

IBM Credit LLC
Lease/Purchase Supplement

Supplement No: 013965

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Lease/Purchase Master Agreement No.: 020428777L

Lessee Name and Address:
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
DATA PROCESSING
LEXINGTON KY 40507-1310

Lessor Name and Address:
IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Annual

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: February 19, 2016

Supplier: DMD DATA SYSTEMS INC

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	XOT9 OEM OEM OTHER	48			February 2016
2	1	XSV2 OEM OEM SERVICES	48			February 2016
TOTALS						

SPECIAL TERMS AND CONDITIONS:

The following shall apply to this entire transaction.

1. Details available upon request.
2. The parties agree that i) any modifications to the terms and conditions contained herein are null and void unless specifically agreed in writing by both parties and ii) this Supplement must be fully executed and received by Lessor by the Quote Validity Date listed above.

ADDITIONAL TERMS AND CONDITIONS:

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

IBM Credit LLC
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For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Agreed to:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Agreed to:
IBM Credit LLC

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title (type or print):

Title (type or print):

Date:

Date:

IBM Credit LLC
Certificate of Acceptance

Lessee/Borrower Name ("Client") and Address:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 E MAIN ST
DATA PROCESSING
LEXINGTON KY 40507-1310

Lessor Name and Address:
IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

Client Reference:
Payment Period: Annual
Payment Type: Advance

TAX-EXEMPT FINANCING TRANSACTION(S)		
Qty.	Property Description	Original Term (months)
1	XOT9 OEM OEM OTHER	48
1	XSV2 OEM OEM SERVICES	48

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to incept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Schedule/Agreement No.: 013965

Certificate of Acceptance No.: 013965001

IBM Credit LLC
Certificate of Acceptance

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For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

_____ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Authorized signature

Name (type or print):

Title (type or print):

Client shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

LESSEE'S CERTIFICATE

Re: Lease/Purchase Supplement No. 013965 to Lease/Purchase Master Agreement No. 020428777L between IBM Credit LLC and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Lessee").

The undersigned, being the duly elected, qualified and acting _____ of the Lessee do hereby certify, as of _____, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).

____ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

____ Not applicable

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?

Yes ____ No ____ . If yes, then please describe the circumstances of such termination:

LESSEE'S CERTIFICATE

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: _____

Title: _____

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE

IBM Credit LLC Lease Payment Schedule

Lessee Name: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Lease/Purchase Supplement No: 013965

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$303,186.04

Interest Rate for Schedule: 3.44%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	3/01/2016	79,680.83	79,680.83	0.00	223,505.21
	4/01/2016	0.00		630.31	224,135.52
	5/01/2016	0.00		632.09	224,767.61
	6/01/2016	0.00		633.87	225,401.48
	7/01/2016	0.00		635.65	226,037.13
	8/01/2016	0.00		637.45	226,674.58
	9/01/2016	0.00		639.25	227,313.83
	10/01/2016	0.00		641.05	227,954.88
	11/01/2016	0.00		642.85	228,597.73
	12/01/2016	0.00		644.67	229,242.40
	1/01/2017	0.00		646.49	229,888.89
	2/01/2017	0.00		648.32	230,537.21
2	3/01/2017	79,680.83	71,998.69	650.14	151,506.52
	4/01/2017	0.00		427.27	151,933.79
	5/01/2017	0.00		428.47	152,362.26
	6/01/2017	0.00		429.68	152,791.94
	7/01/2017	0.00		430.89	153,222.83
	8/01/2017	0.00		432.10	153,654.93
	9/01/2017	0.00		433.32	154,088.25
	10/01/2017	0.00		434.55	154,522.80
	11/01/2017	0.00		435.77	154,958.57
	12/01/2017	0.00		437.00	155,395.57
	1/01/2018	0.00		438.24	155,833.81
	2/01/2018	0.00		439.47	156,273.28
3	3/01/2018	79,680.83	74,473.36	440.71	77,033.16
	4/01/2018	0.00		217.24	77,250.40
	5/01/2018	0.00		217.85	77,468.25
	6/01/2018	0.00		218.47	77,686.72
	7/01/2018	0.00		219.09	77,905.81
	8/01/2018	0.00		219.71	78,125.52
	9/01/2018	0.00		220.32	78,345.84
	10/01/2018	0.00		220.94	78,566.78
	11/01/2018	0.00		221.57	78,788.35
	12/01/2018	0.00		222.19	79,010.54
	1/01/2019	0.00		222.82	79,233.36
	2/01/2019	0.00		223.45	79,456.81

IBM Credit LLC Lease Payment Schedule

Lessee Name: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Lease/Purchase Supplement No: 013965

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
4	3/01/2019	79,680.83	77,033.16	224.02	0.00
	4/01/2019	0.00		0.00	0.00
	5/01/2019	0.00		0.00	0.00
	6/01/2019	0.00		0.00	0.00
	7/01/2019	0.00		0.00	0.00
	8/01/2019	0.00		0.00	0.00
	9/01/2019	0.00		0.00	0.00
	10/01/2019	0.00		0.00	0.00
	11/01/2019	0.00		0.00	0.00
	12/01/2019	0.00		0.00	0.00
	1/01/2020	0.00		0.00	0.00
	2/01/2020	0.00		0.00	0.00
Totals:		318,723.32	303,186.04	15,537.28	

IBM Credit LLC Lease Payment Schedule

Lessee Name: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Lease/Purchase Supplement No: 013965

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XOT9 OEM OEM OTHER		
1	XSV2 OEM OEM SERVICES		

Totals: 303,186.04

Lessee: LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: _____

Authorized signature

Name (type or print):

Title (type or print):

Date: