



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEASE PURCHASE SCHEDULE NO. 011-6705564-016
TO MASTER LEASE AGREEMENT NO. 6705564
(SOFTWARE AND/OR MAINTENANCE ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6705564 and any amendments, if applicable ("Agreement") DATED January 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 40601

<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	2 @ \$0.00, 18 @ 34,187.46	60	TBD

Total Product Acquisition Cost: \$543,175.50

Rent is payable: **In Advance**

Interest Rate: 4.83%

Payment Period: **Quarterly**

*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 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 comprising the Rent, and Purchase Price as of the applicable Purchase Date are shown in the chart on Exhibit "B", attached to and made a part hereof.

2. NATURE OF SCHEDULE. Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

3. PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES. The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's

ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 8 (Return); 10 (Alterations); 14(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 17 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Appropriation of Funds); 6 (Licensed Materials); 12 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); and 16 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. ADDITIONAL PROVISIONS. For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default or a non-appropriation pursuant to Section 5 with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional, subject to Lessee's right to non-appropriate pursuant to Section 5 of the Agreement. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that, except in the case of a non-appropriation pursuant to Section 5, it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, pursuant to applicable laws, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

5. ASSIGNMENT. 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 all applicable laws. 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.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products 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: 12/9/2021

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

By: David Barringer

Name: David Barringer

Title: Manager, Operations

Date: 12/08/2021



Opentext Data Archival Software & Implementation Services - On Prem - 5 Year Option

Prepared for:

Lexington-Fayette Urban County Government

Accounts Payable
200 E Main Street
Lexington, KY 40507

Mike Nugent
MNUGENT@LEXINGTONKY.GOV
(859) 367-4908

Contract Number:	Lead State Contract Number:	Quote Information:
WKU-553		Quote #: 004181 v2 Delivery Date: 12/03/2021 Expiration Date: 12/31/2021

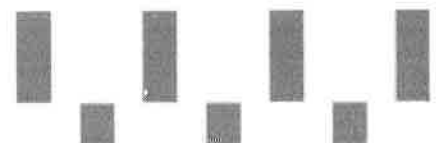
Opentext Data Archival Software & Implementation Services - On Prem - 5 Year Option

Item	Description	Price	Qty	Ext. Price
Software and 5 Year Maintenance & Support				
1000049009	Info Archive Software with 5 Years of Maintenance and Support	\$355,000.00	1	\$355,000.00
P3Software	P3 Archon Software with 5 Years of Maintenance and Support	\$76,275.00	1	\$76,275.00
Section Subtotal				\$431,275.00
Implementation Services				
VOLTASVCS	Data Archival Implementation Services per Volta SOW02471	\$108,900.50	1	\$108,900.50
VOLTASVCS	Data Archival User Training/Ad-Hoc Manager Training per Volta SOW02471	\$3,000.00	1	\$3,000.00
Section Subtotal				\$111,900.50

Please reference DFS Quote for Financing Proposal

Total: **\$543,175.50**

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.





LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Amortization Schedule 011-6705564-016
Exhibit B

Commencement Date TBD

Total Financed Amount		\$543,176.50			
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
	1	-	-	-	615,374.28
	2	-	-	-	615,374.28
	3	-	-	-	615,374.28
	4	-	(6,597.10)	6,597.10	615,374.28
	5	-	-	-	615,374.28
	6	-	-	-	615,374.28
TBD	7	34,187.46	27,510.23	6,677.23	581,186.82
	8	-	-	-	581,186.82
	9	-	-	-	581,186.82
TBD	10	34,187.46	27,844.36	6,343.10	546,999.36
	11	-	-	-	546,999.36
	12	-	-	-	546,999.36
TBD	13	34,187.46	28,182.54	6,004.92	512,811.90
	14	-	-	-	512,811.90
	15	-	-	-	512,811.90
TBD	16	34,187.46	28,524.83	5,662.63	478,624.44
	17	-	-	-	478,624.44
	18	-	-	-	478,624.44
TBD	19	34,187.46	28,871.27	5,316.19	444,436.98
	20	-	-	-	444,436.98
	21	-	-	-	444,436.98
TBD	22	34,187.46	29,221.93	4,965.53	410,249.52
	23	-	-	-	410,249.52
	24	-	-	-	410,249.52
TBD	25	34,187.46	29,576.84	4,610.62	376,062.06
	26	-	-	-	376,062.06
	27	-	-	-	376,062.06
TBD	28	34,187.46	29,936.06	4,251.40	341,874.60
	29	-	-	-	341,874.60
	30	-	-	-	341,874.60
TBD	31	34,187.46	30,299.65	3,887.81	307,687.14
	32	-	-	-	307,687.14
	33	-	-	-	307,687.14
TBD	34	34,187.46	30,667.65	3,519.81	273,499.68
	35	-	-	-	273,499.68
	36	-	-	-	273,499.68
TBD	37	34,187.46	31,040.13	3,147.33	239,312.22
	38	-	-	-	239,312.22
	39	-	-	-	239,312.22
TBD	40	34,187.46	31,417.12	2,770.34	205,124.76
	41	-	-	-	205,124.76
	42	-	-	-	205,124.76
TBD	43	34,187.46	31,798.70	2,388.76	170,937.30
	44	-	-	-	170,937.30
	45	-	-	-	170,937.30
TBD	46	34,187.46	32,184.91	2,002.55	136,749.84
	47	-	-	-	136,749.84
	48	-	-	-	136,749.84
TBD	49	34,187.46	32,575.80	1,611.66	102,562.38
	50	-	-	-	102,562.38
	51	-	-	-	102,562.38
TBD	52	34,187.46	32,971.45	1,216.01	68,374.92
	53	-	-	-	68,374.92
	54	-	-	-	68,374.92
TBD	55	34,187.46	33,371.90	815.56	34,187.46
	56	-	-	-	34,187.46
	57	-	-	-	34,187.46
TBD	58	34,187.46	33,777.22	410.24	-
	59	-	-	-	-
	60	-	-	-	-