January 23, 2018
Lexington-Fayette Urban County Government 200 E. Main Street Lexington, KY, 40507
STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT No.: 5430211303106399USA1 (CUSTOMER PURCHASE ORDER NO)
Thank you for selecting HP Financial Services Company (HPFS) to provide financing for your technology acquisition. As per the request o your HPFS representative, we have prepared the following the lease documents for review and execution by and appropriate authorized officers execute (or initial) where indicated by the red arrows.
Then mail originals too: HP Financial, 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922.
 State and Local Government Single Schedule Lease Purchase Agreement The Lease Agreement contains the terms and conditions of the lease arrangement between the Customer and HPFS. Attachment A (Amortization Schedule) This document details the amortization of the payments. Form 8038-GC The Customer must complete this form in order to comply with notice information requirements under Internal Revenue Code for tax-exempt transaction. Acceptance Certificate[should be signed only after the you have RECEIVED the equipment] This document confirms that the Customer has received the Equipment, is satisfied with it and is ready to begin the Lease and star making payments. Exhibit A - Equipment Listing (Refer to CDW-G Quote # JMSS034 Attached) This document is the detailed description of the leased equipment to be attached to and incorporated into the Equipment Schedule as Exhibit A. Billing Information Form - This form should be completed by the Customer to ensure efficient delivery and payment of invoices. Federal Tax ID Number (FEIN): Copy of Sales and Use Tax Exempt Certificate
Should you have any questions or comments regarding the enclosed documents or the procedure outlined above, please do not hesitate to contact me at michal.szmigiel@hpe.com
Thank you,
Michal Szmigiel
Michal Szmigiel Customer Operations Specialist HP Financial Services Michal.szmigiel@hpe.com

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean the Lessor, Hewlett-Packard Financial Services Company. Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

CUSTOMER INFORMATION	Lessee Name				Tax ID#	
INFORMATION	Lexington-Fayette Urban Co Billing Street Address/City/ 200 E. Main Street, Lexington		Ph	Lease # 5430211303106399USA1		
		Address/City/County/State/Zip on, KY, 40507, UNITED STAT		one No.	Schedule # 5430211303	106399USA1
SUPPLIER INFORMATION	Supplier Name ("Supplier") CDW-G			Phone No.	Fax No.	
	Street Address/City/State/Zi 200 N. Milwaukee Avenue,			Contact Name:		
EQUIPMENT DESCRIPTION	Quantity	CDW-	Make/Model G Quote # JMSS034 Attached		Price	Each/Extension
TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months) 36	Lease Payment \$665.27	Documentation Fee	Payment Timing (Che ☑ Advance ☐ Arrears	ck one)	Plus Applicable Taxes and Insurance
	Additional Provisions N/A		Total Cash Price \$7,535.55 Annual Rate of Interest 4.27%	Payment Frequency (Ch Monthly Quarterly Semi Annua Annually Other Latest Commencement 4/30/2018	I	

PARTI

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

- 1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT between you and us in connection with the Equipment and MERGES ANY OTHER UNDERSTANDING. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. This lease can be neither canceled nor modified except by a written agreement signed by both parties.
- 2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) you have selected the equipment and specifications, and the equipment will meet your needs; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments

PART II

shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includible in gross income for federal income tax purposes; (e) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES; (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own,

use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

- 3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS. WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 4. PAYMENTS, You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF). AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances, Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY. Without our prior written consent, any payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.
- 5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your

obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

- 6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.
- 7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such fillings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option financing statements and/or fixture fillings without your signature. If we request, you will execute such financing statements and/or fixture fillings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees.
- 8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.
- 9. SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. WE WILL NOT SELL, DISCOUNT, FACTOR, HYPOTHECATE OR OTHERWISE DISPOSE OF OUR INTEREST IN THE EQUIPMENT OR THIS LEASE.
- 10. OWNERSHIP AND TITLE, You will have title to the Equipment upon your acceptance of it; provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.
- 11. OPERATION AND TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment

is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

- 12. RISK OF LOSS AND INSURANCE. During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance
- 13. INDEMNITY. You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses, including any and all attorney's fees and legal expenses ("Claims") arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.
- 14. TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION. When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 3% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.
- 15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.05 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.
- 16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payment or any other amount due under this Lease within

10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty to us; (e) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated as a bankrupt, or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the state where the Equipment is located, and the proceeding is not dismissed within 60 days after filing.

- 17. REMEDIES. Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.
- 18. SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.
- 19. RELEASES. To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.
- 20. MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.
- 21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or

existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. You agree that we may

disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. UNTIL AND UNLESS LESSEE EXECUTES THIS SCHEDULE IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS SCHEDULE SHALL BE BINDING ON BOTH PARTIES HERETO.

LEX	XINGTON-FAYETTE URBAN COUNTY GOVERN	MENT HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
X		xhance L. hanceland
	Authorized Signature	Authorized Signature
		Donna L. Donovan, CDS, January 23, 2018
	Print Name & Title Da	e Print Name & Title Date
		CERTIFICATION
	I, the undersigned, DO HEREBY CERTIFY that I am a	duly elected or appointed and acting officer (or duly authorized designee of such officer) of LEXINGTON-
FAY	YETTE URBAN COUNTY GOVERNMENT (the "Custo	mer"), a political subdivision or agency or department of the State of Kentucky and that I have custody of
		above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of
		w his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the
	e and on behalf of the Customer; and that the signature of	
	IN WITNESS WHEREOF, I have hereto set my hands :	and affixed the seal of the Customer this day of, 20
		Certifier's Signature [To be executed by person other than individual executing above lease.]
		Print Name

Print Title

ATTACHMENT A

TO SCHEDULE TO STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT NUMBER: 5430211303106399USA1

The first payment of Rent will be due on the Acceptance Date and all payments will be due quarterly thereafter.

	Payment	Interest	Principal	Balance
0				\$7,535.55
1	\$665.27	\$0.00	\$665.27	\$6,870.28
2	\$665.27	\$73.32	\$591.95	\$6,278.33
3	\$665.27	\$67.00	\$598.27	\$5,680.06
4	\$665.27	\$60.62	\$604.65	\$5,075.41
5	\$665.27	\$54.16	\$611.11	\$4,464.30
6	\$665.27	\$47.64	\$617.63	\$3,846.67
7	\$665.27	\$41.05	\$624.22	\$3,222.45
8	\$665.27	\$34.39	\$630.88	\$2,591.57
9	\$665.27	\$27.66	\$637.61	\$1,953.96
10	\$665.27	\$20.85	\$644.42	\$1,309.54
11	\$665.27	\$13.98	\$651.29	\$658.25
12	\$665.27	\$7.02	\$658.25	\$0.00
Grand Totals	\$7,983.24	\$447.69	\$7,535.55	

Lessee Please Initial and date:	



Form **8038-GC**

(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part	10	Repo	orting Authority		Che	eck bo	x if A	mende	d Return ▶	
1 Is	suer's n	ame				2 Issu	uer's em	ployer ide	entification number (E	EIN)
			Jrban County Government							
3 N	umber a	and stree	t (or P.O. box if mail is not delivered	d to street address)					Room/suite	
200 E.	Main S	Street								
4 Cit	ty, town	, or post	office, state, and ZIP code			5 Rep	oort nur	nber (For	IRS Use Only)	
		Y, 4050								
6 Nai	me and t	title of off	icer or other employee of issuer or des	ignated contact person whom the IRS may call for more	e information	7 Tele	ephone n	umber of c	officer or legal represer	ntative
Lease	Purch		30211303106399USA1							
Part		Desc	ription of Obligations	Check one: a single issue or a	consolida	ated r	eturn			
8a	Issue	e price	of obligation(s) (see instruct	tions)				8a	7,535	55
b				date (consolidated). Enter date in mm	ı/dd/yyyy 1	forma	t (for			
- 2 -			1/01/2009) (see instructions							
9			the reported obligation(s) or							
a								9a	and the same of th	
b								9b		
С								9c		
d				. A constant with the second section of $\widehat{\mathbf{v}}$				9d		
е								9e		
f								9f		
g								9g		
h				ns)				9h		
i								9i		
j	Repre	esentin	g a loan from the proceeds of	f another tax-exempt obligation (for exam	ple, bond b	oank)		9j		
k		3 3 5						9k		
10				under section 265(b)(3)(B)(i)(III) (small iss					x >	· 🗀
11				ty in lieu of arbitrage rebate, check this	box (see ir	nstruc	tions)			•
12	Vend	lor's or	bank's name:							
13	Vend		bank's employer identificat							
Sign	atur	true,	correct, and complete. I further declare	ave examined this return and accompanying schedules e that I consent to the IRS's disclosure of the issuer's re	and statements eturn information	s, and to on, as ne	the bes	to proces	nowledge and belief, to state posterior to the posterior	they are erson(s)
and		that	have authorized above.							
_		A								
Con	sent		Signature of issuer's authorized re	presentative Date		Type or	nrint n	ame and	title	
		Print/T	ype preparer's name	Preparer's signature	Date	Type of	· T		PTIN	_
Paid			Nha h. ahana, a manna		-			eck f-employ	if	
Prep		Circo!-	name ▶			F	rm's Elf			
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See Where To File next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filling/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single taxexempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "drawdown loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a drawdown loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of taxexempt bonds that meets both of the following conditions:

- 1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
- 2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith

Part I-Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

- Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.
- Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. Sea Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- · Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see Where To File.

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

Schedule: 5430211303106399USA1

CUSTOMER: Lexington-Fayette Urban County Government	LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
Address 200 E. Main Street	Address 200 Connell Drive, Suite 5000
City/State/Zip	City/State/Zip
Lexington, KY, 40507	Berkeley Heights, NJ 07922
Attention:	Attention:

Capitalized terms which are not defined in this Certificate shall have the meanings given these terms in the Single Schedule State and Local Government Lease Purchase Agreement and Schedule (together, the "Lease") numbered above.

In compliance with the terms and conditions of the Lease, you agree and notify us that all of the Equipment listed in the Lease has been delivered and is fully installed; that you have inspected the Equipment and all testing you have deemed necessary has been performed by you, the manufacturer of the Equipment or the Supplier; and as of the date of this Certificate, the Equipment is fully operational for your purposes and you are fully satisfied with the Equipment and the Supplier who sold you the Equipment.

The insurance policies required by Section 12 of the Lease have been obtained and are in full force and effect, and the subject Equipment is located at the equipment location identified in the Lease.

By executing this Delivery and Acceptance Certificate the Customer agrees to the Lease commencement date and first payment due date as set forth below.

If the Lease Payments are due in advance, then the first Lease Payment shall be due on the Acceptance Date. If the Lease Payments are due in arrears, then the first Lease Payment shall be due at the end of the first Payment Frequency period as selected on the first page of the Lease.

Lexington-Fayette Urban County Government	
Customer	
X	
Customer's Authorized Signature	
Print Name and Title	
Acceptance Date	



NOTE: DO NOT SIGN AND RETURN THIS DOCUMENT UNTIL YOU HAVE RECEIVED ALL THE EQUIPMENT.

Scan and email to: michal.szmigiel@hpe.com

NO COVER SHEET IS NECESSARY

THEN MAIL THE ORIGINAL TO: 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

QUOTE CONFIRMATION



DEAR CATHRYN REED,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. <u>Click here</u> to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JMSS034	1/16/2018	LENOVO LEASE	172655	\$7,535.55

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Lenovo - DDR4 - 8 GB - SO-DIMM 260-pin	5	4393785	\$135.62	\$678.10	
Mfg. Part#: 4X70M60574					
UNSPSC: 32101602					
Contract: National IPA Technology Solutions (130733)					
Lenovo ThinkPad T570 - 15.6" - Core i7 6600U - 8 GB RAM - 256 GB SSD	5	4557224	\$1,371.49	\$6,857.45	
Mfg. Part#: 20JW0004US					
UNSPSC: 43211503					
Contract: National IPA Technology Solutions (130733)					

PURCHASER BILLING INFO	SUBTOTAL	\$7,535.55			
Billing Address:	SHIPPING	\$0.00			
LEXINGTON-FAYETTE URBAN GOVT DIVISION OF ACCOUNTING 200 E MAIN ST	GRAND TOTAL	\$7,535.55			
LEXINGTON, KY 40507-1310 Phone: (859) 258-3320					
Payment Terms: Request Terms	Please remit payments to:				
DELIVER TO					
Shipping Address: LEXINGTON-FAYETTE URBAN GOVT CATHRYN REED 200 E MAIN ST LEXINGTON, KY 40507-1310	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515				

Need A	ssistance?	CDW•G SALES CONTACT IN	FORMATION	
CDW Account Team - Sean and Don	i I	(877) 325-3701	1	seananddon@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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BILLING INFORMATION REQUEST FORM - INVOICING INSTRUCTIONS

Customer ID Number: 5430211303

Schedule Number: 5430211303106399USA1

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

BILL TO ADDRESS :(CUSTOMER LEGAL NAME): Lexington-Fayette Urban County	Government
Dept Name:	
Street: 200 E. Main Street	
City, State & Zip: Lexington, KY, 40507	
BILLING CONTACT:	
First, M.I. and Last Name:	_
Title:	
Phone Number:	
Fax Number:	
Email:	
PURCHASING CONTACT:	
First, M.I. and Last Name:	
Title:	
Phone Number:	
Fax Number:	
Email:	
PURCHASE ORDER NUMBER:	
Do your Invoices require PO numbers: YES NO	
FEDERAL TAX ID NUMBER:	
ARE YOU SALES/RENTAL TAX EXEMPT?	
YES (Please return a copy of your Sales and Use Tax Exempt Certificate with th	S Form). IF NOT, YOU WILL BE ACCESSED TAXES ACCORDINGLY
□ NO	
POINT OF CONTACT FOR SURVEYS (from time to time we survey our	VINTER SERVE VOLID
NEEDS ETC)	distollers to see HOW WE CAN BETTER SERVE TOOK
NEEDS ETC)	
First, M.I. and Last Name:	_
Title:	
Phone Number:	
Email:	
	and the first with board colf comics losse management
Customer Portal Administrator ** The HP Financial Services Customer	fortal is a free, web-based, self-service lease management
tool, that provides 24 hour access to your lease portfolio in real time. The H	
information into a centralized tool and allows an administrator to manage in	ernal user profiles.
Customer Portal Administrator First, M.I. and Last Name:	
	f individual who will control Portal access
Title:	
Phone Number:	
Email:	

Some available features on The HP Financial Services Customer Portal include:



- Authorize Cert, of Acceptance online
- Document Repository Single location for lease documents
- · Asset Detail at parent/child level



- · View Contract Information
- View Invoices
- Review End-of Lease Options
 - Accept End-of Lease Quotes



- · Asset Detail Reports
- Standard Reports
- Manage Custom Defined Data
 Online

There are 3 Levels of Access to the Portal and they are Administrator, Approver and General User Access. **Administrator** has complete control over who has access to the portal and their level of access. You can also perform the following tasks:

- View and update personal profile information
- Add and manage individual user profiles and grant user access in the USER ADMIN section
- Notify individuals via email of admin, signatory or user access privileges

Approver access allows a user to approve documents within the portal for example Lease Acceptance Certificates in addition to all the reporting capabilities

General User access allows the user to the reporting features and to view the features of the tools but they cannot grant access to other colleagues or approve any documents.

You will be granted access to the tool once you have identified who you would like to be the Administrator of your Customer Portal Account. Please let us know who you are designating and that person's contact information, name, phone # and email address

For more information about the Customer Portal, please take a look at the Brochure and the Site Tour for a brief demonstration of the Tool.

- Brochure
- Site Tour

We look forward to working with you as you explore the new Customer Portal and appreciate your business.

SI	GNA	TU	IRE	AND	DATE:	
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