receipt of authorization.
 - d. On-line transmission of notification for cause of delayed Vehicle sale.
 - e. On-line receipt of all required reports hereunder, when available.

Miscellaneous

In the event of a conflict between the terms of this Statement of Work and provision of the Agreements, the terms of the Agreements will control. Failure by GEFS to comply with one or more provisions of this Statement of Work will not excuse or forgive performance by Customer of its obligations under the Agreements.

GEFS - AVAYA FLEET PRICING - EXHIBIT B

LEASING

| | |
|---|------------|
| Markdown of Net Manufacturer Invoice (Price reduction from vehicle cost) | 2.50% |
| Floating Interest Adder to Commercial Paper Index Rate (% of Book Value) | 0.60% |
| Monthly Management Fee (% of Cap Cost) | 0.035% |
| Courtesy Delivery Charge | Avaya Pays |
| Fully Amortized Fee (Monthly) | \$10.00 |

Fully amortized fee will apply to all vehicles leased after September 1, 2003

SERVICES

| | |
|-----------------------------------|---------|
| Maintenance Mgt Fee/month/vehicle | \$4.75 |
| *Out of Network Fee/Transaction | \$5.00 |
| Fuel Card Fee/month | \$0.00 |
| License Renewal/Transaction | \$20.00 |
| Fleet Mgt Solutions/month/vehicle | \$3.90 |
| Accident Services/Transaction | \$95.00 |

REBATES

| | |
|---|-------|
| Nat'l Acct Rebate (% of Total NA \$ Spend) | 2% |
| *@ 60%-80% Utilization of Total Maintenance \$ Spend | 2.5% |
| *@ 80% & up Utilization of Total Maintenance \$ Spend | 0.25% |
| Fuel Rebate (% of Total Fuel \$ Spend/year) | 0.25% |

Rebates will be calculated on a 12 month period with the first month being February 2005
 Rebates will be paid to AVAYA within 45 days from close of 12 month period
 National Acct. Rebate includes, all purchases through NA except Glass purchases through NA vendor.

Above pricing has payment terms of 10-days.

**GE Fleet Services****RapidTag Addendum**

This RapidTag Addendum is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned, Avaya, Inc., ("Customer"). This Addendum forms a part of, is subject to, and shall be read and interpreted in accordance with the Master Services Agreement by and between the parties. In exchange for the mutual promises herein expressed, the parties agree to perform according to the following mutual terms and conditions:

I. RapidTag Program

GEFS shall provide to the Customer a RapidTag program the purpose of which is to assist Customer, as permitted by the respective states, in renewing registrations for passenger vehicles, and for trucks having standard commercial license plates and meeting the requirements in the respective states for standard commercial license plates, which are owned by Customer or leased by Customer from GEFS. All vehicles enrolled in this program are collectively referred to as ("Vehicles"). GEFS shall:

- A. Provide to Customer an electronic list of Vehicles for which, according to GEFS' data base, registration is due to expire within 75 to 90 days (the "Renewal List");
- B. Provide to the driver of the Vehicle, or to Customer if so requested or if GEFS has not been advised of the driver's name and address, the preconditions to registration renewal, if any, requiring action by the driver or Customer (the "Precondition Notification"). This notification shall be mailed 45 to 60 days before registration expiration. GEFS will notify Customer in writing of any problems or issues in trying to contact driver(s);
- C. Provide Customer with a list of drivers who did not complete the preconditions required for registration renewal. Such list shall be sent electronically to Customer a minimum of 25 days before registration expiration;
- D. Renew registrations, at the expense of Customer, for those Vehicles for which all preconditions to registration renewal have been completed and evidence thereof provided to GEFS, and obtain from the respective states the appropriate proof of registration; and
- E. Provide such proof of registration to Customer or, at Customer's option, to the drivers.

II. Customer shall:

- A. At the commencement of the RapidTag program and thereafter upon GEFS' commercially reasonable request, update any data necessary for GEFS to prepare the Renewal List and process registration renewals and for Customer owned vehicles not on the database, pay a one-time set up fee for each customer owned Vehicle of \$10.00. There is no set-up or other fees associated with Customer leased vehicles.
- B. For each Renewal List: correct any errors; indicate any Vehicles on the Renewal List which Customer does not desire to have renewed, add any other Vehicles for which Customer believes the registration will require renewal within 75 to 90 day period, and return the edited list to GEFS on or before the return date indicated. If the edited Renewal List is not in GEFS' possession on or before the return date: GEFS may automatically renew the registration of all Vehicles on the list. Further, if a Renewal List is not received by the return date or if Customer fails to delete a Vehicle which Customer does not want renewed and as a result thereof a registration is unnecessarily renewed, Customer shall apply for any refunds it may desire.
- C. Comply with, or cause the drivers to comply with, the commercially reasonable preconditions to registration renewal as indicated in the Precondition Notification and provide, or cause the drivers to provide, to GEFS evidence of compliance satisfactory to the respective states. Such evidence shall be in the possession of GEFS on or before the date indicated in the Precondition Notification. Customer recognizes that certain states impose preconditions for registration renewals (such as, but not limited to, emissions tests, vehicle inspections, certificates or proof of insurance, or certificates or proof of payment of tax) which require

either the presence of the Vehicle or the performance of certain actions in the location of the driver or the Vehicle. Customer further recognizes that states may change such requirements from time to time. GEFS shall have no obligation to renew the registration of any Vehicle until Customer has supplied GEFS with evidence of compliance with the preconditions for renewal of the respective state.

- D. Pay GEFS the applicable fee set forth below:

| | |
|-------------------------|-------------------------|
| Leased Vehicles | \$20.00 per transaction |
| Customer Owned Vehicles | \$20.00 per transaction |
- E. If Customer requests GEFS to obtain a duplicate registration renewal, pay GEFS a fee of \$20.00 for each duplicate.
- F. Reimburse GEFS for all out of pocket fees incurred by GEFS in the provision of the services provide herein, including, but not limited to: registration fees, taxes, other charges assessed by the states in connection with registration renewals, late renewals or duplicate registrations, expedited mail or courier fees.
- G. And hereby does, authorize GEFS, by any employee or agent of GEFS' designation, to act on Customer's behalf as Customer's attorney-in-fact, and to sign, execute, transfer, file and deliver in the name of Customer any documents or materials reasonably necessary to effectuate the terms of this Addendum.

III. General Provisions

- A. If Customer complies with the conditions set forth herein including the applicable return dates, GEFS shall use its best efforts to renew the registration of each Vehicle listed in the Renewal List and provide proof thereof to Customer prior to expiration of the registration. If Customer fails to comply with the conditions or schedule, or if there is delay or error on the part of the state processing a registration renewal, proof of registration renewal may not be supplied to Customer prior to the date of expiration of the renewal. **GEFS MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED.**
- B. If, due to causes within GEFS' control, GEFS fails to renew a registration that was included on a Renewal List and for which GEFS received evidence of compliance with Preconditions by the date indicated in the Precondition Notification, GEFS shall either pay, or upon receipt of an invoice or other documentation from Customer shall reimburse Customer for, any tickets, penalties or late registration fees incurred as the result thereof. **IN NO EVENT SHALL GEFS REIMBURSE CUSTOMER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO, DRIVER DOWN TIME) REGARDING ANY REGISTRATIONS THAT ARE NOT RENEWED.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

Avaya Inc. (Customer)

By: Almarie Fallo 3-31-05
 Title: Vice President Global Operations
 (President, Vice President, Treasurer, or provide certificate of authority)

GE Fleet Services (GEFS)

By: Carrie Xanth
 Title: Authorized Signatory

Effective Date: 4/1/05

Form 118 11/03



GE Fleet Services

Maintenance Management Addendum

This Maintenance Management Addendum is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned ("Customer"). This Addendum forms a part of, is subject to, and shall be read and interpreted in accordance with the Master Services Agreement by and between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by authorized representatives.

GEFS provides a program to minimize Customer's vehicle operating costs, driver downtime and administrative cost associated with the payment of multiple suppliers.

Customer's use of National Account vendors is a key component of cost reduction and quality provided in this program; and

Customer desires to utilize this program to control such costs;

In exchange for the mutual promises herein expressed, the parties agree to perform according to the following terms and conditions:

I. GEFS shall provide to Customer:

- A. A Maintenance Management program through the issuance of a Driver Guide ("Driver Guide") for each Vehicle enrolled.
B. Written or telephonic purchase order control for Vehicle related purchases and mechanical charges 1) in excess of an amount mutually agreed in writing by the parties or 2) not specified in the Driver Guide as Recommended Scheduled Maintenance.
C. If requested, assistance in obtaining a temporary rental vehicle in accordance with mutually agreed parameters. Temporary rentals, if any, shall be in the name of Customer with billing directly to GEFS.
D. The ability to obtain certain routine mechanical services and to purchase through vendors participating in GEFS' National Account program as set forth in the Driver Guide ("National Account Vendors").
E. Review and confirmation of service and repair invoice amounts billed to GEFS for proper authorization.
F. A single monthly invoice for all purchases, mechanical services and temporary rentals procured hereunder.
G. Reports selected by Customer from the then current standard report options, and other reports as reasonably requested by Customer.

II. Customer shall:

- A. Designate the Vehicles subject to this program ("Vehicles"), and for Vehicles not leased from GEFS, provide all information reasonably requested by GEFS to perform this service.
B. Direct its employees to comply with all instructions contained in the Driver Guide or otherwise provided by GEFS to Customer.
C. Pay GEFS monthly, in advance, for each Vehicle subject to this program, a fee of \$4.75.
D. Pay GEFS monthly, a sum equal to the aggregate of all invoices received by GEFS for goods, services and temporary rentals procured hereunder.
E. Pay GEFS a processing fee of \$5.00 per invoice for vendors other than National Account vendors.
F. Utilize its best efforts to maximize National Account utilization.
G. And hereby does, agree that Customer shall bear all risk of late return or loss, theft or damage to any temporary rental vehicle.

Avaya, Inc. (Customer)

By: Almarie Falbo 3-31-05
Title: Vice President Global Operations
(President, Vice President, Treasurer, or provide certificate of authority)

GE FLEET SERVICES (GEFS)

By: Carie Larson
Title: Authorized Signatory
Effective Date: 4/1/05

Form 114 11/03



GE Fleet Services

Fleet Management Solutions Addendum

This Fleet Management Solutions Addendum, is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned ("Customer"). This Addendum forms a part of, is subject to, and shall be read and interpreted in accordance with the Master Services Agreement by and between the parties (the "Agreement").

Customer desires GEFS to assume some or all of the activities associated with the day-to-day administration of its fleet of Vehicles. Customer remains responsible for establishing fleet policies and procedures.

- G. Customer shall pay on a monthly basis the number of vehicles enrolled in the program.
- H. H. If Customer requests training at its locations, Customer agrees to reimburse GEFS for its reasonable out of pocket costs incurred in providing such training.

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be duly executed by authorized representatives.

Avaya, Inc. (Customer)

By *Amarie Falbo*
 Title *Vice President Global Operations 3-31-05*
President, Vice President or Treasurer (or please provide certificate of authority)

GE Fleet Services (GEFS)

By *Carrie Larson*
 Title Authorized Signatory

Effective Date: *4/1/05*

Form 110.3 11/03

I. **GEFS shall provide the services described below at the base fee, per Vehicle per month, of \$3.90.**

• **CALL MANAGEMENT:**

Toll-free phone number for driver calls concerning fleet policy.

• **ADMINISTRATIVE SUPPORT:**

Vehicle Selector management, replacement planning, inventory management, value-added service program coordination, status reporting and vehicle disposition administration.

• **STRATEGIC MANAGEMENT:**

Exception Management; Productivity Support, Process Management, Policy Development; Activity Reporting and Recommendations, Benchmarking, and Driver Surveys.

Additional services requested by Customer from time to time will be subject to either a one-time charge or a monthly fee modification as mutually agreed in writing by the parties.

II. Customer shall:

- A. Designate the Vehicles subject to this program ("Vehicles"), and for Vehicles that are not leased by GEFS to Customer, provide to GEFS all information requested by GEFS which is necessary to provide the services specified herein.
- B. Designate the employees of Customer and its subsidiaries and affiliated companies who drive the Vehicles and direct its employees to comply with all instructions from time to time reasonably issued by GEFS in connection with this program.
- C. Provide GEFS, if appropriate to the selected level of service, its fleet policies, procedures and operating parameters, and advise GEFS of any changes to the same.
- D. Designate the fleet administrator or other decision maker who has authority over Customer's fleet.
- E. Provide GEFS with all information requested by GEFS that is reasonably required to provide the level of service.
- F. Pay GEFS monthly, in advance, for each Vehicle enrolled in this program, the base fee set forth above or as mutually agreed by the parties.



GE Fleet Services

Insurance Card Agreement

This Insurance Card Agreement is made and entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned ("Customer") as of the Effective Date.

1. On behalf of Customer's insurance agent, GEFS will, in accordance with the instructions of Customer's insurance agent, prepare and distribute insurance cards to Customer's drivers.
2. The agreement by Customer's agent to have GEFS prepare and distribute insurance card on its behalf and provision of instructions by Customer's agent to GEFS for such preparation are essential terms of this Agreement. In the event that these terms are not satisfied, GEFS shall have no obligation to prepare or distribute any insurance cards.
3. Customer agrees to pay GEFS a fee for each insurance card (original or duplicate) distributed in the amount of \$0.00 within 10 days of the date of invoice.
4. Customer agrees to reimburse GEFS for its then current overnight delivery charge if Customer requests that an insurance card or cards be sent using such a service.
5. Customer acknowledges and agrees that GEFS provides a clerical function only in the preparation and issuance of insurance cards pursuant to this Agreement and accordingly **CUSTOMER WILL INDEMNIFY AND DEFEND GEFS (INCLUDING ANY OF ITS AFFILIATES) AGAINST ANY LOSS, LIABILITY, OR CLAIM, DIRECTLY OR INDIRECTLY RELATING TO THE PERFORMANCE OF GEFS IN THE PREPARATION AND ISSUANCE OF INSURANCE CARDS. THIS INDEMNITY IS ABSOLUTE AND UNCONDITIONAL AND INCLUDES CLAIMS OF NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, BUT DOES NOT EXTEND TO CLAIMS OR LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GEFS. THIS INDEMNITY WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.**
6. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATTER OR CAUSE OF ACTION RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY GEFS OF THIS AGREEMENT IS THE TERMINATION OF THIS AGREEMENT AND A REFUND OF ANY FEES PAID BY CUSTOMER WITH RESPECT TO INSURANCE CARDS ISSUED IN THE THREE MONTH PERIOD PRIOR TO SUCH BREACH. **GEFS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, GOODWILL OR DRIVER DOWNTIME.**
7. This Agreement may be terminated by either party on 60 days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

Avaya, Inc. (Customer)

GE Fleet Services (GEFS)

By: Almarie Falbo

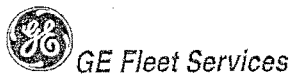
By: Carrie Kamm

Title: Vice President Global Operations
(President, Vice President, Treasurer, or provide certificate of authority)

Title: Authorized Signatory

3-31-05

Effective Date: 4/1/05



#150710

TruckVantage Addendum

This TruckVantage Addendum is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned ("Customer"). This Addendum forms a part of, is subject to and shall be read and interpreted in accordance with the Master Services Agreement by and between the parties.

In exchange for the mutual promises expressed herein, the parties agree to perform according to the following terms and conditions:

- I. GEFS shall provide to Customer:
 - A. A Maintenance Manager program for medium and heavy duty trucks, trailers and equipment ("Vehicle(s)") through the issuance of a Driver Guide for each Vehicle included in this program.
 - B. A toll-free telephone number for Customer's drivers to contact GEFS 24 hours a day, 365 days a year.
 - C. Written, electronic or telephonic purchase order control for all Vehicle repairs in excess of the amount specified the Driver Guide.
 - D. Review of service and repair invoices billed to GEFS for proper authorization.
 - E. A single, monthly invoice for all purchases or mechanical services purchased hereunder for Customer's Vehicles.
 - F. Upon request, assist Customer in obtaining temporary rental vehicles in emergency situations. GEFS will direct that the rental be in the name of Customer with billing to GEFS.
 - G. Web access to maintenance information and reporting.
- II. Customer shall:
 - A. Designate the Vehicles subject to this program. If Customer requests service for a Vehicle not previously enrolled in this program, Customer agrees that such request for service shall constitute its enrollment in this program.
 - B. Provide to GEFS all information reasonably requested by GEFS to provide the services specified herein, maintenance reminders and the reports selected by Customer from the management reporting package.
 - C. Direct its employees to comply with all instructions contained in the Driver Guide and any other instructions from time to time reasonably issued by GEFS.
 - D. Pay GEFS monthly a sum equal to the total of all invoices received by GEFS for goods and services purchased for the Vehicles including any temporary rental charges and the applicable program fee payable, monthly, in advance, for each Vehicle in the program.

| Type of Vehicle | Monthly Fee |
|--|-------------|
| Class 3-8; 10,001 + GVW | \$12.00 |
| Forklifts, trailers, equipment & other | \$6.00 |

- E. Pay GEFS a replacement fee of \$2.00 for replacement of a lost, stolen or destroyed Driver Guide.
 - F. If Customer requests that GEFS conduct on-site set up meetings with Customer or its drivers, reimburse GEFS for all reasonable out of pocket costs incurred with respect to such meetings.
- III. Temporary Rental Vehicles:

- A. THE INDEMNITY IN THE AGREEMENT IS SUPPLEMENTED AND EXTENDED TO ANY AND ALL LIABILITY AND CLAIMS RELATED TO THE USE OR OPERATION OF THE TEMPORARY RENTAL VEHICLES PROVIDED PURSUANT TO THIS ADDENDUM AND CUSTOMER SHALL BEAR ALL RISK OF LOSS, THEFT OR DAMAGE TO ANY TEMPORARY RENTAL VEHICLE.
- B. Customer represents, warrants and covenants that it has purchased and will maintain in force automobile liability insurance covering the Vehicles and any temporary rentals in at least the minimum amounts required by the respective jurisdictions.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by authorized representatives.

Avaya, Inc. (Customer)

By: Neil T. F...

Title: Procurement Manager
(President, Vice President, Treasurer, or provide certificate of authority)

GE Fleet Services (GEFS)

By: John G. Curran

Title: Authorized Signatory

Effective Date: 3/15/12
Form 121.1 04/22/08



GE Fleet Services

150718

Accident Management Addendum

This Accident Management Addendum is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS"), and the undersigned ("Customer"). This Addendum forms a part of, is subject to, and shall be read and interpreted in accordance with the Master Services Agreement by and between the parties.

It is the intention of the parties that this Addendum include provisions for vehicle claims administration, appraisal services, a repair facilities network, subrogation services, assistance in obtaining temporary rental cars, and salvage disposal, with respect to vehicular loss arising from collision, fire, theft or otherwise to vehicles designated by Customer. GEFS may in its discretion cause certain of the services hereunder to be performed by one or more third party provider and GEFS may change any such provider in its discretion.

In exchange for the mutual promises herein expressed, the parties agree to perform according to the following mutual terms and conditions:

I. GEFS shall:

- A. Provide an Accident Management Driver Packet for each Vehicle included in this program.
B. Provide work authorization for the appraisal, repair, service, and temporary rentals described herein.
C. Establish and maintain individual claim files by claim number.
D. Assist Customer in obtaining temporary rental vehicles as replacement transportation while repairs are being performed on Customer's damaged Vehicles.
E. Render to Customer a single monthly invoice for all purchases, repairs, rentals, appraisals, fees, court costs, and other fees or expenses incurred by GEFS for the services provided.
F. Assist Customer in obtaining recoveries from third parties up to, but not including, litigation due to damage to a Vehicle.
G. Use its best efforts to notify Customer's insurance carrier of accidents reported to GEFS; provided, however, that the failure to provide such notice shall not result in any liability to GEFS and Customer's remedy for such failure shall be limited to termination of this Addendum.

II. Customer shall:

- A. Designate the Vehicles to be enrolled in this program.
B. Provide GEFS with any authorities or powers of attorney required by GEFS in the performance of its obligations hereunder.
C. Provide GEFS with any information, documentation or materials it may reasonably request related to any accident and estimate of damage.
D. Direct its employees to comply with all instructions issued by GEFS under this program.

- E. Pay GEFS monthly for an amount equal to the aggregate of all invoices for temporary rental vehicles, Vehicle repairs, towing, storage, appraisals, salvage, police reports, skip trace fees, certified postage charges, as well as related Vehicle expenses and any other out-of-pocket costs incurred in providing the services herein.
F. Pay GEFS an administrative fee of \$15.00 for each appraisal obtained.
G. Pay GEFS monthly for all amounts invoiced for the services provided herein plus a fee per reported accident of \$40.00.
H. And hereby does, agree that Customer shall bear all risk of loss, theft or damage to any temporary rental vehicle.

III. Additional Provision

For the avoidance of doubt, the parties agree that the pricing herein expressly modifies and supersedes GEFS - AVAYA FLEET PRICING - EXHIBIT B as to the Accident Services/Transaction charge of \$95.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives.

Avaya, Inc. (Customer)

By: [Signature]

Title: Vice President & Treasurer
(President, Vice President or Treasurer (or provide certificate of authority))

GE Fleet Services

By: [Signature]

Title Authorized Signatory

Effective Date: 1/1/06

Form 109.1 11/03

150116
-SVCS

MVR (Motor Vehicle Record) Addendum

This MVR Addendum ("Addendum") is entered into by and between Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS") and the undersigned ("Customer"). This Addendum forms a part of, and is subject to, and shall be read and interpreted in accordance with the Master Services Agreement dated April 1, 2005 by and between the parties. GEFS and The CEI Group, Inc., or another third party provider of certain information services (The CEI Group, Inc. or another third party Provider shall be individually referred to as "Provider") have entered into an agreement pursuant to which GEFS may offer its Customers various services, including the ability to request and obtain from such Provider certain abstracted reports ("Reports") on its employees, prospective employees, contractors or consultants (collectively "Drivers" or each individual a "Driver"), which may include driver accident data, and motor vehicle records ("MVRRecord") obtained by a third party consumer reporting agency ("CRA") from the various Departments of Motor Vehicles ("DMV(s)") or other appropriate state agencies, which MVRRecord, and some information contained in Reports, constitute consumer reports, as defined by the Fair Credit Reporting Act (the "FCRA"), upon the terms and conditions set forth herein. GEFS may in its discretion change such third party Provider.

In exchange for the mutual promises herein expressed, the parties agree to perform the following mutual terms and conditions:

I. GEFS shall cause Provider to make available to Customer:

A. Consultation and set-up with Customer of certain program specific parameters, one-time compliance training, obtaining and managing authorizations from Driver, the ability for Customer to have MVRRecords ordered from DMV(s) or other appropriate state agencies, and the provision of Reports. Reports are made available to Customer on Provider's website or otherwise as permitted by law; actual MVRRecords are not provided to Customer.

B. Using a form developed by Provider, grade Reports based on Customer's parameters or based on Provider's standard parameters.

II. GEFS shall:

A. Pay Provider any and all amounts necessary to reimburse Provider for its out-of-pocket cost and expenses related directly to obtaining MVRRecords and providing the program modules selected, including, but not limited to, amounts paid to the DMV(s), state and local agencies.

B. Provide Customer with a single monthly invoice for GEFS' Fees for the selected program modules as set forth in the attached MVR Fee Schedule for all other amounts indicated in the attached MVR Fee Schedule, and for any and all amounts necessary to reimburse Provider for its out-of-pocket cost and expenses related directly to obtaining MVRRecords and providing the program modules selected by Customer, including, but not limited to, amounts paid to the DMV(s), state and local agencies.

C. Forward to Provider, in the format required by Provider, certain Driver set-up information received from Customer. For those Drivers who are not assigned to a vehicle, GEFS shall establish a courtesy unit to be used for invoicing Customer.

III. Customer shall:

A. Provide to GEFS an accurate list in the format required by GEFS and Provider, including certain identifying information, email address, and assigned vehicle, of those Drivers who shall participate in each program module selected by Customer. Customer shall review each list carefully for accuracy. For those Drivers who are not assigned to a vehicle, Customer understands

that GEFS shall assign the respective Driver a courtesy unit for purposes of invoicing and reporting.

B. Co-operate with Provider as necessary to meet the set-up requirements for each of the selected program modules, and comply with all instructions, restrictions and/or requirements issued from time to time by Provider.

C. Request MVRRecords or Reports from Provider in the manner and on the form required by Provider from time to time.

D. Cause the Driver who is the subject of the requested MVRRecord to complete and deliver to Provider a signed authorization, in the manner and on the form required by Provider from time to time, consenting to each requested MVRRecord. Customer understands that Provider shall not request or provide an MVRRecord on a Driver unless Provider has received from the Driver an authorization in the form required by Provider.

E. **Not sell, transfer, disclose or otherwise provide the Reports** to anyone other than the Driver who is the subject of the Reports, or to a person whose duty requires him or her to review the information in relation to the purpose for which the Reports were ordered.

F. Customer understand that certain states may prohibit the sale, publication or dissemination of the Reports via the Internet and, will **not transmit or disseminate via the Internet or e-mail** when prohibited.

G. Not request, compile, store, maintain or use the Reports to build its own database except for its own internal purposes where allowed by law, provided that such purposes do not include any marketing or resale of such databases; or copy or otherwise reproduce the Reports other than for its own purpose.

H. Complete all forms and authorizations, and obtain all requester codes, and execute all federal and state certifications required by the various agencies in order for GEFS, Provider or any CRA to obtain Reports on behalf of Customer as an end-user.

I. Appoint GEFS its limited agent for the purpose of providing Customer with the ability to request MVRRecords and Reports from Provider.

J. Hereby does certify that it intends to use the information in the requested Reports for "employment purposes" or other "permissible purposes." Customer shall and hereby does certify that it shall order, receive and otherwise handle Reports in compliance with all federal and state statutes and regulations including, but not limited to, the FCRA and its state analogues, the Driver Privacy Protection Act ("DPPA") and its state analogues and statutes and regulations governing fair information practices. Customer shall maintain records on its use of Reports for a continuing (rolling) period of 5 years beginning with the effective date of this Addendum.

K. Take no action based on a Report or the information contained in a Report with respect to any Driver unless Customer verifies the accuracy of such Report or the information contained in a Report with the Driver. Customer shall immediately notify Provider of any inaccuracy in a Report or the information contained in a Report.

L. In the event of an adverse employment action or adverse action as defined by the FCRA or applicable state law, which is based wholly or partially on a Report, notify the Driver as required by the FCRA, including the address and phone number of Provider or, if so instructed by Provider, the CRA's address and toll free national telephone number such that the CRA can make full disclosure of any information reported or held by the CRA on said consumer.

M. Pay GEFS monthly, the invoiced amount, which will be equal to the aggregate of GEFS' Fees for the selected program modules as set forth in the attached MVR Fee Schedule, for all other amounts indicated in the attached MVR Fee Schedule, and for any and all amounts necessary to reimburse Provider for its out-of-pocket cost and expenses related directly to obtaining MVR records and providing the program modules selected, including, but not limited to, amounts paid to the DMV(s), state and local agencies.

N. Customer hereby does acknowledge that the Reports may contain errors and/or provide an incomplete record of a Driver's traffic violations and accident experience or differ from state to state as to the information provided.

O. Agrees that all software, database applications, and process and formulae methodologies which may be made available to Customer on Provider's password protected website ("Software and Database Application") are the intellectual property of Provider, that Customer may use the Software and Database Application solely for the purpose of this Addendum, that Customer shall not disclose, copy or share such Software or Database Application with any third party not affiliated with Customer, and that Customer shall not allow, cause or permit reverse engineering of the Software or Database Application. GEFS represents to Customer that the Software and Database Application do not infringe upon or violate the rights of any third party. GEFS will indemnify, defend and hold Customer harmless against any third party claim brought against Customer alleging that the Software and/or Database Application infringe a copyright, trade secret or United States patent and will pay any damages finally awarded against Customer. Customer will notify GEFS promptly in writing of any such claim and provide reasonable cooperation and full authority for GEFS and/or provider to defend or settle such claim. If Customer is enjoined from accessing the Software or Database Application, Customer may immediately terminate this Addendum. With respect to any Reports which are not provided to Customer, Customer will either not be charged or shall be refunded for such Reports, and, in the event that such disruption occurs within the first year of this Addendum, the set up fee will be refunded.

General Provisions

1. Anything in the Master Services Agreement notwithstanding, the services provided for in this Addendum may be suspended or this Addendum may be terminated by GEFS immediately upon written notice to Customer if GEFS, Provider or the CRA has reason to believe, without obligation to take any action, that Customer has requested, ordered, used or disseminated any Report in whole or part, contrary to this Addendum or in violation of any federal, state or local law or regulation.

2. Neither GEFS, Provider nor the CRA are the provider of the MVR record. GEFS, Provider and any CRA disclaim any liability for, and make no warranty, whether express or implied concerning, and Customer acknowledges that GEFS, Provider and CRA disclaim any liability for, and make no warranty concerning, any information contained in the Reports, as well as the accuracy or completeness of Report information.

3. CUSTOMER COVENANTS AND AGREES TO INDEMNIFY, SAVE HARMLESS AND DEFEND GEFS, PROVIDER AND THE CRA, AND ANY EMPLOYEE OF AND ANY PARENT, SUBSIDIARY OR AFFILIATE OF GEFS, PROVIDER OR THE CRA, (A) AGAINST ANY AND ALL LIABILITY, CLAIMS FOR LOSS, DAMAGE OR INJURY, AND FROM AND AGAINST ANY LEGAL PROCEEDINGS OR ADMINISTRATIVE ACTIONS OF ANY KIND (COLLECTIVELY, "CLAIMS") BROUGHT AGAINST GEFS, PROVIDER OR THE CRA FOR OR ON ACCOUNT OF ANY PERSON(S) OR LEGAL ENTITY OR GOVERNMENT BODY, OR ON ACCOUNT OF ANY DAMAGES OR LOSS SUFFERED OR SUSTAINED BY ANY PERSON(S) OR LEGAL ENTITY IN ANY MANNER, DIRECTLY OR INDIRECTLY

CAUSED BY, INCIDENT TO, OR GROWING OUT OF THE PERFORMANCE OF GEFS, PROVIDER OR THE CRA OR THE GOODS OR SERVICES PURCHASED UNDER THIS ADDENDUM TO THE EXTENT THAT SUCH CLAIMS RESULT FROM OR ARISE OUT OF CUSTOMER'S GIVING GEFS OR PROVIDER INCORRECT DATA OR INFORMATION, OR THE USE, MISUSE OR DISSEMINATION BY CUSTOMER, ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES OF THE REPORTS OR ANY DATA, OR THE FAILURE OF CUSTOMER TO COMPLY WITH THIS ADDENDUM OR APPLICABLE STATE OR FEDERAL LAW AND (B) FOR ANY AND ALL DAMAGES, FINES OR PENALTIES OR OTHER LIABILITIES IMPOSED BY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS OR CLAIMED BY ANY THIRD PARTY TO THE EXTENT THAT SUCH DAMAGES, FINES OR PENALTIES OR OTHER LIABILITIES RESULT FROM OR ARISE OUT OF CUSTOMER'S GIVING GEFS OR PROVIDER INCORRECT DATA OR INFORMATION, OR THE USE, MISUSE OR DISSEMINATION BY CUSTOMER, ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES OF THE REPORTS OR ANY DATA, OR THE FAILURE OF CUSTOMER TO COMPLY WITH THIS ADDENDUM OR APPLICABLE STATE OR FEDERAL LAW. CUSTOMER FURTHER AGREES TO TAKE UPON ITSELF THE SETTLEMENT OF ALL SUCH CLAIMS AND THE DEFENSE OF ALL SUIT(S) OR LEGAL PROCEEDINGS OF ANY KIND BROUGHT TO ENFORCE SUCH CLAIMS, AND TO PAY ALL JUDGMENTS ENTERED IN SUCH SUIT(S) AND ALL COSTS, ATTORNEYS' FEES OR OTHER EXPENSES. CUSTOMER FURTHER AGREES THAT EACH OF PROVIDER AND THE CRA ARE AND SHALL BE A THIRD PARTY BENEFICIARY OF THIS INDEMNITY AND THE OBLIGATIONS OF CUSTOMER IN THIS ADDENDUM RELATED TO PROVIDER AND THE CRA AND ENTITLED TO ENFORCE THIS INDEMNITY AND THE OTHER OBLIGATIONS OF CUSTOMER RELATED TO PROVIDER DIRECTLY AGAINST CUSTOMER.

4. The Customer obligations set forth in Sections II D, E, F, G, H, J, K, L, N and O and in the General Provisions of this Addendum shall survive termination of this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by authorized representatives.

Avaya Inc.

By: *Jaime Bethina*

Title: *U. Mgr. Procurement*
(President, Vice President, Treasurer, or provide certificate of authority)

GE Fleet Services (GEFS)

By: *Amie Larson*

Title: Authorized Signatory

Effective Date: *6/11/07*

Dear Customer:

The Fair Credit Reporting Act requires that the following certification be obtained from you before MVRecords can be requested and Reports can be made available to you. Accordingly, please read the following certification and, if the statements are true, sign the certification and return it to us. If you are not currently complying with the requirements of the certification, it will be necessary for you to do so to lawfully request MVRecords and obtain Reports.

Thank you.
GE Fleet Services

CERTIFICATION

The customer named below ("Customer") hereby certifies that:

1. Customer has provided, or shall have provided, to each Driver or other individual on whom an MVRecord will be obtained, a clear and conspicuous disclosure, in writing and on a document consisting solely of the disclosure, that a consumer report may be obtained about such person for employment purposes or other permissible purposes; and
2. Each Driver or other individual has authorized, or shall have authorized, Customer, in writing and on a separate document, to procure an MVRecord and Report; and
3. Before taking any adverse action based in whole or in part on the Report, Customer will provide to the Driver or other individual on whom a Report was obtained, a copy of the Report and a description, in writing, of their rights pursuant to the Fair Credit Reporting Act; and
4. After taking any adverse action based in whole or in part on the Report, Customer will provide to the Driver or other individual on whom a Report was obtained, an adverse action notice, including the name, address and phone number of the Provider or, if requested by Provider, the CRA's address and toll free national telephone number, a statement that the Provider or CRA did not make the adverse decision, and a notice of right to dispute the accuracy or completeness of the information furnished; and the right to an additional free consumer report from Provider or the CRA upon request within sixty (60) days; and
5. Customer will not use any information in any Report in violation of any applicable federal or state equal employment opportunity laws or regulations.

Avaya Inc

By: Lon Korman

Title: Sr. Manager Risk Mgmt.
(President, Vice President, Treasurer, or provide certificate of authority)

MVR Fee Schedule

THE FEES SET FORTH BELOW ASSUME

VEHICLES ENROLLED: 1696

MVR REQUESTS SET IN EACH 12 MONTH PERIOD IN WHICH THIS AGREEMENT IS IN EFFECT: _____

| MVR & Grading | | | |
|----------------|----------|----------------|---|
| Service | Fee | Fee Basis | Explanation |
| MVR w grading | \$ 7.50 | Per occurrence | For obtaining and managing Driver authorizations and ordering MVRRecords. Payable whether or not an MVRRecord is actually obtained |
| MVR Set-Up Fee | \$500.00 | One time fee | Orientation Meeting with the Customer; FCRA Document Processing; Establish internal and external Communication Templates; Determine Grading Criteria; Establish Customized Parameters for Additional Drivers; Check Driver File for Errors; Solicit Drivers for Authorization; Monitor and Report Driver Compliance; Send Reminders to Non-Compliant Drivers; and Create Secure Website to Review Results |

Additional Amounts, Terms and Conditions

All GEFS Fees are in addition to any and all amounts necessary to reimburse Provider for its out-of-pocket cost and expenses related directly to obtaining MVRRecords and providing the program modules selected, including, but not limited to, amounts paid to the DMV(s), state and local agencies (which will vary by jurisdiction)..

All GEFS Fees are based on GEFS' and Provider's standard operating procedures, handling and computer systems. Any special requirements or program changes may be subject to additional GEFS Fees or the payment of additional amounts, such as for non-standard processes, computer program modifications, or additional or advanced training. One-time fees will be billed to a courtesy unit number for the Customer's Fleet.

All GEFS Fees are subject to increase by GEFS upon 90 days notice to Customer. Use of the services provided by Provider as part of any of the mvr program module after the end of such 90 day period shall constitute acceptance of such GEFS Fee increase. Failure to accept a GEFS Fee increase shall be termination of this Addendum by Customer.

Avaya Inc)

By: Janine Battaglia
 Title: Sr. Mgr. Procurement
 (President, Vice President, Treasurer, or provide certificate of authority)

GE Fleet Services

By: Carrie Larson
 Title: Authorized Signatory
 Effective Date: 6/11/07

01-150916

LETTER OF CREDIT AGREEMENT (ONE YEAR DURATION – SERVICES)

This Letter of Credit Agreement dated January 13, 2014 is by and between Avaya Inc., a Delaware corporation ("Customer"), and Gelco Corporation, a Delaware corporation, doing business as GE Fleet Services ("GEFS").

Customer desires to utilize certain fleet-related services provided pursuant to a Master Services Agreement and various addenda thereto or other agreements for services between Customer and GEFS ("the Agreement").

GEFS is unwilling to provide financial accommodations and fleet-related services to Customer until Customer provides GEFS with certain additional assurances in respect of the performance of Customer's obligations under the Agreement.

In order to induce GEFS to provide financial accommodations and services under the terms and conditions set forth in the Agreement, Customer desires to furnish GEFS with additional assurances in the form of the Letter of Credit hereinafter described.

In consideration of the above premises and promises herein contained and other good and valuable consideration, the receipt and adequacy of which is acknowledged by Customer, it is hereby agreed as follows:

1. On the date hereof, Customer will, at its sole cost and expense and as security for the performance of any and all of its obligations under the Agreement, furnish GEFS with an unconditional and irrevocable letter of credit substantially in the form approved by GEFS in its sole discretion (or in such other form as may be specified by GEFS' counsel), and in the amount of U.S. \$615,000 (the "Letter of Credit"). The Letter of Credit shall be issued for a term of one (1) year from the date of issuance by a bank acceptable to GEFS, in GEFS' sole discretion, and shall be, if requested by GEFS, accompanied by an opinion of counsel acceptable to GEFS as to its due execution, delivery and enforceability.
2. Upon (a) the occurrence of any default, as defined in Paragraphs 3(a) and (b), respectively, hereunder or (b) the filing by or against Customer of a petition under any bankruptcy, insolvency or similar laws, GEFS shall, without further notice, have the right to present sight draft(s) to the issuer of the Letter of Credit for any amount not exceeding, in total, the lesser of: (i) the balance remaining under the Letter of Credit and (ii) the sum, as reasonably estimated by GEFS, of (x) the aggregate amount then due and owing by Customer to GEFS under the Agreement, (y) the aggregate amount incurred by GEFS on Customer's behalf pursuant to the Agreement and not yet invoiced or due and owing and (z) the aggregate amount of purchases made by Customer or services received by Customer pursuant to the Agreement for which invoices have not been delivered or become due. The presentation of a sight draft shall not cause the Letter of Credit to terminate or expire; to the extent that there is a balance remaining under the Letter of Credit, GEFS may, upon a default, present one or more sight drafts to the issuer of the Letter of Credit and receive said monies therefrom.
3. Customer shall be in default of its obligations hereunder and under the Agreement in the event that:
 - a. it fails to furnish the Letter of Credit to GEFS as provided herein; or
 - b. it fails to pay an amount owing under the Agreement within the applicable cure period specified therein on the date such amount is due under the Agreement or it is otherwise in default of an obligation under the Agreement.

The events of default specified in Paragraphs 3(a) and (b) are in addition to, not in lieu of, those set forth in the Agreement. The Agreement shall, without further notice, terminate upon the occurrence of a default specified in Paragraph 3(a) or (b).

4. GEFS' rights and remedies under this Agreement (including, without limitation, the right to draw upon the Letter of Credit) are cumulative and may be exercised singularly or concurrently. Neither any failure nor delay on the part of GEFS to draw upon the Letter of Credit or to exercise any other rights or remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or of any other right or remedy howsoever arising. Under no circumstances shall GEFS be deemed or construed to have waived its right to draw upon the Letter of Credit or to exercise any of its other rights or remedies unless such waiver is in writing and executed by a duly authorized representative of GEFS. A waiver of any right or remedy on any one occasion shall not operate as a waiver of such right or remedy on any future occasion or as a waiver of any other right or remedy.

5. BOTH PARTIES TO THIS AGREEMENT HEREBY WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY HEREUNDER.

6. GEFS' exercise of the rights granted to it under this Agreement, including, without limitation, the right to present drafts and to collect same because of any default under the Agreement, shall be in addition to, and not in lieu of, GEFS' other rights and remedies provided in the Agreement, or otherwise. Each original Letter of Credit is intended to be additional security only and is not deemed to waive any rights which GEFS has against Customer, against the Vehicles or under the Agreement.

7. This Agreement is binding upon Customer and GEFS, their representatives, successors and assigns. None of the terms and conditions hereof, may be changed, modified, amended, waived or varied in any manner unless in a writing duly signed by each of the parties hereto.

8. All notices to be given or documents to be delivered hereunder shall be deemed to have been duly given or delivered if received by the applicable party at the address contained in any of the Agreement. Either Customer or GEFS may, at any time and from time to time, in a writing delivered to the other party, give notice of a corrected or changed address.

9. GEFS may assign its rights hereunder at any time, but Customer may not do so without the prior written consent of GEFS.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

Avaya Inc. (Customer)

By: [Signature]

Title: Treasury Director + Assistant Treasurer
(President, Vice President, Treasurer, or provide certificate of authority)
GE Fleet Services

By: [Signature]

Title: Authorized Signatory

Effective Date: January 13, 2014

AVAYA INC.

CERTIFICATE OF INCUMBENCY

I, Frank Mahr, hereby certify that I am the Secretary of Avaya Inc. (the "Company"), a corporation organized and existing under the laws of the State of Delaware, United States of America, and having an office at 4655 Great America Parkway, Santa Clara, California, United States of America; and,

FURTHER, I hereby certify that following is a true and correct copy of resolutions adopted by the Board of Directors of the Company on December 6, 2011 with respect to the Schedule of Authorizations, the Company's approval matrix (the "Schedule of Authorizations"):

"RESOLVED, that the Schedule of Authorizations, in substantially the form presented to this meeting, be, and the same hereby is, approved and adopted; and, further

RESOLVED, that the Chief Executive Officer of the Company be, and he hereby is, authorized and directed to make, from time to time, amendments to the Schedule of Authorizations on matters not reserved to the discretion of the Board of Directors or any Committee of the Board of Directors by such Schedule of Authorizations, by the Certificate of Incorporation or the By-Laws of the Company, by resolution of the Board of Directors or any Committee or by law."

; and,

FURTHER, I certify that the above resolutions have not been amended, rescinded or otherwise modified as of the date hereof; and,

FURTHER, I hereby certify that attached hereto as Exhibit A is a true and correct excerpt from our Company's Schedule of Authorizations; and,

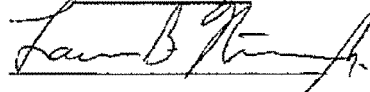
FURTHER, I hereby certify that Lawrence B. (Scott) Niemann, Jr. is an authorized signing officer of the Company and holds the title/position of Treasury Director, and that the signature next to his name below is a true specimen signature:

NAME

SIGNATURE

TITLE

Lawrence B. (Scott) Niemann, Jr.




Treasury Director

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 9th day of January 2014.



AVAYA INC.



Frank J. Mahf
Secretary

Schedule of Authorizations

EXHIBIT A

Last Annual Review: 08/21/2013
 Last Updated: March 8, 2011

| TREASURY | APPROVAL LIMIT IN US DOLLARS | | | | | | | | | | |
|--|---|-------------|--------------|---------------------|--------------|--------------|---------------|---------------|---------------|---------------|--------------|
| | UP TO 1M | UP TO 5M | UP TO 10M | UP TO 15M | UP TO 30M | UP TO 50M | UP TO 100M | UP TO 150M | UP TO 200M | UP TO 200M | OVER 200M |
| All offerings of debt securities (including public or private placements of bonds, debentures or note issues) and warrants to purchase such debt up to the Board of Directors' approved aggregate amount | Maximum offering size and maturity requires BOD approval. | | | | | | | | | | |
| Redeem or retire bonds and other instruments of medium or long-term debt, as appropriate | Corporate Treasurer / CFO | | | | | | | | | | |
| Approve the types of derivatives used and the limitations on their use | Corporate Treasurer | | | CFO | | | CFO | | BOD | | |
| Receipt and disposition of financial instruments (Note 1) | Corporate Treasurer | | | CFO | | | CFO | | CEO | | BOD |
| Sale, assignment, or pledge of accounts receivable | CFO | | | | | | | | | | |
| Ongoing funding in the form of loans, advances and equity investments in wholly-owned subsidiaries. | Director, Treasury | | | Corporate Treasurer | | | | | | | |
| Ongoing funding in the form of loans, advances and equity investments in less than 100% owned affiliates (including Joint Ventures), or non-affiliates. (Note 2) | Director, Treasury | | | Corporate Treasurer | | | | | | | |
| All transactions involving the sale and leaseback of existing assets, mortgaging of assets, synthetic leasing arrangements, pledges, and other liens | CFO | | | CFO | | | BOD | | CEO | | |
| Any Parental or Financial guarantees | Corporate Treasurer | | | CFO | | | | | | | |
| Wholly-Owned Subsidiaries | Corporate Treasurer | | | | | | | | | | |

Schedule of Authorizations

Last Annual Review: 08/21/2013
 Last Updated: March 8, 2011

EXHIBIT A

| TREASURY | APPROVAL LIMIT IN US DOLLARS | | | | | | | | | | |
|---|--|----------|-----------|-----------|-----------|--------------------------|------------|------------|------------|-----------|---------------------|
| | UP TO 1M | UP TO 5M | UP TO 10M | UP TO 15M | UP TO 30M | UP TO 50M | UP TO 100M | UP TO 150M | UP TO 200M | OVER 200M | |
| Joint Ventures | CFO | | | | | | | | | | CEO |
| Comfort Letters | Corporate Treasurer | | | | | | | | | | |
| Interest Rate Exposure Management based on principal or notional amount under a single transaction | Corporate Treasurer | | | | | CFO | | | | | BOD |
| Standby Letters of Credit and Surety (Note 5) | Senior Manager, Treasury | | | | | Corporate Treasurer | | | | | CFO |
| Letters of Credit | Director, Treasury or Senior Manager, Treasury | | | | | Corporate Treasurer | | | | | CFO |
| Authorize and arrange for blanket fidelity bonds covering officers, agents, and employees | Corporate Treasurer | | | | | | | | | | |
| Appoint or terminate banks or other financial institutions as depositories of Company funds (or for other purposes necessary to effect the proper functioning of the Company's financial responsibilities) (Note 4) | Manager, Treasury | | | | | Senior Manager, Treasury | | | | | Corporate Treasurer |
| Authorize temporary investment of surplus Company funds in accordance with investment policy approved by the Board of Directors. Refer to Treasury Web site for further information: http://bit.ly/Global-Finance/treasury/default.aspx | Manager, Treasury | | | | | Senior Manager, Treasury | | | | | Corporate Treasurer |

Schedule of Authorizations

Last Annual Review: 08/21/2013
 Last Updated: March 8, 2011

EXHIBIT A

| TREASURY | APPROVAL LIMIT IN US DOLLARS | | | | | | | | | | | OVER | Corporate Treasurer |
|---|--|----------|-----------|-----------|-----------|-----------|------------|------------|------------|------------|--|------------------------------|---------------------|
| | UP TO 1M | UP TO 5M | UP TO 10M | UP TO 15M | UP TO 30M | UP TO 50M | UP TO 100M | UP TO 150M | UP TO 200M | UP TO 200M | | | |
| Borrow from banks and other financial institutions within maximum amount and maturity approved by the Board of Directors, and repay such loans, promissory notes, commercial paper, etc., as appropriate | Senior Manager, Treasury | | | | | | | | | | | Director, Treasury | Corporate Treasurer |
| Make dividend payments authorized by the Board of Directors | Corporate Treasurer | | | | | | | | | | | | |
| Foreign Exchange Transactions based on principal or notional amount in a single transaction. Refer to Treasury Web site for further information: http://fztlp/Global-Finance/treasury/default.aspx | Senior Manager, Treasury (Note 6) | | | | | | | | | | | Corporate Treasurer (Note 7) | |
| Extension of credit to customers and customer payment terms | Refer to Avaya's Credit Policy (Updated July 23, 2008) for the required approvals http://sharepoint.avaya.com/Global-Finance/treasury/CreditOrg/Policies%20and%20Procedures/Forms/AllItems.aspx?RootFolder=%2FGlobal%2dFinance%2ftreasury%2fCreditOrg%2fPolicies%20and%20Procedures%2fPolicies&View=%7b763D2EA8%2d28FD%2d4035%2d4735%2d233E003736 | | | | | | | | | | | | |
| Loans or advances to customers, supplier or others, OR guarantees of borrowings or other indebtedness of customers, suppliers or others to third parties | CFO | | | | | | | | | | | | |
| All financing related to the sale of Real Estate | Corporate Treasurer | | | | | CFO | | | | | | | |

Schedule of Authorizations

Last Annual Review: 08/21/2013
 Last Updated: March 8, 2011

EXHIBIT A

| TREASURY | APPROVAL LIMIT IN US DOLLARS | | | | | | | | | | | |
|----------|------------------------------|-------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|--------------|--|
| | UP TO 1M | UP TO 5M | UP TO 10M | UP TO 15M | UP TO 30M | UP TO 50M | UP TO 100M | UP TO 150M | UP TO 200M | UP TO 200M | OVER 200M | |
| | | | | | | | | | | | | |

NOTE 1: To the extent that the financial instruments in question are debt or equity securities in unaffiliated businesses (including, but not limited to, joint ventures), then this SOA does not apply and the Corporate Matters SOA applies.

NOTE 2: Request for Corporate Treasury approval of such transactions must originate from a VP and/or Senior Leadership at the beginning of the process. The amount must be within the amount of investment by the Board of Directors (BOD) or applicable Officer.

NOTE 3: Basket A - [Countries that are members of the Organization for Economic Co-operation and Development (OECD)]. Member countries: Australia, Austria, Belgium, Canada, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom.

Basket B - [Countries that are not a member of the OECD]. See above for a list of OECD countries.

NOTE 4: The following items are also covered under this authorization:

- Transfer of funds by electronic or telephonic methods - only the Corporate Treasurer or Assistant Treasurer may sign checks. The Corporate Treasurer may temporarily authorize members of treasury to carry out electronic transfers in excess of their above noted authority in order to effect the proper functioning of the Company's financial responsibilities.
- Enter into escrow agreements with banks and other financial institutions;
- Enter into agreements with banks or other financial institutions for cash management services
- Establish depositories in which securities are kept for safekeeping purposes

NOTE 5: Issued only for activities performed for Avaya or its wholly-owned subsidiaries relating to a bid, proposal, or sales contract.

NOTE 6: For a single foreign exchange transaction to hedge intercompany and external financing arrangements, the limit is \$150 million. For all other foreign exchange hedges, the single transaction is \$75 million.

NOTE 7: As per the Board Resolution dated September 13, 2000, the Corporate Treasurer has authority up to \$500 million for any single transaction.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

| | | |
|------------------------------|---|-------------------------|
| In re: |) | |
| |) | Chapter 11 |
| AVAYA, INC., <i>et al.</i> , |) | |
| Debtors. |) | Case No. 23-90088 (DRJ) |
| |) | |
| |) | Jointly Administered |
| |) | |

CERTIFICATE OF SERVICE

I, John D. Demmy, hereby certify that on March 2, 2023, a copy of the *Limited Objection of Element Fleet Corporation to Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Post-Petition Financing Secured By Senior Liens, (II) the Debtors to Use Cash Collateral, (III) Granting Adequate Protection, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* was served through the Court’s CM/ECF system upon all registered electronic filers appearing in this case and I caused a copy of the document to be served via Electronic Mail on the parties on the attached service list.

SAUL EWING LLP

By: /s/ John D. Demmy
John D. Demmy (DE Bar No. 2802)
1201 North Market St., Suite 2300
P.O. Box 1266
Wilmington, DE 19899
(302) 421-6848

Dated: March 2, 2023

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