



**Lexington-Fayette Urban County Government
 TRUE LEASE SCHEDULE NO. 001-6705564-007
 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 January 2, 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: [Dell Inc., One Dell Way, Round Rock, TX 78682]

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit "A"	See Exhibit "A"	TBD	\$89,757.33	48	TBD

Total Product Acquisition Cost: \$339,360.00

Rent is payable: **in advance**

Payment Period: **Annually**

* Lessee is responsible for applicable taxes, shipping, and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent, if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

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

1. TRUE LEASE: The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. END OF LEASE OPTIONS.

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

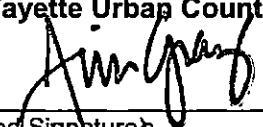
(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if 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 Exhibit "A".

Lexington-Fayette Urban County Government
(Lessee)

By: 
(Authorized Signature)
Jim Gray
(Name/Title)
NOV 01 2018
(Date)

DELL FINANCIAL SERVICES, L.L.C.
(Lessor)


By: 
(Authorized Signature)
VP Operations
(Name/Title)
10/15/2018
(Date)



Exhibit A

Lease Schedule 001-6705564-007

Equipment Location: 115 Cisco Rd, Lexington, KY 40504

OptiPlex 5060 MT - (QTY 480)

210-AOTS OptiPlex 5060 MT XCTO
338-BOBP Intel Core i5-8600 (6 Cores/9MB/6T/up to 4.3GHz/65W);
supports Windows 10/Linux
619-AHHY Windows 10 Home 64 English, French, Spanish
630-AAPK No Productivity Software
370-AEBK 8GB (1X8GB) 2666MHz DDR4 UDIMM Non-ECC
340-ABIG SSD as first boot drive
400-AWFS M.2 256GB SATA Class 20 Solid State Drive
773-BBBC M2X3.5 Screw for SSD/DDPE
401-AANH No Additional Hard Drive
490-BBFG Intel Integrated Graphics, Dell OptiPlex
325-BCXM DVD+/-RW Bezel
429-ABFH 8x DVD+/-RW 9.5mm Optical Disk Drive
379-BBHM No Media Card Reader
555-BBFO No Wireless LAN Card
340-AFMQ No Wireless Driver
492-BBFF No PCIe add-in card
329-BDRG OptiPlex 5060 Tower with 260W up to 85% efficient Power
Supply (80Plus Bronze)
580-AABG No Keyboard Selected
570-AAAF No mouse selected on your OptiPlex system
325-BCZQ No Cable Cover
379-BBCY No Additional Cable Requested
817-BBBC Not selected in this configuration
575-BBBI No Integrated Stand option
525-BBCL SupportAssist
640-BBLW Dell(TM) Digital Delivery Cirrus Client
658-BBMR Dell Client System Update (Updates latest Dell
Recommended BIOS, Drivers, Firmware and Apps)
658-BBRB Waves Maxx Audio
658-BCUV Dell Developed Recovery Environment

658-BDVO Software for OptPlex Systems
620-AALW OS-Windows Media Not Included
387-BBLW Energy Star
817-BBBB No FGA
461-AAEF Chassis Intrusion Switch Tower
650-AAAM No Anti-Virus Software
658-BBTV CMS Essentials DVD no Media
329-BBJL TPM Enabled
450-AAOJ System Power Cord (Philippine/TH/US)
551-BBBJ No Intel Responsive
389-CGBB Intel(R) Core(TM) i5 Processor Label
389-BCGW No UPC Label
340-AGIK Safety/Environment and Regulatory Guide (English/French 480 Multi-language)
461-AABF No CompuTrace
332-1286 US Order
340-CDZG Documentation, English, Spanish, Dell OptiPlex 5060
429-ABGY No External ODD
389-CXHR MT: EPA Regulatory LBL for Mexico
340-CDWT Ship Material for OptiPlex Tower
389-BBUU Shipping Label for DAO
631-ABRK Intel Standard Manageability
492-BCKH No Additional Video Ports
800-BBIO Desktop BTO Standard shipment
804-9043 Dell Limited Hardware Warranty Plus Service
804-9047 Onsite/In-Home Service After Remote Diagnosis 5 Years
364-1846 CFI Titan Code for CFI FIDA or Bypass SI
364-6797 CFI, Service, Software, Dell, CFI, RW, Install, Factory Install
365-0257 CFI Routing SKU
368-0001 Configuration Services
371-0950 CFI, Information, Optiplex, Only, Factory Install
372-9365 CFI, Information, Estar, CFI, Allowed, Factory Install
375-3088 CFI, Information, CSRouting, Eligible, Factory Install
368-1101 Time Definite Delivery Service for OptiPlex
368-1202 CFI, Information, Order Consolidation, Optiplex
368-1203 Configuration Services, Specific Trucksize Request,
Optiplex
368-1204 Liftgate Service for Optiplex
368-1207 Advance Delivery Notice for OptiPlex
368-1306 CFI, Information, Complete Destination Bundle, Optiplex
987-1539 Custom Operations PM Support

IT Asset Lease Return, Onsite data wipe & transportation (20 or more units) – (QTY 480)

903-0939 ARR, LEASE, ONSITE DATA WIPE, TRANSPORTATION,
CLIENT, MORE THAN 20 UNITS

Total Equipment Cost: \$339,360.00
Periodic Rent: \$89,757.33
LRF Asset: 0.26449

Total: \$
339,360.00