

**Lexington-Fayette Urban County Government
LEASE PURCHASE SCHEDULE NO. 810-6705564-012
TO MASTER LEASE AGREEMENT NO. 6705564**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6705564 ("Agreement") DATED 01/02/2014 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND Lexington-Fayette Urban County Government ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: VOLTA INC, 208 Steele St Frankfort, KY 40601

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	60	TBD

Rent is payable: in **Advance**

Payment Period: **Monthly**

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment and the Purchase Price as of the applicable Purchase Date are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

Lexington-Fayette Urban County Government
"Lessee"

By: *Linda Gorton*
Name: Linda Gorton
Title: Mayor
Date: 1/9/2020

DELL FINANCIAL SERVICES L.L.C.
"Lessor"

By: *[Signature]*
Name: Roberts G. Case
Title: SUP DFS Operator
Date: 1/7/2020

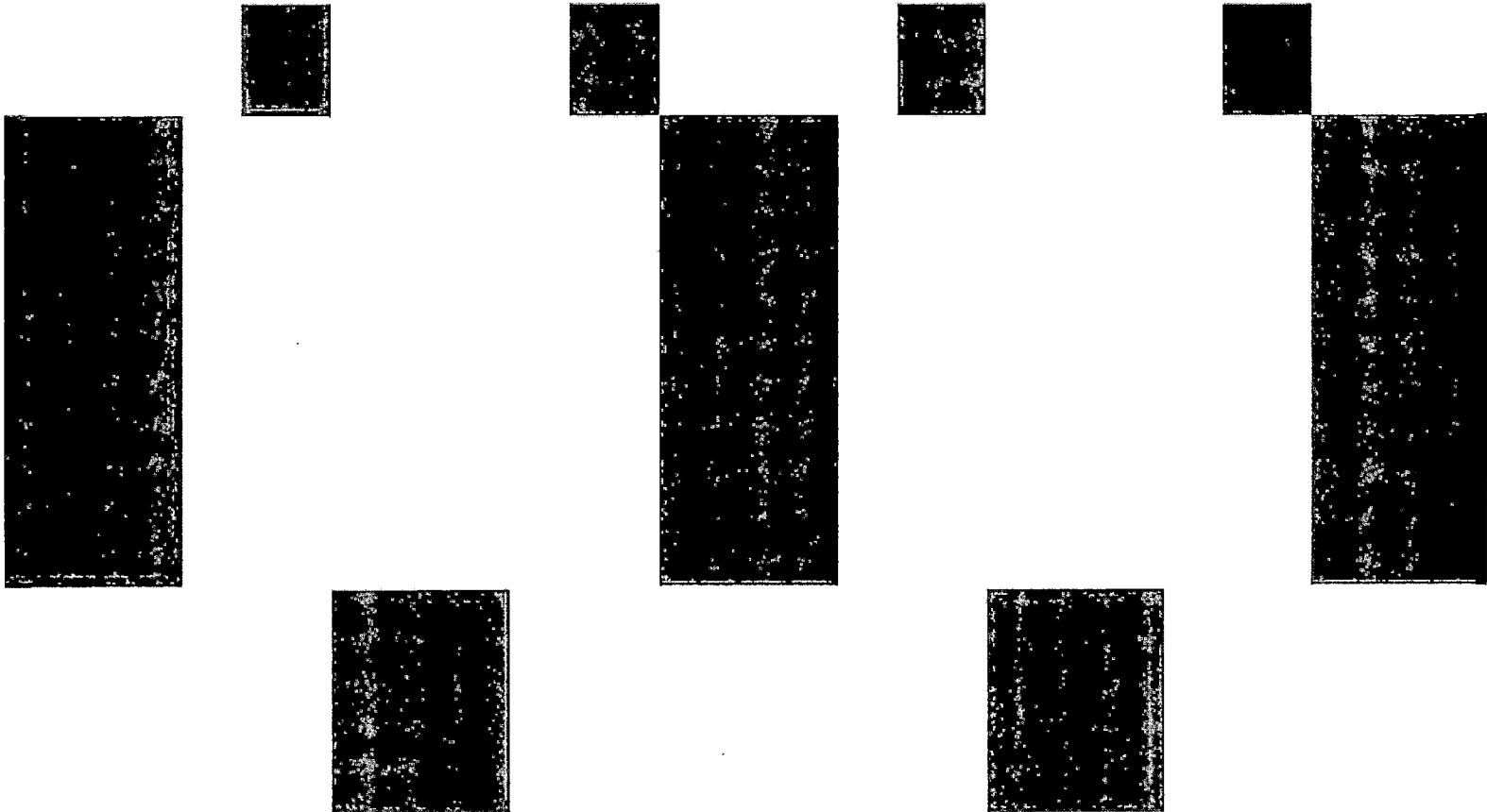
1901

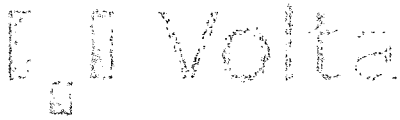


EXHIBIT A

Confidential

Lexington-Fayette Urban County Government Data Center Modernization

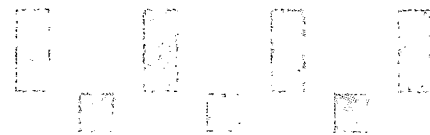


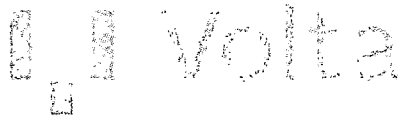


201/ Steele Street
 Frankfort, Kentucky 40601
 voltainc.com
 859.296.5780

Products

Item	Description	Price	Qty	Ext. Price
Finance Options: Payments Starting July 1, 2020 with \$1 Buy Out Lease.				
5 Year Term				
18 Quarterly Payments - \$58,220.87				
5 Annual Payments - \$208,755.84				
PS-PD-VXRDP	PD For VxRail Deploy Per Node	\$2,146.55	5	\$10,732.75
PS-PD-RP4VMDP	PD for RecoverPoint for VM	\$4,737.50	1	\$4,737.50
PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	\$0.00	1	\$0.00
CE-VALPAKVXRIL	VxRail Admin ValuePak	\$3,467.50	1	\$3,467.50
VXR-14G-MGR-DE-4.7	VxRail Software Image V4.7=MA	\$0.00	1	\$0.00
TPM1.2MODULEAF	VxRail-500 TPM 1.2 MODULE AF	\$31.81	1	\$31.81
PS1600W-250VACF	VxRail-500 DUALHOTPLG 1600W PS-250VAC F	\$458.75	1	\$458.75
INSTGR13USAR740	VxRail-500 USA SHIPMOD GR1300	\$52.50	1	\$52.50
SYSP5702SVADVF	VxRail 14G P570 2U1N 2S NVMe ADV AF	\$6,410.00	1	\$6,410.00
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	\$0.00	2	\$0.00
RRAILKIT2U1NCMAAF	VxRail-500 B6 READYRAILS II W/CMA 2U1NAF	\$102.50	1	\$102.50
2SP570HSDM125GR	VXRIL-500 2SP570 125GR CHASSIS,FAN,HSK	\$1,137.50	1	\$1,137.50
HBA330CTRL2SF	VxRail-500 PercHBA330+RAIDCTR12Gb 2SLP F	\$97.50	1	\$97.50
PROPT82681SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 1SF	\$4,931.25	1	\$4,931.25
PROPT82682SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 2SF	\$4,931.25	1	\$4,931.25
RISER740CNFG6DUAL	VxRail-500 RISER R740CNFG6 AND BOSS CTR	\$142.50	1	\$142.50
MEM16GB2933MTF	VxRail Memory 16GB 2933MT RDIMM F	\$292.50	12	\$3,510.00
MEM32GB2933MTF	VxRail Memory 32GB 2933MT RDIMM F	\$548.75	12	\$6,585.00

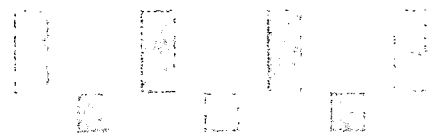




208 Steele Street
Frankfort, Kentucky 40601
voltainc.com
859.296.5780

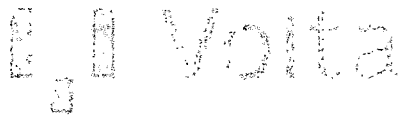
Products

Item	Description	Price	Qty	Ext. Price
RDIMM2933INFO	VxRail FactoryOrd Rq 2933Mhz RDIMM	\$0.00	1	\$0.00
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	\$30.79	1	\$30.79
NDCX710QP10GBSFP AF	VxRail-500 NDC INTELX710 QP 10Gb SFP+ AF	\$457.50	1	\$457.50
CAPSSDSATA3.84TBF	VxR 3.84TB Capacity SATA 2.5in SSD F	\$1,282.50	9	\$11,542.50
DSKLESSNVMECONFI GF	VxRail-500 Diskless NVMe Configuration F	\$0.00	1	\$0.00
CACHEMUDRV800GB F	VxR Mixed Use 800GB 2.5 Cache F	\$677.50	3	\$2,032.50
CE-VIDVPKVXRAIL	VxRail Admin VVPK VILTS 1 TITLE=UC	\$782.50	1	\$782.50
PS-COP-HCIADIG	Cooperative Guidance for VxRAIL	\$1,353.75	1	\$1,353.75
M-PSM-HW-J-002-5Y	PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR	\$21,266.25	1	\$21,266.25
458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	\$0.00	1	\$0.00
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	\$0.00	1	\$0.00
M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$0.00	1	\$0.00
458-002-517	VxRail VMware vSAN Advanced	\$0.00	1	\$0.00
M-PSM-SW-J-006	PROSUPPORT W/MC VSAN ADV SW SUPPORT	\$0.00	1	\$0.00
456-113-801	VxRail VMware vSAN Advanced 5Y Maint=IG	\$0.00	2	\$0.00
VXRO3.84SATAF	VxR HCI System Softwre(CAP 3.84 SATA)=CF	\$752.50	9	\$6,772.50
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$3,388.75	1	\$3,388.75
VXROSPTPROCSF	VxRail HCI System Software(P F)=IG	\$2,026.25	2	\$4,052.50
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,026.25	1	\$2,026.25
VXR-14G-MGR-DE- 4.7	VxRail Software Image V4.7=MA	\$0.00	4	\$0.00
TPM1.2MODULEAF	VxRail-500 TPM 1.2 MODULE AF	\$31.81	4	\$127.24



Products

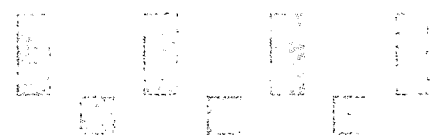
Item	Description	Price	Qty	Ext. Price
PS1600W-250VACF	VxRail-500 DUALHOTPLG 1600W PS-250VAC F	\$458.75	4	\$1,835.00
INSTGR13USAR740	VxRail-500 USA SHIPMOD GR1300	\$52.50	4	\$210.00
SYSP5702SVADVF	VxRail 14G P570 2U1N 2S NVMe ADV AF	\$6,410.00	4	\$25,640.00
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	\$0.00	8	\$0.00
RRAILKIT2U1NCMAAF	VxRail-500 B6 READYRAILS II W/CMA 2U1NAF	\$102.50	4	\$410.00
RISER740CNFG6DUAL	VxRail-500 RISER R740CNFG6 AND BOSS CTR	\$142.50	4	\$570.00
PROPT82682SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 2SF	\$4,931.25	4	\$19,725.00
PROPT82681SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 1SF	\$4,931.25	4	\$19,725.00
HBA330CTRL2SF	VxRail-500 PercHBA330+RAIDCTR12Gb 2SLP F	\$97.50	4	\$390.00
2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK	\$1,137.50	4	\$4,550.00
RDIMM2933INFO	VxRail FactoryOrd Rq 2933Mhz RDIMM	\$0.00	4	\$0.00
MEM32GB2933MTF	VxRail Memory 32GB 2933MT RDIMM F	\$548.75	48	\$26,340.00
MEM16GB2933MTF	VxRail Memory 16GB 2933MT RDIMM F	\$292.50	48	\$14,040.00
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	\$30.79	4	\$123.16
NDCX710QP10GBSFP AF	VxRail-500 NDC INTELX710 QP 10Gb SFP+ AF	\$457.50	4	\$1,830.00
CAPSSDSATA3.84TBF	VxR 3.84TB Capacity SATA 2.5in SSD F	\$1,282.50	36	\$46,170.00
DSKLESSNVMECONFIGF	VxRail-500 Diskless NVMe Configuration F	\$0.00	4	\$0.00
CACHEMUDRV800GB F	VxR Mixed Use 800GB 2.5 Cache F	\$677.50	12	\$8,130.00
M-PSM-HW-J-002-5Y	PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR	\$21,265.00	4	\$85,060.00
458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	\$0.00	4	\$0.00
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	\$0.00	4	\$0.00

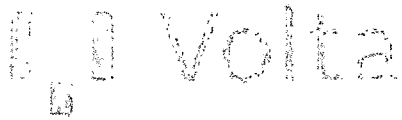


208 Steele Street
 Frankfort, Kentucky 40601
 voltainc.com
 859.296.5780

Products

Item	Description	Price	Qty	Ext. Price
M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$0.00	4	\$0.00
VXRO3.84SATAF	VxR HCI System Softwre(CAP 3.84 SATA)=CF	\$752.50	36	\$27,090.00
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$3,388.75	4	\$13,555.00
VXROSPTPROCSEF	VxRail HCI System Software(P F)=IG	\$2,026.25	8	\$16,210.00
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,026.25	4	\$8,105.00
458-002-517	VxRail VMware vSAN Advanced	\$0.00	4	\$0.00
M-PSM-SW-J-006	PROSUPPORT W/MC VSAN ADV SW SUPPORT	\$0.00	4	\$0.00
456-113-801	VxRail VMware vSAN Advanced 5Y Maint=IG	\$0.00	8	\$0.00
210-ALTG	SEL S4128F	\$5,052.50	2	\$10,105.00
PS-PD-S4XXDP	PD for Dell EMC Networking S4XXX	\$2,447.50	2	\$4,895.00
470-ABOV	SEL - QSFP28 - 100G DAC 1m Attach	\$146.25	2	\$292.50
470-AAGN	SEL - SFP/SFP+ DAC 1M Attach	\$50.00	2	\$100.00
470-AAGP	SEL - SFP/SFP+ DAC 3M Attach	\$68.75	10	\$687.50
4128FAMER5PNBD	SEL S4128F-ON 5 Yr ProSupport NBD	\$985.00	2	\$1,970.00
4128FAMER1RTD	SEL S4128F-ON 1 Yr Return to Depot	\$91.25	2	\$182.50
PS-PD-VXRDP	PD For VxRail Deploy Per Node	\$2,146.55	5	\$10,732.75
PS-PD-RP4VMDP	PD for RecoverPoint for VM	\$4,737.50	1	\$4,737.50
PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	\$0.00	1	\$0.00
CE-VALPAKVXRIL	VxRail Admin ValuePak	\$3,467.50	1	\$3,467.50
VXR-14G-MGR-DE-4.7	VxRail Software Image V4.7=MA	\$0.00	1	\$0.00
TPM1.2MODULEAF	VxRail-500 TPM 1.2 MODULE AF	\$31.81	1	\$31.81
PS1600W-250VACF	VxRail-500 DUALHOTPLG 1600W PS-250VAC F	\$458.75	1	\$458.75



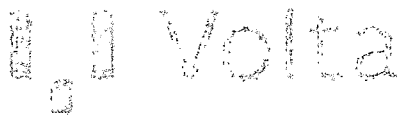


200 Steale Street
 Frankfort, Kentucky 40601
 voltainc.com
 859.296.5780

Products

Item	Description	Price	Qty	Ext. Price
INSTGR13USAR740	VxRail-500 USA SHIPMOD GR1300	\$52.50	1	\$52.50
SYSP5702SVADVF	VxRail 14G P570 2U1N 2S NVMe ADV AF	\$6,410.00	1	\$6,410.00
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	\$0.00	2	\$0.00
RRAILKIT2U1NCMAAF	VxRail-500 B6 READYRAILS II W/CMA 2U1NAF	\$102.50	1	\$102.50
2SP570HSDM125GR	VXR-500 2SP570 125GR CHASSIS,FAN,HSK	\$1,137.50	1	\$1,137.50
HBA330CTRL2SF	VxRail-500 PercHBA330+RAIDCTR12Gb 2SLP F	\$97.50	1	\$97.50
PROPT82681SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 1SF	\$4,931.25	1	\$4,931.25
PROPT82682SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 2SF	\$4,931.25	1	\$4,931.25
RISER740CNFG6DUAL	VxRail-500 RISER R740CNFG6 AND BOSS CTR	\$142.50	1	\$142.50
MEM16GB2933MTF	VxRail Memory 16GB 2933MT RDIMM F	\$292.50	12	\$3,510.00
MEM32GB2933MTF	VxRail Memory 32GB 2933MT RDIMM F	\$548.75	12	\$6,585.00
RDIMM2933INFO	VxRail FactoryOrd Rq 2933Mhz RDIMM	\$0.00	1	\$0.00
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	\$30.79	1	\$30.79
NDCX710QP10GBSFP AF	VxRail-500 NDC INTELX710 QP 10Gb SFP+ AF	\$457.50	1	\$457.50
CAPSSDSATA3.84TBF	VxR 3.84TB Capacity SATA 2.5in SSD F	\$1,282.50	9	\$11,542.50
DSKLESSNVMECONFIGF	VxRail-500 Diskless NVMe Configuration F	\$0.00	1	\$0.00
CACHEMUDRV800GBF	VxR Mixed Use 800GB 2.5 Cache F	\$677.50	3	\$2,032.50
CE-VIDVPKVXRAIL	VxRail Admin VVPK VILTS 1 TITLE=UC	\$782.50	1	\$782.50
PS-COP-HCIAIDIG	Cooperative Guidance for VxRAIL	\$1,353.75	1	\$1,353.75
M-PSM-HW-J-002-5Y	PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR	\$21,266.25	1	\$21,266.25
458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	\$0.00	1	\$0.00





208 Steele Street
 Frankfort, Kentucky 40601
 voltainc.com
 859.296.5780

Products

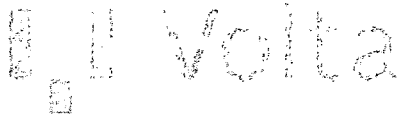
Item	Description	Price	Qty	Ext. Price
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	\$0.00	1	\$0.00
M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$0.00	1	\$0.00
458-002-517	VxRail VMware vSAN Advanced	\$0.00	1	\$0.00
M-PSM-SW-J-006	PROSUPPORT W/MC VSAN ADV SW SUPPORT	\$0.00	1	\$0.00
456-113-801	VxRail VMware vSAN Advanced 5Y Maint=IG	\$0.00	2	\$0.00
VXRO3.84SATAF	VxR HCI System Softwre(CAP 3.84 SATA)=CF	\$752.50	9	\$6,772.50
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$3,388.75	1	\$3,388.75
VXROSPTPROCSF	VxRail HCI System Software(P F)=IG	\$2,026.25	2	\$4,052.50
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,026.25	1	\$2,026.25
VXR-14G-MGR-DE-4.7	VxRail Software Image V4.7=MA	\$0.00	4	\$0.00
TPM1.2MODULEAF	VxRail-500 TPM 1.2 MODULE AF	\$31.81	4	\$127.24
PS1600W-250VACF	VxRail-500 DUALHOTPLG 1600W PS-250VAC F	\$458.75	4	\$1,835.00
INSTGR13USAR740	VxRail-500 USA SHIPMOD GR1300	\$52.50	4	\$210.00
SYSP5702SVADVF	VxRail 14G P570 2U1N 2S NVMe ADV AF	\$6,410.00	4	\$25,640.00
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	\$0.00	8	\$0.00
RRAILKIT2U1NCMAAF	VxRail-500 B6 READYRAILS II W/CMA 2U1NAF	\$102.50	4	\$410.00
RISER740CNFG6DUAL	VxRail-500 RISER R740CNFG6 AND BOSS CTR	\$142.50	4	\$570.00
PROPT82682SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 2SF	\$4,931.25	4	\$19,725.00
PROPT82681SF	VXR INTEL CPU PLTM 8268 2.9G,24C/48T 1SF	\$4,931.25	4	\$19,725.00
HBA330CTRL2SF	VxRail-500 PercHBA330+RAIDCTR12Gb 2SLP F	\$97.50	4	\$390.00
2SP570HSDM125GR	VXRRAIL-500 2SP570 125GR CHASSIS,FAN,HSK	\$1,137.50	4	\$4,550.00
RDIMM2933INFO	VxRail FactoryOrd Rq 2933Mhz RDIMM	\$0.00	4	\$0.00



Quote #003276 v1
 Date: 08/21/2018 10:54:01
 Total Price
 \$53,206,516.00

Products

Item	Description	Price	Qty	Ext. Price
MEM32GB2933MTF	VxRail Memory 32GB 2933MT RDIMM F	\$548.75	48	\$26,340.00
MEM16GB2933MTF	VxRail Memory 16GB 2933MT RDIMM F	\$292.50	48	\$14,040.00
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	\$30.79	4	\$123.16
NDCX710QP10GBSFP AF	VxRail-500 NDC INTELX710 QP 10Gb SFP+ AF	\$457.50	4	\$1,830.00
CAPSSDSATA3.84TBF	VxR 3.84TB Capacity SATA 2.5in SSD F	\$1,282.50	36	\$46,170.00
DSKLESSNVMECONFIGF	VxRail-500 Diskless NVMe Configuration F	\$0.00	4	\$0.00
CACHEMUDRV800GB F	VxR Mixed Use 800GB 2.5 Cache F	\$677.50	12	\$8,130.00
M-PSM-HW-J-002-5Y	PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR	\$21,265.00	4	\$85,060.00
458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	\$0.00	4	\$0.00
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	\$0.00	4	\$0.00
M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$0.00	4	\$0.00
VXRO3.84SATAF	VxR HCI System Softwre(CAP 3.84 SATA)=CF	\$752.50	36	\$27,090.00
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$3,388.75	4	\$13,555.00
VXROSPTPROCSF	VxRail HCI System Software(P F)=IG	\$2,026.25	8	\$16,210.00
M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,026.25	4	\$8,105.00
458-002-517	VxRail VMware vSAN Advanced	\$0.00	4	\$0.00
M-PSM-SW-J-006	PROSUPPORT W/MC VSAN ADV SW SUPPORT	\$0.00	4	\$0.00
456-113-801	VxRail VMware vSAN Advanced 5Y Maint=IG	\$0.00	8	\$0.00
210-ALTG	SEL S4128F	\$5,052.50	2	\$10,105.00
PS-PD-S4XXXDP	PD for Dell EMC Networking S4XXX	\$2,447.50	2	\$4,895.00
470-ABOV	SEL - QSFP28 - 100G DAC 1m Attach	\$146.25	2	\$292.50
470-AAGN	SEL - SFP/SFP+ DAC 1M Attach	\$50.00	2	\$100.00



208 Steele Street
Frankfort, Kentucky 40601
voltainc.com
859.296.5780

Products

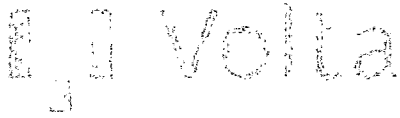
Item	Description	Price	Qty	Ext. Price
470-AAGP	SEL - SFP/SFP+ DAC 3M Attach	\$68.75	10	\$687.50
4128FAMER5PNBD	SEL S4128F-ON 5 Yr ProSupport NBD	\$985.00	2	\$1,970.00
4128FAMER1RTD	SEL S4128F-ON 1 Yr Return to Depot	\$91.25	2	\$182.50

Quote Includes:

- Pro On Sight Deployment and Configuration Support.
- 90 Days of Ongoing Phone Support Through DELL.
- 2 Online Instructor Led Classes on VxRail Administration.
- Volta Migration Services.

Subtotal: **\$878,204.00**





208 Steele Street
 Frankfort, Kentucky 40601
 voltainc.com
 859.296.5780

Data Center Modernization

Prepared by:
Volta

Bethany Meacham
 (859) 296-5780 x103
 bmeacham@voltainc.com

Prepared for:
**Lexington-Fayette Urban County
 Government**

Chad Cottle
 (859) 258-3730
 ccottle@lexingtonky.gov

Quote Information:
Quote #: 003276

Version: 1
 Delivery Date: 11/15/2019
 Expiration Date: 12/15/2019

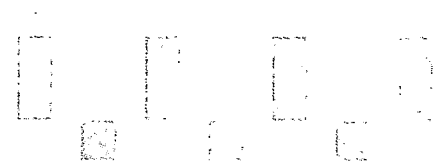
On behalf of: **Mike Logan**

Quote Summary

Description	Amount
Products	\$878,204.00
Total:	\$878,204.00

Quote valid for 30 days. Prices do NOT include tax or any other fees (if applicable), shipping expedites will be customer responsibility. Purchase Terms: 100% of the Hardware / Software costs are required upon receipt of goods unless otherwise agreed to. All prices and configuration part #'s subject to change & manufacturers terms and conditions. All information contained in this estimate is confidential between above named customer and Volta, Inc. By signing below you are agreeing to the terms and conditions of the Technical Support and Services Agreement, if included, in addition to signing off on the proposal as a whole.

Signature: _____ Date: _____





Lexington-Fayette Urban County Government
 Amortization Schedule
 Schedule 810-6705564-012
 Exhibit B

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	\$ 878,204.00					
	\$ -				\$ 878,204.00	
1	\$ 878,204.00	\$ -	\$ -	\$ -	\$ 878,204.00	\$ 878,204.00
2	\$ 878,204.00	\$ -	\$ 2,854.16	\$ (2,854.16)	\$ 881,058.16	\$ 881,058.16
3	\$ 881,058.16	\$ -	\$ 2,863.44	\$ (2,863.44)	\$ 883,921.60	\$ 883,921.60
4	\$ 883,921.60	\$ -	\$ 2,872.75	\$ (2,872.75)	\$ 886,794.35	\$ 886,794.35
5	\$ 886,794.35	\$ -	\$ 2,882.08	\$ (2,882.08)	\$ 889,676.43	\$ 889,676.43
6	\$ 889,676.43	\$ -	\$ 2,891.45	\$ (2,891.45)	\$ 892,567.88	\$ 892,567.88
7	\$ 892,567.88	\$ 53,970.70	\$ 2,900.85	\$ 51,069.85	\$ 841,498.03	\$ 841,498.03
8	\$ 841,498.03	\$ -	\$ 2,734.87	\$ (2,734.87)	\$ 844,232.89	\$ 844,232.89
9	\$ 844,232.89	\$ -	\$ 2,743.76	\$ (2,743.76)	\$ 846,976.65	\$ 846,976.65
10	\$ 846,976.65	\$ 53,970.70	\$ 2,752.67	\$ 51,218.02	\$ 795,758.63	\$ 795,758.63
11	\$ 795,758.63	\$ -	\$ 2,586.22	\$ (2,586.22)	\$ 798,344.84	\$ 798,344.84
12	\$ 798,344.84	\$ -	\$ 2,594.62	\$ (2,594.62)	\$ 800,939.47	\$ 800,939.47
13	\$ 800,939.47	\$ 53,970.70	\$ 2,603.05	\$ 51,367.64	\$ 749,571.82	\$ 749,571.82
14	\$ 749,571.82	\$ -	\$ 2,436.11	\$ (2,436.11)	\$ 752,007.93	\$ 752,007.93
15	\$ 752,007.93	\$ -	\$ 2,444.03	\$ (2,444.03)	\$ 754,451.96	\$ 754,451.96
16	\$ 754,451.96	\$ 53,970.70	\$ 2,451.97	\$ 51,518.73	\$ 702,933.23	\$ 702,933.23
17	\$ 702,933.23	\$ -	\$ 2,284.53	\$ (2,284.53)	\$ 705,217.76	\$ 705,217.76
18	\$ 705,217.76	\$ -	\$ 2,291.96	\$ (2,291.96)	\$ 707,509.72	\$ 707,509.72
19	\$ 707,509.72	\$ 53,970.70	\$ 2,299.41	\$ 51,671.29	\$ 655,838.43	\$ 655,838.43
20	\$ 655,838.43	\$ -	\$ 2,131.47	\$ (2,131.47)	\$ 657,969.90	\$ 657,969.90
21	\$ 657,969.90	\$ -	\$ 2,138.40	\$ (2,138.40)	\$ 660,108.31	\$ 660,108.31
22	\$ 660,108.31	\$ 53,970.70	\$ 2,145.35	\$ 51,825.34	\$ 608,282.96	\$ 608,282.96
23	\$ 608,282.96	\$ -	\$ 1,976.92	\$ (1,976.92)	\$ 610,259.88	\$ 610,259.88
24	\$ 610,259.88	\$ -	\$ 1,983.34	\$ (1,983.34)	\$ 612,243.23	\$ 612,243.23
25	\$ 612,243.23	\$ 53,970.70	\$ 1,989.79	\$ 51,980.91	\$ 560,262.32	\$ 560,262.32
26	\$ 560,262.32	\$ -	\$ 1,820.85	\$ (1,820.85)	\$ 562,083.17	\$ 562,083.17
27	\$ 562,083.17	\$ -	\$ 1,826.77	\$ (1,826.77)	\$ 563,909.94	\$ 563,909.94
28	\$ 563,909.94	\$ 53,970.70	\$ 1,832.71	\$ 52,137.99	\$ 511,771.95	\$ 511,771.95
29	\$ 511,771.95	\$ -	\$ 1,663.26	\$ (1,663.26)	\$ 513,435.21	\$ 513,435.21
30	\$ 513,435.21	\$ -	\$ 1,668.66	\$ (1,668.66)	\$ 515,103.88	\$ 515,103.88
31	\$ 515,103.88	\$ 53,970.70	\$ 1,674.09	\$ 52,296.61	\$ 462,807.27	\$ 462,807.27
32	\$ 462,807.27	\$ -	\$ 1,504.12	\$ (1,504.12)	\$ 464,311.39	\$ 464,311.39
33	\$ 464,311.39	\$ -	\$ 1,509.01	\$ (1,509.01)	\$ 465,820.40	\$ 465,820.40
34	\$ 465,820.40	\$ 53,970.70	\$ 1,513.92	\$ 52,456.78	\$ 413,363.62	\$ 413,363.62