

**Fayette County Coroner's Office
Phone System Support & Upgrade Options**

rev. 3/24/2020

Current	Annual Expense	Option 1: Replace server, migrate to Connect sw, capture dialtone saving, shift term to fiscal year	Option 2: Maintain existing server & sw, capture dialtone savings, shift term to fiscal year
Dialtone - QX.net PRI (\$ 549/month)	\$ 6,588.00	\$4,788.00	\$4,788.00
UnifiedCare Comprehensive Support	\$ 1,778.03	\$2,192.47	\$2,192.47
Connect System Migration	n/a	\$1,367.01	n/a
Total:	\$ 8,366.03	\$8,347.48	\$6,980.47
		saves \$18/yr	saves \$1,385/yr

Payment Schedule System & Support (billed thru NEC)

Payment 1 (Feb 2020-June 2020)	\$1,743.37	\$1,600.00
Payment 2 (July 2020-June 2021)	\$3,559.48	\$2,192.47
Payment 3 (July 2020-June 2022)	\$3,559.48	\$2,192.47
Payment 4 (July 2020-June 2023)	\$3,559.48	\$2,192.47
Payment 5 (July 2020-June 2024)	\$3,559.48	\$2,192.47
Payment 6 (July 2020-June 2025)	\$3,559.48	\$2,192.47



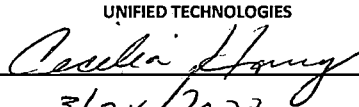
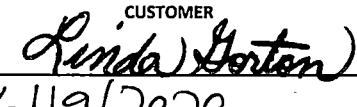


LOUISVILLE OFFICE
 11500 Blankenbaker Access Dr
 Louisville, KY 40299
 502-459-9141 Phone
 502-459-9143 Fax

LEXINGTON OFFICE
 2301 Maggard Dr., Suite 125
 Lexington, KY. 40511
 859-219-1203 Phone
 859-219-1227 Fax

Purchase Agreement - Lease

TO: Fayette Lexington Coroners Office
 247 East 2nd Street
 Lexington, KY 40507

DATE: March 16, 2020

DESCRIPTION			
PURCHASER AGREES TO BUY, AND UNIFIED TECHNOLOGIES AGREES TO SELL THE FOLLOWING TELECOMMUNICATIONS SYSTEMS OR EQUIPMENT WHICH ARE SUBJECT TO TERMS AND CONDITIONS OF SALE HEREIN SPECIFIED			
Mitel Connect IP Communications Solution			
Mitel Connect Migration Includes:			
Replace existing HQ Server with Mitel UC30 Application Server Connect Client Training - 18 Basic User in 1 Classes. Max 20 users Per Class Includes upgrade, next day follow-up. Remote Office training will be conducted remotely. IP Address changes for servers/appliances/phones, if required, will be billed on a Time & Material basis.			
-Includes Support Renewal			
<u>Warranty/Support:</u>		5 Year UnifiedCare Comprehensive (thru June 30, 2025) see UnifiedCare agreement for detailed coverages	
Lease Agreement		Payment Schedule (please provide tax exempt certificate)	
Lease Type - Municipal, NEC Financial	\$180 - \$0 Down	Payment 1 (Feb-June 2020)	\$ 1,743.37
Lease Term	65 months	Payment 2 (July 2020-June2021)	\$ 3,559.48
		Payment 3 (July 2020-June2022)	\$ 3,559.48
		Payment 4 (July 2020-June2023)	\$ 3,559.48
		Payment 5 (July 2020-June2024)	\$ 3,559.48
UNIFIED TECHNOLOGIES		CUSTOMER	
BY: <u>Cecilia Hany</u>		BY: <u>Rinda Gorton</u>	
DATE: <u>3/24/2020</u>		DATE: <u>6/19/2020</u>	
Contract Assumptions & Inclusions			
Purchase price includes complete Installation, Programming, Testing, Training, and Follow Up •Existing CATS (or greater) data cable will be reused; if new or additional cabling is required, it will be at an additional cost •Dmarc extension is not included; if a dmarc extension is required, it will be at an additional cost •Unless otherwise specified, customer to provide PoE switches, routers and internal DNS server •Customer-provided equipment not included under UnifiedCare program •Any servers, PoE switches, and/or routers provided by Unified Technologies will be covered under standard manufacturer warranty •Customer will be responsible for purchasing and maintaining SSL Certificates •Customer is responsible for providing an authenticated email account or SMTP relay for system email messaging. •Customer to program all switches and routers •If connecting multiple locations, customer will ensure QOS will be implemented across all WAN connections • VoIP over the Public Internet has no voice quality guarantee this includes VPN connections and remote IP Phones connecting to a Border or Edge Gateway •Customer is responsible for any network configuration related to Remote IP Phones •Customer will provide available rack space for all new equipment •Unified Technologies will load 5 Desktop clients at each location onto customer provided PC's; Customer responsible for remaining clients •Contract is valid for 30 days from contract date •Credit Card Fees of 3% will be applied to orders over \$3,000			
Rev020320DS		THANK YOU FOR YOUR BUSINESS!	



Terms and Conditions

Acceptance- Acceptance of this agreement by Unified Technologies, LLC is contingent upon (1) a satisfactory credit report on purchaser and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from Unified Technologies, LLC's standard prices. Unless advised to the contrary within fifteen days, purchaser may consider this agreement to have been accepted by Unified Technologies, LLC as written. If pricing changes occur for any reason, customer has 15 days to review and approve or void the contract.

Title- Title shall not pass to purchaser until the net amount (including all taxes) has been paid.

Payment- Purchaser agrees to pay the net amount set forth as described on the agreement.

Risk of Loss- Purchaser assumes risk of loss or damage once delivery of the equipment has been accepted by customer.

Warranty: Remedy- Unified Technologies, LLC warrants that the equipment listed on the Schedule A will be covered as detailed in the UnifiedCare agreement. Term of coverage is listed on the Schedule A. Commencement is either upon installation of the equipment or three months after its delivery, whichever occurs first. The standard warranty/remedy will apply unless the special warranty/remedy applies. Terms and conditions contained in this entire "Warranty: Remedy" section shall be for the benefit of purchaser only. Warranty does not include equipment, labor, or services for repair, replacement or maintenance resulting from damage caused by fire, lightning, exposure to excessive moisture, abuse, misuse, or any other cause not due to inherent defects or faulty workmanship. Unified Technologies, LLC shall not be held liable for special, indirect, incidental or consequential damages of any nature (including, without limitations, loss or damage resulting from interruption or failure in operation of the equipment) with respect to the equipment sold or delivered or any services rendered hereunder.

Standard Warranty/Remedy- Unified Technologies, LLC warrants the equipment to be free from defects in material and workmanship upon delivery. In the event of Unified Technologies, LLC's breach of any warranty, Purchaser's exclusive remedy shall be that Unified Technologies, LLC will repair or replace broken or defective parts with new parts and warranty of good title, and make necessary equipment adjustments during the warranty period as detailed in the Schedule A.

Special Warranty/Remedy- The Warranty/Remedy applies when one of the following exist:

- Safety hazards exist at the location of the equipment or are present as a result of attachments or attachment of the equipment to a larger machine or system.
- Unified Technologies, LLC service representatives are required to disconnect equipment from another product not distributed by Unified Technologies, LLC to properly service it and its disconnection and subsequent reconnection (excluding actual repair time) cannot both be accomplished by Unified Technologies, LLC, without additional training or within a half hour.
- In the foregoing circumstances, Unified Technologies, LLC warrants the equipment to be free from defects in material upon delivery. In the event of Unified Technologies, LLC's breach of any warranty, purchaser's exclusive remedy shall be that Unified Technologies, LLC will furnish, on an exchange basis, replacements for defective parts with new parts and warranty of good title, that are returned to Unified Technologies, LLC during the warranty period as detailed in the Schedule A.

Purchase/Trade In Credit- Unified Technologies, LLC agrees to repurchase any or all equipment specifically itemized on the Schedule A herein toward the purchase of a new system distributed by Unified Technologies, LLC at their current price. This agreement applies only to major items or apparatus and central switching, and specifically excludes all cable, labor, connecting blocks, and miscellaneous hardware.

Obsolescence/Trade in/Repurchase- Items will be repurchased at the rate of agreement price less 20% depreciation the 1st year and 10% depreciation each year thereafter and less normal Unified Technologies, LLC restocking charges. **Warranty Limitations-** No warranty/remedy applies when:

- Attachments not distributed by Unified Technologies, LLC, which impair normal operating function have been added to the equipment furnished by Unified Technologies, LLC hereunder.
- When the equipment sold hereunder has been misused or through negligence of the owner or other persons has been damaged.
- In the event of either of the foregoing, Unified Technologies, LLC will repair or replace equipment so damaged at the expense of the Purchaser. NO OTHER EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OF FITNESS, SHALL APPLY TO THE EQUIPMENT.

Taxes- There shall be added to the purchase price amounts equal to any taxes, however designated, levied or based on such price on this agreement of the equipment including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Unified Technologies, LLC in respect of the foregoing, exclusive however, of taxes of net income.

Default- If purchaser defaults hereunder or if a Petition in Bankruptcy is filed by or against the purchaser; Unified Technologies, LLC, in addition to other remedies, may repossess the equipment without notice; and Purchaser agrees to pay Unified Technologies, LLC's cost and expenses of collection and/or repossession, including the maximum attorney's fee permitted by law; said fee not to exceed 25% of the amount due hereunder. Notwithstanding the above, in the event purchaser attempts to cancel after the agreement is signed, but before any installation has begun, Unified Technologies, LLC, may in its sole discretion charge a restocking fee of up to 15% of the total amount set forth in the agreement as liquidated damages for breach.

General- Unified Technologies, LLC shall not be liable for incidental or consequential damages. This agreement constitutes the entire contract between the purchaser and Unified Technologies, LLC with respect to the equipment including any parts or equipment furnished as a replacement, and no representation or statement not expressed herein shall be binding on Unified Technologies, LLC. The foregoing terms and conditions prevail notwithstanding any variance with the terms and conditions or any order submitted. Any deviations or changes to the above terms and conditions must be approved by Purchaser and Unified Technologies, LLC in writing prior to commencement of work.

Customer Initials 



UnifiedCare – Comprehensive

Your communications system is the lifeline of your organization, connecting you to your customers. Unified Technologies recognizes the critical importance of keeping your systems running and we are ready to support you 24 hours a day, 7 days a week, 365 days a year. The UnifiedCare – Comprehensive Program combines manufacture support and warranties while providing customers with an all-inclusive support program backed by your Unified Technologies support team.

This program is for the customer that wants the ability to make minor changes in their system if desired, without the responsibility of maintaining or troubleshooting when issues arise. In essence, the program is a 100% outsource program for all of your telephony needs including technical support, hardware replacement, software upgrades, carrier services, ongoing training, associated labor, and much more.

UnifiedCare – Comprehensive Detailed Coverage

- **24-7-365 Tech Support** - Technical support center is available for your account through the technical service staff of Unified Technologies.
- **(A)(D) Break/fix labor** - All remote and local onsite break/fix labor is included on Unified Technologies' provided equipment.
- **(A)(B) Remote changes to existing system** - During regular business hours, all remote labor associated with minor changes to existing system configuration included.
- **Proactive diagnostics** - Customer staff can receive instant email notification of any and all major system alarms.
- **Hardware warranty with immediate replacement** - If a defective item is discovered, we will replace your hardware immediately with the Unified Technologies' inventory.
- **Software upgrades** - Software releases are free of charge. Unified Technologies is not responsible for hardware upgrades required as a result of software upgrades.
- **(C) 2 hour guaranteed emergency response time** - If you call us during or after regular business hours with an emergency, we will refund 25% of original system price to you in the event we fail to meet the 2 hour guarantee.
- **24 hour guaranteed non-emergency response time** - For non-emergencies, we will refund one month of UnifiedCare-Comprehensive support back to you in the event we fail to meet the 24 hour guarantee (1 business day).
- **5 day guaranteed response time** - If you call and request a billable service and we fail to meet the 5 day response time, you will receive a refund of 10% of the total of the services requested.
- **Unlimited training** - Anytime during this program, administration, end-user, and contact center training is unlimited and at no additional cost.
- **Documentation** - All technical documentation is available to you at no additional cost.
- **Carrier services** - We will act on your behalf and handle all coordination and diagnostics of your carrier services. Also included is our consultative services for auditing bills and determining best configuration of your carrier services.
- **(D) No charge service calls** - You will not be charged for a service call where no trouble is found or is determined to be a network/carrier issue.
- **(D) Diagnosing inside wiring/infrastructure** - If needed, we will diagnose and recommend solutions to your facility infrastructure issues.
- **Obsolescence Guarantee** - 5 years of guaranteed trade in value protection is included.

^(A) Any labor associated with Customer Provided or 3rd Party hardware/software (not provided by Unified Technologies) is not included. Any labor associated with any data equipment (including data equipment provided by Unified Technologies) is not included.

^(B) A remote minor change is considered any Moves, Adds, or Changes to the system that are completed under 1 hour.

^(C) Unified Technologies constitutes an emergency as the Operator or Contact Center cannot receive incoming calls, no extensions can call out or to other extensions, Auto Attendant or Voicemail is inoperable. Inclement weather and Acts of God are not included.

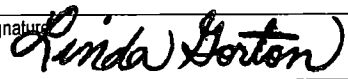
^(D) Onsite labor is not included for locations outside the Unified Technologies' footprint (60 miles from nearest office).

Customer Initials

LG

LESSEE (LEGAL NAME AND ADDRESS) LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DBA: FAYETTE COUNTY CORONER'S OFFICE 247 EAST 2ND STREET, LEXINGTON, KY 40507 CONTACT: PHONE: 8592525691		SUPPLIER INFORMATION UNIFIED TECHNOLOGIES LLC 11500 BLANKENBAKER ACCESS DR LOUISVILLE, KY 40299 CONTACT: JANE DAVIS PHONE:	
EQUIPMENT: MITEL CONNECT MIGRATION		EQUIPMENT LOCATION: 247 EAST 2ND STREET LEXINGTON, KY 40507	
PAYMENT SCHEDULE	LEASE TERM (IN MONTHS) 65	AMOUNT OF EACH PAYMENT "RENTALS" Payment 1: \$1,743.37 Payment 2: \$3,559.48 on July 1 2020 Payment 3: \$3,559.48 on July 1 2021 Payment 4: \$3,559.48 on July 1 2022 Payment 5: \$3,559.48 on July 1 2023 Payment 6: \$3,559.48 on July 1 2024, Plus sales tax if applicable	PAYMENT FREQUENCY <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER
	ADVANCE RENTAL Make Check Payable to NEC Financial Services, LLC First rental <u>\$1,743.37</u>		PURCHASE OPTION (\$, %, FMV, SECURITY DEPOSIT) <u>\$1.00 OPTION</u>
ADDITIONAL PROVISIONS:			

ALL EQUIPMENT IS LEASED FOR COMMERCIAL PURPOSES ONLY AND NOT FOR ANY PERSONAL, HOUSEHOLD OR FAMILY USE. In this agreement the words "We," "Our" and "Us" refer to the Lessor and the words "You" and "Your" refer to the Lessee. You agree to lease the equipment described above and on any schedule to this agreement, together with all accessories, additions, attachments and replacements therefore ("Equipment") and You irrevocably agree to the terms, provisions and conditions of this agreement as stated herein (collectively the "Lease"). **Advance Funding:** By Your execution of this Lease, You hereby request that We pay one hundred percent (100%) of the amount of Your Vendor's invoice(s) provided to Us for the projected cost of the Equipment and the related charges, plus applicable taxes, (collectively, the "Advance Funding Amount") to Your Vendor or other party as designated by Your Vendor, even though the Equipment has not yet been delivered and/or accepted by You. We acknowledge that You represent to Us that Your agreement with Your Vendor requires Your Vendor to deliver and install the Equipment within a certain amount of time after We pay the Advance Funding Amount, and based upon Your agreement with Your Vendor You hereby direct Us to pay the Advance Funding Amount on Your behalf to Your Vendor or other party as designated by Your Vendor. The Lease will commence on the date ("Commencement Date") We paid the Advance Funding Amount and We have accepted this Lease. In return for Our payment of the Advance Funding Amount and notwithstanding that Equipment has not been delivered or accepted by You, You irrevocably agree to timely pay the following amounts (collectively, the "Advance Funding Period Payments"): the first four (4) consecutive monthly Rentals (the "Advance Funding Period Rentals") stated above; Interim Rent, as defined below; applicable late charges; and pay to Us the Advance Rental and Security Deposit as stated above together with the first monthly Rental payment. If the Equipment and its delivery, for any reason, have not been unconditionally accepted by You within the first one hundred twenty (120) consecutive days immediately after the Commencement Date (the "Advance Funding Period") or If You fail to pay Us any of the Advance Funding Period Payments when due, You will then pay to Us upon Our demand the sum of: (a) the Advance Funding Amount, plus (b) interest on the Advance Funding Amount in an amount equal to one percent (1%) per month from the date We paid the Advance Funding Amount to Your Vendor, plus (c) applicable late charges, minus (d) a credit equal to the sum of the Advance Funding Period Payments actually paid by You to Us, and that Your agreement and promise to pay this stated sum is irrevocable, non-cancelable, absolute, unconditional, and not subject to any defense, abatement, setoff or counterclaim, termination, modification, repudiation, excuse or substitution. Together with the first monthly Rental, You shall pay Us interim rent ("Interim Rent") equal to the product of 1/30th of the monthly Rental Payment multiplied by the number of days between the date We paid the Advance Funding Amount and the due date of the first monthly Rental Payment. You agree that any issues You may have concerning delivery, installation, implementation, and the quality or fitness of the Equipment and any related services will be resolved exclusively between You and Your Vendor. Our willingness to pay the Advance Funding Amount is expressly conditioned upon Your agreement to the Lease, and You acknowledge that We are relying upon Your agreements and promises stated herein, which You warrant to Us are fully enforceable, and agree that Our reliance on Your agreements and promises are reasonable. **Additional Lease Terms:** You unconditionally and irrevocably agree to pay the Rentals to Us monthly, in advance, in accordance with the payment schedule above and as provided for in the Lease. We may adjust Your Rentals by up to 20% if Our acquisition costs are different than the amount We used to calculate the Rentals above; and You authorize Us to correct or insert any missing information on this Lease. You are responsible for delivery and installation of the Equipment. In addition to Your obligation to pay the Advance Funding Period Payments, You irrevocably agree to pay all other and additional Rentals scheduled above after You accept the Equipment. You unconditionally and irrevocably accept the Equipment unless You notify Us in writing within five (5) days after the Equipment's delivery specifying the reason for Your non-acceptance. You agree to provide a signed Equipment delivery and acceptance certificate to Us, if We require and request one. **YOU AGREE TO LEASE THE EQUIPMENT "AS IS" AND THAT WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU WAIVE ANY CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE RELATING TO THE EQUIPMENT. YOU AGREE THAT YOU HAVE SELECTED THE EQUIPMENT USING YOUR BEST JUDGMENT AND NOT BASED ON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU UNDERSTAND AND AGREE THAT NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY AGENT OF THE SUPPLIER IS AUTHORIZED TO CHANGE OR RELEASE ANY TERM OR CONDITION OF THIS LEASE AND NO STATEMENT BY THE SUPPLIER OR ITS AGENTS WILL AFFECT YOUR DUTY TO PERFORM YOUR OBLIGATIONS AS SET FORTH IN THIS LEASE.** You agree to pay Rentals to Us when due regardless of any claim(s) You may have against the manufacturer or Supplier. We transfer to You for the term of this Lease any transferable warranties made by the manufacturer or the Supplier. **YOUR OBLIGATION TO PAY THE RENTALS, AND OTHER SUMS AND ALL YOUR OTHER OBLIGATIONS STATED IN THE LEASE ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY DEFENSE, ABATEMENT, SETOFF, OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.**

LESSEE	
Legal Name of Business	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DBA: FAYETTE COUNTY CORONER'S OFFICE
Lessee Authorized Signature	
<input checked="" type="checkbox"/>	
Lessee Printed Title	
Signer represents they are authorized to execute this Lease Agreement.	
Accepted by NEC FINANCIAL SERVICES, LLC (Lessor)	

You agree that the terms and conditions contained within the Lease are the entire agreement between You and Us. Any agreement to change or terminate this Lease is not effective or valid, unless it is in writing and signed by Us. Any delay or failure to enforce Our rights under this Lease does not prevent Our later enforcement. All of Our rights and indemnities will survive termination of this Lease. You grant Us a security interest in the Equipment to secure Your performance of Your obligations now or hereafter owing to Us and authorize Us to record financing statements to show Our Equipment interest. Except with respect to \$1.00 purchase option leases, We are the owner of and have title to the Equipment. To secure Your full payment and performance of all Your obligations due and owing to Us under this Lease or any other agreement or contract made with Us, whether now or hereafter existing, (each an Agreement, collectively, the "Agreements") You grant, transfer, assign to Us a security interest in the Equipment, and all accessories, attachments and accessions affixed to it and in all proceeds of the foregoing. You will pay, when due, all taxes, fines and penalties relating to the use or ownership of the Equipment. If any applicable taxes and fees are not included in the scheduled Rentals, We may include and invoice You for them and You agree to pay them. If We pay any taxes, fees or penalties for You, You will pay Us on demand the amount We paid plus an administrative fee (not to exceed 10% of the amount We paid). You agree to pay Us a documentation fee of \$175.00 to cover Our expense in processing this Lease and credit application. You must notify Us in writing of any change in Your name, state of organization, principal place of business or principal residence within 30 days after such change. Upon request You will provide Us with copies of Your current year-end and quarterly financial statements, prepared in accordance with generally accepted accounting principles. If any Rental or other amount due is not received by Us within ten (10) business days of its due date, You agree to pay Us a late charge of the greater of 10% of the amount which is late or \$25.00, but no more than the maximum amount allowable under applicable law. You also agree to pay Us fifteen dollars (\$15.00) for each returned check. You agree that a copy of this Lease and related documents with facsimile signatures may be treated as originals and be admissible as evidence. It is agreed by You and Us that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, You and We intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New Jersey State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Lease may be executed electronically through an electronic acceptance and acknowledgement in an electronic workspace designed for that purpose, which acceptance and acknowledgement shall have the same legal effect, validity and enforceability as signature affixed by hand. YOU AGREE THAT WE COUNTERSIGN AND ACCEPT THIS LEASE IN NEW JERSEY, AND IT WILL BE CONSTRUED AND ENFORCED ACCORDING TO THE LAWS OF KENTUCKY AND CONSENT TO JURISDICTION AND VENUE IN THE STATE OR FEDERAL COURTS OF KENTUCKY. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. You will keep and use the Equipment only at the location above and agree not to change the location without our prior written permission. You shall keep the Equipment in good working order and repair, with all work performed only by authorized providers, and protect the Equipment and continue to pay Rentals, notwithstanding any Equipment loss, damage, destruction or inoperability. We are not responsible for any losses or damages caused by the installation, use or possession of the Equipment, to the extent permissible at law, and without waiving any defenses available to it as to third parties, You agree to hold Us harmless and defend Us against any such claim. You shall notify Us in writing of Your intention to exercise the purchase option above or return the Equipment to Us; and this Lease will automatically renew for successive 60 day periods at the same monthly Rental until You exercise an option or provide Us such notice. If You exercise a Fair Market Value ("FMV") purchase option, You agree to purchase all of the Equipment for its fair market value considering the Equipment is in place and in use. If You elect to return the Equipment to Us, it must be returned to the location We designate in good working order and condition and agree to pay Us a restocking fee equal to one additional Rental payment or We will retain the Security Deposit, whichever is greater, to be applied towards storage and warehouse handling fees and/or to upgrade the Equipment for its remarketing, and You agree to pay all expenses incurred in returning the Equipment. Throughout the Lease term, You will maintain, at Your expense, property insurance for full replacement value of the Equipment and public liability insurance covering Us for all personal injury and/or third-party property damage claims relating to the Equipment, each naming Us as loss payee and additional insured. You will provide evidence of such insurance on demand; failing which, We may, at Our option, either buy such insurance for You and add the cost to Your obligations or charge You an administrative fee for administering such insurance. Our purchase of insurance on Your behalf shall not relieve You of any obligations or release You from any claims We may have against You. DEFAULT: If You fail to pay any amount when due under, or breach any of the terms of this Lease or any other Agreement, You will be in default ("Default") of this Lease, the Agreements, and any other agreement You may have with Our affiliates. If You Default after You have accepted the Equipment, then We may require You to do any one or more of the following: (1) immediately pay all past due amounts plus the present value of the remaining unpaid balance of the Lease discounted at 5% per annum, plus the residual value of the Equipment, if any; and/or (2) return all of the Equipment or allow Us to repossess it. In addition, We can use any and all remedies available to Us under the Uniform Commercial Code ("UCC") and/ or any other law. If We take possession of the Equipment, You agree to pay the cost of repossession. You agree to pay Us reasonable attorney's fees and costs associated with any enforcement action we may take in the event You Default, and We may, but need not, apply any security deposits to Your unpaid obligations. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer this Lease and/or Our rights in the Equipment without notice to You and Our assignee will have all of Our rights and benefits and will not be subject to any claim, defense or setoff that You may have against Us. If You or We are required to notify the other of any matter, the notice must be sent by certified first class mail, or by a courier service, to the address above. The address for notices may be changed by notice given in like manner. Notices sent by courier will be considered effective when received. Notices sent by first class mail will be effective on the third business day after deposit in the U.S. Mail. The Lease is deemed to have been jointly drafted by the parties to it, and in the event any part or term is declared illegal or otherwise unenforceable by a court, then each such part shall be deemed deleted and all remaining terms and parts shall remain in full force and effect. RIGHTS AND REMEDIES: You agree this Lease is a non-cancellable finance lease as defined in UCC Article 2A. You acknowledge We have not selected, manufactured, or supplied the Equipment, and before signing the Lease, You received a copy of the Equipment's supply contract. You hereby waive any and all rights and remedies granted to You by UCC sections 12A:2A-508 through 12A:2A-522.

LESSEE	
Legal Name of Business	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DBA: FAYETTE COUNTY CORONER'S OFFICE
Billing Address:	_____
City, State, Zip	_____
Lessee Authorized Signature	<input checked="" type="checkbox"/> 
Lessee Printed Title	_____
Signer represents they are authorized to execute this Lease Agreement.	
Accepted by NEC FINANCIAL SERVICES, LLC (Lessor)	