

Contract No: 20250036

TWG MANAGED SERVICES AGREEMENT

This Agreement is made on [BLANK DATE], by and between **Wave Group Enterprises, LLC.** ("PROVIDER") whose address is 9559 Center Ave., Suite P, Rancho Cucamonga, CA 91730 and **Lexington-Fayette Urban County Government, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes, with a mailing address of 200 E. Main St. Lexington KY, 40507** ("CUSTOMER")

- A. CUSTOMER acknowledges that PROVIDER will subcontract with and directly manage a third-party armored car provider to provide the services and obligations under this Agreement.
- B. Subject to the approval of the Urban County Council and annual appropriations of sufficient funds by the Urban County Council, CUSTOMER and its bank have or will enter into an agreement whereby CUSTOMER's bank will provide a provisional credit service to CUSTOMER.
- C. A contracted carrier approves the customer's bank providing such provisional credit services in conjunction with its services.

SECTION I: BASIC AGREEMENT

The Parties both agree as follows:

- (a) Service: PROVIDER agrees to render Services to CUSTOMER at the locations, prices, frequencies, and liability limits set forth on Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedules A and B, and any other riders and/or addenda attached to this Agreement (collectively, "**Agreement**").
- (b) Insurance: During the term of this Agreement, PROVIDER shall maintain the insurance in the amounts and types set forth in Section III hereof. CUSTOMER shall maintain insurance on the location where the Units are located to cover losses due to casualties, including, but not limited to, storms, fire, and other natural disasters, and criminal breaking in to the facility and or the Units. Customers shall maintain a security system on such facilities if the facility is not in operation 24 hours per day 7 days per week. The Unit must be bolted to a concrete slab floor with a security camera pointed at the Unit.
- (c) Maximum Liability: The Maximum Shipment Liability shall be as set forth on Schedule A.
- (d) Term: The term for Services under this Agreement (the "**Term**") shall begin on the Effective Date and shall end upon the completion of the term for the last Unit location(s) contained in Schedule A covered by this Agreement. The Term for each Unit location shall be at least five (5) years. Customer has the ability to cancel the Armored Car Services, for any reason, with 30 Days advance notice in writing. , this Agreement shall remain in effect so long as there is any Schedule A that is then in effect.

SECTION II. DEFINITIONS

- (a) "Bank" means the bank or other agent designated by CUSTOMER as the recipient of a Shipment.
- (b) "Holiday" means the days designated on Schedule A. Holiday Service will be provided at the prices set forth on Schedule A.
- (c) "Property" means currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities, and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law.
- (d) "Reconstruct", "Reconstructed" and "Reconstruction" mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

- (e) "Sealed" means closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted.
- (f) "Service" means to pick-up, receive from, and/or deliver to CUSTOMER or any designated agent, Sealed Shipments.
- (g) "Shipment" as used herein shall mean the total Property in Sealed containers received by PROVIDER at a single location from a single consignor for delivery to Bank at a single location designated by CUSTOMER.
- (h) "Unit" means a CUSTOMER leased or owned smart safe for which CUSTOMER receives Services.

SECTION III. INSURANCE

- (a) All Risk Insurance: PROVIDER agrees at all times during the life of this Agreement to maintain insurance with a responsible insurance company(ies) to cover the loss or destruction of Property handled, stored, or transported by PROVIDER, its agents, or employees, on behalf of CUSTOMER pursuant to this Agreement. PROVIDER agrees to furnish CUSTOMER with written evidence of compliance with this provision. It is understood and agreed that PROVIDER shall not be liable in any capacity for loss or harm to CUSTOMER's Property, or for damages directly and/or proximately flowing from loss or harm to CUSTOMER's Property while said Property is in the possession of PROVIDER, nor shall PROVIDER's insurance company be required to cover such damages, when same are caused by any of the following:
 - 1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats, or defends against an actual, impending, or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or by military naval or air forces, or by an agent of any government power, authority, or force;
 - 2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
 - 3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war; and
 - 4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.

SECTION IV. ARMORED CAR SERVICE

- (a) Non-deliverables: When delivery of a Shipment cannot be made for any reason, PROVIDER shall notify CUSTOMER and return the Shipment to CUSTOMER or to PROVIDER's vault for storage. Notification of such return shall be promptly given to the CUSTOMER..
- (b) Premise Time: CUSTOMER understands that time is of the essence to PROVIDER's business. Therefore, CUSTOMER agrees that PROVIDER's messenger shall not be required to be present for more than seven (7) minutes to make a pickup and/or delivery of Property ("Premise Time"). If said Premise Time exceeds the time stated herein, it is agreed that the messenger may leave and that such departure shall not be a breach of this Agreement. CUSTOMERS may call and request that a Service call be made by PROVIDER subsequent to such departure. By requesting the same, CUSTOMER agrees to pay for said

additional Service call at the rate set forth on Schedule A, such charges to be in addition to regular Service charges. If PROVIDER's messenger remains at CUSTOMER's location to complete the Service for a period of time that exceeds the Premise Time, CUSTOMER will be assessed an excess premise time fee, as set forth in Schedule A. The aforementioned notwithstanding, any such times are mere approximations or estimates and the CUSTOMER reserves the right to vary times for operational or security reasons. However, the CUSTOMER agrees to use reasonable efforts to accommodate premise times requested by PROVIDER and agreed to by CUSTOMER.

- (c) Maximum Shipment Liability: Except as provided in the Agreement or any Addenda, it is understood and agreed that PROVIDER and its insurance company will be liable for loss of or damage to CUSTOMER Property up to the agreed maximum amount for each Shipment as set forth in Schedule A ("Maximum Shipment Liability"). As the Service and liability obligations assumed by PROVIDER and the rates charged by PROVIDER are based, in part, upon the values of Shipments as declared herein by CUSTOMER, it is expressly agreed by CUSTOMER that the provisions of this Agreement dealing with Maximum Shipment Liability may not be waived or amended by any agent of PROVIDER, and that such waiver or amendment may be made only with the written consent of an officer of PROVIDER. PROVIDER will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless CUSTOMER has paid all excess liability charges to PROVIDER for all previous and current Shipments of Property with a value in excess of the Maximum Shipment Liability amount.
- (d) Delivery Times: In addition to the Force Majeure provisions set forth in the Agreement, it is also understood and agreed that PROVIDER is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice, or agreement. Any such times are mere approximations or estimates and the PROVIDER reserves the right to vary times for operational or security reasons. However, the PROVIDER agrees to use reasonable efforts to accommodate pickup and delivery times requested by CUSTOMER and agreed to by PROVIDER.
- (e) Authorized Messengers: PROVIDER agrees to furnish CUSTOMER the PROVIDER's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. CUSTOMERS may rely upon the Authorized Agent Card as evidence of authority of the messenger. PROVIDER assumes no liability for Property delivered to any employee or other person, except those who display an Authorized Agent Card and arrive in full uniform.
- (f) Cash Extraction: Promptly upon arrival, CUSTOMER shall enter CUSTOMER's PIN Code or other dual custody access device/means into the Units and PROVIDER's Authorized Messenger shall enter its key, token, combination, or dual custody access device/means which is necessary in combination for PROVIDER to open the Unit in dual custody of PROVIDER and CUSTOMER employee/representative and PROVIDER shall remove the cassette(s) in dual custody with CUSTOMER's employee/representative. The CUSTOMER employee/representative shall stay with the PROVIDER employee in dual custody until the Unit is closed. The PROVIDER employee shall place CUSTOMER's Property from the bill validator Unit in PROVIDER's specially color-coded bag properly using rubber bands. The CUSTOMER employee shall remove all envelope cash and checks from the drop area and put such into an envelope and place in the color-coded bag. Thereafter the CUSTOMER Employee shall seal the containers for items from the drop area and ensure that each securely Sealed container shall clearly and distinctly indicate the amount or stated value of the Property, name, and address of the consignor as well as the name and address of the consignee. CUSTOMERS' employee shall fill out the deposit receipt indicating the amount or stated value of the Property, name, and address of the consignor as well as the name and address of the consignee. PROVIDER's employee shall sign and take copies of the deposit receipt upon accepting physical custody of the Sealed containers. CUSTOMERS shall be responsible to purchase PROVIDER'S color-coded bags and keep amply supply for frequency of service by location listed in Schedule A.
- (g) Duration of Shipment Liability: PROVIDER's possession of CUSTOMER's Shipment begins only after an Authorized Messenger employed by PROVIDER signs a receipt and receives said Shipment into his/her physical custody. PROVIDER's possession of CUSTOMER's Property terminates when and as an agent or consignee designated by CUSTOMER receives physical custody (i.e. physical possession or control)

of the Shipment and signs a receipt or other written acknowledgement of receipt. It is understood and agreed that the PROVIDER's liability for the handling or protection of CUSTOMER's Property arises and exists solely and concurrently with PROVIDER's possession thereof, as set forth above.

SECTION V. CASH PROCESSING AND PROVISIONAL CREDIT SERVICE

PROVIDER will facilitate any provisional credit service CUSTOMER establishes with its bank provided the bank is approved with the carrier. Following pick-up of a Unit deposit, the PROVIDER shall verify the Property extracted from the Units. PROVIDER agrees to process and verify all CUSTOMER's cash deposits in accordance with the terms and conditions set forth below.

- (a) Deposit Verification: PROVIDER will receive Sealed containers from CUSTOMER. Upon delivery thereof to PROVIDER's vault, PROVIDER shall verify and prepare the deposits picked up by PROVIDER from CUSTOMER locations.
- (b) Cash Position and Provisional Credit Reporting: PROVIDER agrees to electronically provide information to CUSTOMER each business day for the deposits that were processed on the previous business day so that CUSTOMER can update its records. In the event the PROVIDER, CUSTOMER and CUSTOMER's bank agree to provisional credit terms, PROVIDER will work with customer's bank to provided information to facilitate provisional credit. CUSTOMER acknowledges and agrees that in connection with any provisional credit services, PROVIDER may access the Units remotely and may have access to data contained in Units.

Initial: _____

SECTION VIII. INVESTIGATION

The parties agree to fully cooperate with one another when an investigation is deemed necessary to determine responsibility and reach a mutually agreed resolution. PROVIDER and CUSTOMER agree to retain any bag, seal, tag, or strap of any Shipment in which a difference is found, and a written claim has been submitted by CUSTOMER until final resolution of the claim. PROVIDER shall not be responsible for any Property loss claim (1) less than \$100.00 per Shipment and (2) for which a letter of demand is submitted to PROVIDER more than ninety (90) days from the date the Service was performed, or the minimum notice requirement under the law of the jurisdiction where the Service took place. Any appeal of a claim decision must be made by CUSTOMER within fourteen (14) days of the date of the written decision. CUSTOMER agrees that any failure to meet such deadline will result in a waiver by CUSTOMER of any rights or remedies CUSTOMER may have with respect to such claim.

SECTION IX. HARDWARE AND SOFTWARE

CUSTOMERS agree to acquire and use the Units and the associated software during the Term of this Agreement. PROVIDER may require CUSTOMER to upgrade and/or replace the Units and/or software for any renewal Term. CUSTOMER shall acquire from PROVIDER the Units and software in accordance with the terms and conditions set forth in the equipment addendum attached hereto as Schedule B.

SECTION XI. CUSTOMER INDEMNITY

PROVIDER agrees to defend, indemnify, and hold harmless CUSTOMER from all claims, demands, actions, and causes of action for damage, negligence, or injury, including death, that are hereafter made or brought against CUSTOMER by any third party for the recovery of actual damages to the extent caused by reason of the negligence or willful misconduct of PROVIDER, its employees, or agents. PROVIDER shall have no defense or indemnification obligation to CUSTOMER to the extent such damage or injury is caused by the negligence or willful misconduct of CUSTOMER, its employee, or agents. In no case shall PROVIDER be liable for any exemplary, punitive, or consequential damages resulting from or related to the loss of Property. The PROVIDER's obligation with respect to any claim for damages with respect to any Property loss or damage shall not exceed the Maximum Shipment Liability amount.

SECTION XII. FORCE MAJEURE

PROVIDER shall not be in breach of this contract nor be liable in any capacity for damages, including, but not limited to, loss of interest, directly and/or proximately flowing from any delay in or failure to perform Services pursuant to the terms of this Agreement or any attached Addendum due to strikes, work stoppages, lockouts, epidemics, pestilence, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation or conveyance routes or other causes beyond PROVIDER's reasonable control.

SECTION XIII. PROVIDER LIABILITY

- (a) Claims: It is understood and agreed that under no circumstances shall PROVIDER and/or PROVIDER'S insurance company be liable or responsible for any claim for loss of or damages to CUSTOMER'S Property which is (1) less than \$100.00 per Shipment and/or (2) not submitted in writing in the form of a Letter of Demand ("LOD") to the PROVIDER within the greater of ninety (90) days after the date that said loss or damage purportedly occurred or the minimum notice requirement under the law of the jurisdiction where the Service took place. In the LOD, CUSTOMER agrees to furnish PROVIDER a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in form reasonably satisfactory to PROVIDER, which proof of loss shall be substantiated by the books, records and accounts of CUSTOMER and shall be subscribed and sworn to by CUSTOMER or its duly authorized officer. Failure of CUSTOMER to comply with the foregoing shall relieve and release PROVIDER of any liability to CUSTOMER with respect to such claimed loss or damage. Any appeal of a claim decision must be made by CUSTOMER within fourteen (14) days of the date of the written decision from the PROVIDER in writing detailing the reason the denial of the loss is inaccurate, including any supporting documentation. CUSTOMER agrees that any failure to meet such deadline will result in a waiver by CUSTOMER of any rights or remedies CUSTOMER may have with respect to such claim.
- (b) LIMITATION AND WAIVER OF LIABILITY: CUSTOMER EXPRESSLY AGREES TO THE WAIVER OF LIABILITY SET FORTH IN SCHEDULE C ATTACHED HERETO AND MADE A PART HEREOF. FURTHER, CUSTOMER UNDERSTANDS AND AGREES THAT, UNDER NO CIRCUMSTANCES OR THEORY OF LIABILITY, SHALL PROVIDER AND/OR PROVIDER'S INSURANCE COMPANY BE LIABLE FOR ANY LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES TO CUSTOMER OR ANY THIRD PARTY DIRECTLY OR ON BEHALF OF CUSTOMER RESULTING FROM OR OCCASIONED BY SERVICES PERFORMED BY PROVIDER HEREUNDER EXCEPT FOR AN OCCASION UPON WHICH PROVIDER WORKERS CAUSE PERSONAL INJURY OR PROPERTY DAMAGE WHILE UPON CUSTOMER PROPERTY

SECTION XV. TERMINATION

If either party materially breaches this Agreement or any Addendum hereto, and does not effect a cure within thirty (30) days after receiving written notice thereof from the other party, the non-breaching party may, upon its election and in addition to any other remedies that it may have, terminate this Agreement, provided that in the event the nature of the breach is such that it cannot be cured reasonably within said thirty (30) day period, so long as the breaching party commences such cure within a reasonable amount of time and diligently prosecutes such cure to completion, the non-breaching party shall have no right to terminate in accordance with the provisions herein. The termination of this Agreement for the Services will not have any effect on any Unit lease or payment obligation CUSTOMER may have with PROVIDER or any third party for the Units.

SECTION XVI. GENERAL

- (a) Payment for Services: CUSTOMER agrees to pay PROVIDER for the Services, the sum set forth on any Schedule A and any applicable addenda, plus all additional charges associated with special Service requests, as requested by CUSTOMER. Payment is due upon receipt from the date of any invoice. Prices quoted do not include sales, property, rental, or transportation related taxes charged by federal, state, or local taxing jurisdictions. Such taxes will be the responsibility of CUSTOMER.
- (b) Change in Service: Regardless of the practice, custom, and/or conduct of the parties, no change to the Service locations, times, prices, days of service, frequencies and/or liability limits requested by CUSTOMER shall be valid unless such change is approved in writing by an authorized representative of PROVIDER. To request a change in Service, including without limitation, Service suspension, CUSTOMER must submit a signed written request to PROVIDER's Change in Service Department using PROVIDER's form. Any change to Services and/or Service parameters, including, and without limitation, frequency changes, a change to Saturday and/or Sunday Service or suspension of Service, requires at least ten (10) business days to review, approve and process.
- (c) Integration, etc.: This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. This Agreement, including all Addenda, constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. CUSTOMER may not assign, transfer, delegate, or subcontract its obligations under this Agreement without the prior written consent of the PROVIDER and any attempt to assign, transfer, delegate, or subcontract this Agreement without the PROVIDER's prior written consent

Contract No: 20250036

will be null and void. CUSTOMER ACKNOWLEDGES THAT PROVIDER WILL SUBCONTRACT WITH OTHER THIRD-PARTY VENDORS TO PROVIDE THE SERVICES AND OBLIGATIONS UNDER THIS AGREEMENT. Additionally, the PROVIDER may assign this Agreement to any parent, subsidiary, or affiliated corporation which it may hereafter acquire or with which it may be merged or consolidated, or to any corporation requiring the business and assets of PROVIDER. This Agreement, including any Addenda, may be altered, amended, or superseded solely by means of a writing signed by the parties hereto; provided, however, the terms and conditions set forth in this Agreement are subject to change by PROVIDER upon written notice to CUSTOMER. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.

(d) Venue and Jurisdiction: The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

(f) Notices: Any notices required or permitted by this Agreement will be in writing and addressed to the party to receive such notice at its corresponding address, as follows:

To PROVIDER:

WAVE GROUP ENTERPRISES LLC
10373 Trademark St. Suite K
Rancho Cucamonga, CA 91730
Attn: Legal

To CUSTOMER:

Lexington-Fayette Urban County Government
200 E. Main St.
Lexington KY, 40507
Attn: Legal

All notices or other communications required or permitted to be given under this Agreement shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as shown above unless notice of a change of address has been provided in writing. All notices shall be deemed effectively given: (i) when delivered, if personally delivered, (ii) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; (iii) the day following overnight delivery, or (iv) seven (7) days after mailing, if mailed first class.

Contract No: 20250036

- (i) Waivers: Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce the provision or any other provision of this Agreement.

IN WITNESS WHEREOF , the parties agree hereto, intending to be bound, have caused this Schedule to be executed by their duly authorized representatives.		
Lexington-Fayette Urban County Government		
Wave Group Enterprises LLC.		
By:	Lexington-Fayette Urban County Government	Wave Group Enterprises, LLC
Signature:	<i>Linda Gorton</i>	Signature: <i>Ryan Stidfole</i>
Name:	<i>Linda Gorton</i>	Name: Ryan Stidfole
Title:	<i>Mayor</i>	Title: CEO
Date:	<i>10/10/2025</i>	Date: 10 / 06 / 2025

Contract No: 20250036

Schedule A

II. HOLIDAYS

CUSTOMERS acknowledge that PROVIDER observes the following holidays for which a Holiday Service rate as set forth in Section III below shall apply.

(1) New Year's Day (6) Juneteenth (11) Thanksgiving Day

(2) Martin Luther King Day (7) Independence Day (12) Christmas Day

(3) Presidents Day (8) Labor Day (13) Family Day (NV Only)

(4) Easter (9) Columbus Day (14) Admission Day (NV Only)

(5) Memorial Day (10) Veteran's Day (15) Pioneer Day (UT Only)

It is understood and agreed that when a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

III. Safe Configuration and Managed Services:

Check the options applicable to the services being provided under the Agreement:

EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Safe Configuration</u>
Hardware Configuration: Single Dual Note Single Feed(2400 Note) with Storage Vault Configuration Professional Services + On-Boarding: Freight • Site Survey • Installation • Configuration Recurring Services: 5 Years Maintenance • 5 Years Data Plan • 5 Years Reporting • 5 Wireless Data Plan	3	Invoiced by Dext Capital

TWG Managed Services:

Armored Car Frequency:	Every Other Week	1X/Week	2X / Week	3X / Week	4X / Week
Monthly Service Rate:	\$N/A	\$276	N/A	N/A	N/A
Monthly Managed Services Include: - Cash Services include Change Order Delivery, 1x weekly service - Daily Call Center Support					

Locations Schedule:

Contract No: 20250036

Location Name:	Address:	City:	ST:	ZIP:
LFUCG Revenue	218 East Main Street	Lexington	KY	40507
LFUCG Parks and Recreation	469 Parkway Dr	Lexington	KY	40504
LFUCG Community Corrections	600 Old Frankfort Cir	Lexington	KY	40510

ADDITIONAL TERMS:

- 60 Month Term Agreement
- Equipment< Professional Services and Recurring Services (Maintenance, Reporting and Data Plan) will be invoiced by Leasing Firm.
- Provider will invoice Monthly for Armored Car Services
 - 5% annual CPI Armored Car Services
- The delivery location for the Equipment is set forth in the Locations Schedule.
- CUSTOMER to incur any necessary cost of relocation of Equipment as it is defined in Schedule B, should relocation become necessary.

Schedule B

The Services provided by PROVIDER under the Agreement require CUSTOMER to acquire Units. The Units supplied under the Agreement shall be made available to CUSTOMER by PROVIDER as follows:

- I. **ORDER:** If CUSTOMER desires to purchase Units from PROVIDER, CUSTOMER shall submit a purchase order to PROVIDER for the Units
- II. **LEASE:** CUSTOMER may lease Units from LESSOR. Lease will include hardware configuration, professional services plus onboarding, and recurring services as defined in Schedule A.

III.II. **SHIPPING:** CUSTOMER shall provide a safe and secure storage area for the Units until installation. CUSTOMER shall not open the containers for the Units without the express permission and attendance of a PROVIDER representative.

IV.III. **INSTALLATION:** PROVIDER or its agent shall install each Unit according to a mutually agreed upon schedule between PROVIDER and CUSTOMER. CUSTOMER shall give PROVIDER prompt notice of any installation date that will be delayed. In the event the installation date is delayed by CUSTOMER, CUSTOMER agrees to pay for any storage and/or other reasonable costs incurred by PROVIDER as a result of such delay. In the event the installation date is delayed by PROVIDER, PROVIDER agrees to pay for any storage and/or other reasonable costs incurred by CUSTOMER. CUSTOMER is ultimately responsible for making sure that the physical environment where the Unit will be installed is in accordance with PROVIDER's specifications, including, but not limited to, heat, humidity, lack of liquid exposure, proper foundation, availability of electricity and telecommunications resources.

V. **RELOCATION:** In the event that the CUSTOMER permanently terminates its operations in a location where Unit is installed, and desires to re-install said Unit in another location, CUSTOMER shall pay a de-installation fee, applicable shipping fees and a re-installation fee. PROVIDER or its agent shall relocate any Unit according to a mutually agreed upon schedule between PROVIDER and CUSTOMER. CUSTOMER shall give PROVIDER prompt notice of any relocation date that will be delayed. In the event the relocation date is delayed by CUSTOMER, CUSTOMER agrees to pay for any storage and/or reasonable costs incurred by PROVIDER as a result of such delay. In the event the relocation date is delayed by PROVIDER, PROVIDER agrees to pay for any storage and/or other reasonable costs incurred by CUSTOMER. CUSTOMER is ultimately responsible for making sure that the physical environment to which the Unit will be relocated is in accordance with PROVIDER's specifications, including, but not limited to, heat, humidity, lack of liquid exposure, proper foundation, availability of electricity and telecommunications resources.

VI.. **SOFTWARE:** PROVIDER grants to CUSTOMER a limited, non-exclusive, non-transferable, revocable license to use the software utilized in the Units as part of the operation of the Units and for no other purpose. Any customized programming will be done in accordance with mutually agreed upon charges and schedules. In the event the Agreement is terminated for any reason, the limited, non-exclusive software license shall terminate as well.

VII. **DATA:** Within 30 days of termination of this Agreement, PROVIDER agrees to provide to

Contract No: 20250036

CUSTOMER any and all data gathered by the software utilized in the Units identified in this Agreement.

VIII.. **REMOVAL:** In the event that CUSTOMER permanently closes a location where a Unit is installed and chooses not to re-install the Unit in another location where PROVIDER provides Service, CUSTOMER shall pay a termination fee equal to the six (6) months Service charge per store location, as set forth on Schedule A.

IX. MAINTENANCE:

Technical support can be reached by calling the number provided during the hours of 8:00 am – 5:00 pm PST Monday - Friday. If support is needed after hours, callers will be asked to leave a message, and a technician will return their call in the order in which it was received. This contract included Parts.

Additional services and other charges not included in contracted rate:

(a) Damage, deterioration or malfunction resulting from:

i) Accidents, negligence, Acts of God, misuse, abuse, improper installation, failure to perform normal maintenance or failure to follow operational instructions labeled on or provided with the safe.

ii) Damage caused by the environment including but not limited to: liquid spills and power surges.

(b) Repair or attempted repair by anyone other than the Service Company.

(c) Bill reader jams

(d) Manual Drop jams

(e) Replacement of consumable parts such as cassettes and printer paper

(f) Replacement of Electronic keys

(g) Safe programming due to name changes, account changes or ownership changes

(h) Labor will be quoted once scope of service is determined.

3. Trained Employees

Trained personnel subcontracted by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its subcontractors will be properly qualified and will use reasonable care in the performance of his or her duties.

4. Working Hours

(a) The services required of the Service Company under this Contract, including emergency service, shall be performed between 8 a.m. and 5 p.m. EST Sunday through Saturday, except as provided in (b) immediately below.

(b) If the Customer requests that the Service Company perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours ("overtime hours"), the Customer shall be charged at quoted per hour rate during the time at which service is requested.

VII. **LIMITATION OF LIABILITY:** PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, APPLICABLE TO THE UNITS OR ANY SOFTWARE ASSOCIATED WITH THE UNITS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY WAIVES ANY SUCH WARRANTIES OTHER THAN THOSE SPECIFICALLY PROVIDED HEREIN. CUSTOMER UNDERSTANDS AND AGREES THAT, UNDER NO CIRCUMSTANCES OR THEORY OF LIABILITY, SHALL PROVIDER AND/OR PROVIDER'S INSURANCE COMPANY BE LIABLE FOR ANY LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES TO CUSTOMER OR ANY THIRD PARTY DIRECTLY OR ON BEHALF OF CUSTOMER RESULTING FROM OR OCCASIONED BY SERVICES PERFORMED BY PROVIDER HEREUNDER EXCEPT FOR THEIR WORKERS CAUSE PERSONAL INJURY OR PROPERTY DAMAGE WHILE ON LFUCG PROPERTY.

IN WITNESS WHEREOF, the parties agree hereto, intending to be bound, have caused this Schedule to be executed by their duly authorized representatives.

Lexington-Fayette Urban County Government

Wave Group Enterprises LLC.

By:	Lexington-Fayette Urban County Government	Wave Group Enterprises, LLC
	Signature:	Signature: <i>Ryan Stidfole</i>
	Name:	Name: Ryan Stidfole
	Title:	Title: CEO
	Date:	Date: 10 / 06 / 2025

**Schedule C
WAIVER OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CASHCARE AGREEMENT OR ANY OTHER AGREEMENT REFERENCED THEREIN ("DOCUMENTS"), INCLUDING WITHOUT LIMITATION, ANY PURCHASE ORDER, CUSTOMER HEREBY AGREES THAT (i) EACH ITEM OF EQUIPMENT LEASED OR PURCHASED UNDER ANY OF THE DOCUMENTS (INCLUDING ANY AND ALL INTELLECTUAL PROPERTY INCLUDED WITH OR EMBEDDED IN SUCH EQUIPMENT (INCLUDING ANY SOFTWARE)) IS LEASED OR PURCHASED UNDER SUCH DOCUMENTS "AS IS, WHERE IS, WITH ALL FAULTS"; AND (ii) WAVE SHALL NOT BE DEEMED TO HAVE MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT (INCLUDING ANY AND ALL INTELLECTUAL PROPERTY INCLUDED WITH OR EMBEDDED IN SUCH EQUIPMENT (INCLUDING ANY SOFTWARE)), INCLUDING ANY PART, OR ANY MATTER WHATSOEVER, INCLUDING, AS TO EACH ITEM OF EQUIPMENT (INCLUDING ANY AND ALL INTELLECTUAL PROPERTY INCLUDED WITH OR EMBEDDED IN SUCH EQUIPMENT (INCLUDING ANY SOFTWARE)), ITS DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, ABSENCE OF ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR LATENT DEFECT (WHETHER OR NOT DISCOVERABLE BY CUSTOMER), COMPLIANCE OF SUCH ITEM WITH ANY APPLICABLE LAW, CONFORMITY OF SUCH ITEM TO THE PROVISIONS AND SPECIFICATIONS OF ANY SUPPLY CONTRACT OR TO THE DESCRIPTION SET FORTH IN ANY DOCUMENT OR ANY INTERFERENCE OR INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any dispute arising out of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, that provision shall be severable and this Agreement shall be construed and enforced as if that illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, and there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but when taken together shall be but one instrument.

Executed counterparts delivered by facsimile or in portable document format (.pdf) shall be deemed delivery of an originally executed counterpart in all cases.

If any civil action, arbitration, or other legal proceeding is brought for the enforcement of this Agreement (including, but not limited to, enforcement of any defense or indemnity obligation under this Agreement), or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs, and all expenses even if not taxable as court costs (including all such fees, taxes, costs, , appellate, bankruptcy, and post-judgment proceedings), incurred in that civil action, or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other charges billed by the attorney to the prevailing party.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
EXQX3-TNUEG-CNFWL-VKWPE

DOCUMENT COMPLETED BY ALL PARTIES ON
06 OCT 2025 20:25:34
UTC

SIGNER

RYAN STIDFOLE

EMAIL
RYAN@WAVEGROUP.CO

TIMESTAMP

SENT
06 OCT 2025 20:25:34

SIGNED
06 OCT 2025 20:25:34

SIGNATURE

Ryan Stidfole

IP ADDRESS
104.33.165.216

LOCATION
PALMDALE, UNITED STATES



CERTIFICATE *of* SIGNATURE

REF. NUMBER

9GJRP-4QZDG-BKPSB-SH4HC

DOCUMENT COMPLETED BY ALL PARTIES ON

06 OCT 2025 20:28:18

UTC

SIGNER

RYAN STIDFOLE

E-MAIL

RYAN@WAVEGROUP.CO

TIMESTAMP

SENT

06 OCT 2025 20:28:17

SIGNED

06 OCT 2025 20:28:18

SIGNATURE

Ryan Stidfole

IP ADDRESS

104.33.165.216

LOCATION

PALMDALE, UNITED STATES



September 12, 2025

Wesley Holbrook
Director of Revenue
Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, KY, 40507

Dear Wesley:

Dext Capital gladly presents LFUCG the following lease proposal, subject to the terms and conditions below. This proposal remains subject to formal underwriting and Dext Capital's final approval.

Terms and Conditions

LESSEE: Lexington-Fayette Urban County Government

LESSOR: Dext Capital, LLC ("Dext"), and its nominees or assigns.

LEASE TYPE: 60-month FMV

AMOUNT: \$59,022.00

PROCEEDS USE: Purchase of new Smart Safe equipment listed below, as provided by The Wave Group.

EQUIPMENT: (3) Tidel Series 4 Dual SNF STD Cassettes (2400) Note Capacity with Storage Vault, Tariff and Modem. Also included 5-year Maintenance, Data and Reporting, Installation and Freight

RATE INDEX: Dext Capital calculated the lease rate factor in conjunction with the 5-year Swap Rate (3.22% on the date of this proposal). The lease rate factors will move in tandem with the like-term SOFR SWAPs, (reference: <https://www.barchart.com/economy/interest-rates/>). The final monthly payment will be fixed upon commencement of the lease and for the entire lease term.

STRUCTURE	FMV Lease
TERM	60-Month
LEASE RATE FACTOR	0.0196091/\$1 of cost
LEASE PAYMENT	60 payments of \$1,157.37, plus any applicable sales/use taxes, due monthly in advance.

NET LEASE: Lessee shall pay all insurance, filing fees, licenses, equipment service charges, property and sales/use tax and other similar items.

DOCUMENTATION FEE: Waived

DUE DILIGENCE ITEMS:

TBD

GENERAL:

The summary of terms and conditions set forth in this proposal is not all-inclusive. Any terms and conditions that this proposal does not address will be subject to future negotiations. This proposal is subject to final Credit Review and Approval by Lessor of all requested due diligence. If the Financing Request is approved by the Lessor, then the Lessor shall prepare documentation to be mutually accepted by Lessor and Lessee.

This proposal is confidential with the understanding that the recipient(s) shall not disclose this letter nor any of the Terms and Conditions to any person or entity outside of the Company's organization, potential investing partners, or advisors.

We welcome the opportunity to work with you and we look forward to hearing from you soon. The terms of this proposal letter expire on October 15, 2025, at 5:00pm PST unless Dext Capital extends this deadline in writing. If you have any questions or comments, feel free to contact me directly.

Very truly yours,

Brent McQueen

Brent McQueen
Sales Representative

Accepted and Agreed:

Name:

Linda Gorton

Signature:

Linda Gorton

Title:

Mayor

Date:

10/10/2025