

July 13, 2017

Rowan County Board of Education  
121 E. 2<sup>nd</sup> Street  
Morehead, KY 40351  
Attn: Mr. John Maxey

**STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT No.: 539769149500001 - Revised**  
**CUSTOMER PURCHASE ORDER No.: \_\_\_\_\_ (IF APPLICABLE)**

Thank you for selecting HP Financial Services Company (HPFS) to provide financing for your technology acquisition. As per the request of your HPFS representative, we have prepared the following the lease documents for review and execution by and appropriate authorized officers execute (or initial) where indicated by the red arrows.

**FAX EXECUTED DOCUMENTS TO 908-898-4817, ATTN: PUBLIC SECTOR**  
**THEN MAIL ORIGINALS TO: HPFS, 200 CONNELL DRIVE, SUITE 5000, BERKELEY HEIGHTS, NJ 07922**

1. ☒ ☐ **STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT**  
The Lease Agreement contains the terms and conditions of the lease arrangement between the Customer and HPFS.
2. ☒ ☐ **EQUIPMENT LISTING (REFER TO PROSYS QUOTE ATTACHED)**  
This document is the detailed description of the leased equipment to be attached to and incorporated into the Equipment Schedule as Exhibit A.
3. ☒ ☐ **BILLING INFORMATION FORM**  
This form should be completed by the Customer to ensure efficient delivery and payment of invoices.
4. **STOP** ☒ ☐ **ACCEPTANCE CERTIFICATE** [should be signed only after the you have RECEIVED the equipment]  
This document confirms that the Customer has received the Equipment, is satisfied with it and is ready to begin the Lease and start making payments.

Return to HPFS as soon as possible, together with the **Initial Payment of \$N/A**

- ☒ Federal Tax ID Number (**FEIN**): \_\_\_\_\_  
☒ Copy of Sales and Use Tax Exempt Certificate

Should you have any questions or comments regarding the enclosed documents or the procedure outlined above, please do not hesitate to contact me at 908-898-4637.

Sincerely,

*Donna L. Donovan*

Donna L. Donovan  
Customer Delivery Specialist  
HP Financial Services  
donovan@hpe.com  
EFax Number: 908-547-6797

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you, our customer**, which is the **Lessee** indicated below. When we use the words **we, us** and **our** in this Lease, we mean **Lessor, Hewlett-Packard Financial Services Company**. Our address is: **200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922**.

<b>CUSTOMER INFORMATION</b>	Lessee Name	Tax ID #			
	Rowan County Board of Education				
	Billing Street Address/City/County/State/Zip 121 E. 2 <sup>nd</sup> Street, Morehead, KY 40351	Phone No. (      )			
	Lease # 539769149500001				
<b>SUPPLIER INFORMATION</b>	Equipment Location Street Address/City/County/State/Zip To Be Provided by the Customer	Phone No. (      )			
	Schedule # 539769149500001				
	Supplier Name ("Supplier") Prosys	Phone No. (      )			
	Street Address/City/State/Zip 10200 Forest Green Blvd, Suite LL-3 Louisville, Kentucky 40223				
<b>EQUIPMENT DESCRIPTION</b>	Quantity Refer to Prosys Quote Attached	Make/Model			
<b>TERM AND LEASE PAYMENT SCHEDULE</b>	Lease Term (Months) 36	Lease Payment \$80,808.00	Documentation Fee N/A	Payment Timing (Check one) <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Arrears	Plus Applicable Taxes
	Additional Provisions: N/A		Latest Commencement Date August 31, 2017	Payment Frequency (Check one) <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other <u>Annually</u>	

## PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

## PART II

1. **TERMS AND CONDITIONS.** In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties.

2. **YOUR WARRANTIES TO US.** You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS**; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely chosen to lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES**; (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order,

or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. **YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees. You agree to pay us a documentation fee to be billed with the first Lease Payment to cover account setup and administrative costs.

8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. SUCCESSORS AND ASSIGNMENTS. **YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITHOUT NOTICE.** You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.

10. OWNERSHIP, TITLE AND SECURITY INTEREST. We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene our intent that this transaction constitute a true-lease transaction.

11. OPERATION AND MAINTENANCE; TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. **The Lessee agrees to keep and use this Equipment at facilities of the Lessee or as otherwise directed by the Lessee for educational purposes.** At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate,

insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any. Until we actually receive the equipment at the return location, this lease renews automatically from month to month, and you agree to continue to make lease payments in accordance with section 14 of this lease.

12. **RISK OF LOSS AND INSURANCE.** Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. **INDEMNITY.** You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. **END OF TERM OPTIONS.** If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis; (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect to purchase the Equipment or renew this Lease, we will use our reasonable judgement to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by us. **IF YOU DO NOT GIVE US SUCH WRITTEN NOTICE, THIS LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-MONTH TERMS THROUGH THE END OF THE CALENDAR MONTH FALLING AT LEAST SIXTY DAYS AFTER THE DATE YOU WILL HAVE DELIVERED TO US SUCH NOTICE. DURING ANY SUCH MONTH-TO-MONTH EXTENDED TERM, THE LEASE PAYMENTS WILL REMAIN THE SAME.** We may cancel any month-to-month renewal by sending you written notice 10 days' prior to the beginning of such month.

15. **COLLECTION CHARGES AND ATTORNEY'S FEES.** If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.05 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum,

such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. **DEFAULT.** You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty under this Lease; (e) an execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated a bankrupt or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the State and such proceeding is not dismissed within 60 days after filing.

17. **REMEDIES.** Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term of this Lease plus the present value of our anticipated residual interest in the Equipment, plus (ii) all other amounts due or that become due under this Lease; (c) immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. **SEVERABILITY.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

19. **RELEASES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; OR (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.**

20. **MITIGATION OF DAMAGES.** In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 3% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment., however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues or be forever barred.

21. **MISCELLANEOUS.** Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. **YOU EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY** so that trial shall be by and only to a court of

believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including renewals or extensions, will not exceed a total of 60 months. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

**STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT**  
**DELIVERY AND ACCEPTANCE CERTIFICATE**

Schedule No. 539769149500001

<b>CUSTOMER:</b> Rowan County Board of Education	<b>LESSOR:</b> HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
Address 121 E. 2 <sup>nd</sup> Street	Address 200 Connell Drive, Suite 5000
City/State/Zip Morehead, KY 40351	City/State/Zip Berkeley Heights, NJ 07922
Attention:	Attention: Donna L. Donovan

Capitalized terms which are not defined in this Certificate shall have the meanings given these terms in the Single Schedule State and Local Government Operating Lease Agreement and Schedule (together, the "Lease") numbered above.

In compliance with the terms and conditions of the Lease, you agree and notify us that all of the Equipment listed in the Lease has been delivered and is fully installed; that you have inspected the Equipment and all testing you have deemed necessary has been performed by you, the manufacturer of the Equipment or the Supplier; and as of the date of this Certificate, the Equipment is fully operational for your purposes and you are fully satisfied with the Equipment and the Supplier who sold you the Equipment.

The insurance policies required by Section 12 of the Lease have been obtained and are in full force and effect, and the subject Equipment is located at the equipment location identified in the Lease.

By executing this Delivery and Acceptance Certificate the Customer agrees to the Lease commencement date and first payment due date as set forth below.

**If the Lease Payments are due in advance, then the first Lease Payment shall be due on the Acceptance Date. If the Lease Payments are due in arrears, then the first Lease Payment shall be due at the end of the first Payment Frequency period as selected on the first page of the Lease.**

\_\_\_\_\_  
ROWAN COUNTY BOARD OF EDUCATION

X  
\_\_\_\_\_  
Customer's Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Acceptance Date

**NOTE: DO NOT SIGN AND RETURN THIS DOCUMENT UNTIL YOU HAVE RECEIVED ALL THE EQUIPMENT.**

THEN fax to: (908) 547-6797, Attn: Donna Donovan

NO COVER SHEET IS NECESSARY  
THEN MAIL THE ORIGINAL TO: 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

## BILLING INFORMATION REQUEST FORM - INVOICING INSTRUCTIONS

**Customer ID Number:** 5397691495

**Schedule Number:** 539769149500001

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

**BILL TO ADDRESS** : ( CUSTOMER LEGAL NAME): **Rowan County Board of Education**

Dept Name: \_\_\_\_\_

Address: 121 E, 2<sup>nd</sup> St.

City, State & Zip: Morehead, KY 40351

**BILLING CONTACT:**

First, M.I. and Last Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**PURCHASING CONTACT:**

First, M.I. and Last Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**PURCHASE ORDER NUMBER:** \_\_\_\_\_

Do your Invoices require PO numbers: ☐ YES ☐ NO

**FEDERAL TAX ID NUMBER:** \_\_\_\_\_

ARE YOU SALES/RENTAL TAX EXEMPT?

☐ YES (Please return a copy of your Sales and Use Tax Exempt Certificate with this Form). **IF NOT, YOU WILL BE ACCESSED TAXES ACCORDINGLY**

☐ NO

**POINT OF CONTACT FOR SURVEYS (from time to time we survey our customers to see HOW WE CAN BETTER SERVE YOUR NEEDS ETC)**

**First, M.I. and Last Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Customer Portal Administrator** \*\* The HP Financial Services Customer Portal is a free, web-based, self-service lease management tool, that provides 24 hour access to your lease portfolio in real time. The HPFS Customer Portal also aggregates your global lease information into a centralized tool and allows an administrator to manage internal user profiles.

**Customer Portal Administrator First, M.I. and Last Name:** \_\_\_\_\_

Name of individual who will control Portal access

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Some available features on The HP Financial Services Customer Portal include:**



- Authorize Cert. of Acceptance online
- Document Repository Single location for lease documents
- Asset Detail at parent/child level



- View Contract Information
- View Invoices
- Review End-of Lease Options
  - Accept End-of Lease Quotes



- Asset Detail Reports
  - Standard Reports
- Manage Custom Defined Data Online

There are 3 Levels of Access to the Portal and they are Administrator, Approver and General User Access.

**Administrator** has complete control over who has access to the portal and their level of access. You can also perform the following tasks:

- View and update personal profile information
- Add and manage individual user profiles and grant user access in the USER ADMIN section
- Notify individuals via email of admin, signatory or user access privileges

**Approver** access allows a user to approve documents within the portal for example Lease Acceptance Certificates in addition to all the reporting capabilities

**General User** access allows the user to the reporting features and to view the features of the tools but they cannot grant access to other colleagues or approve any documents.

**You will be granted access to the tool once you have identified who you would like to be the Administrator of your Customer Portal Account. Please let us know who you are designating and that person's contact information, name, phone # and email address**

For more information about the Customer Portal, please take a look at the Brochure and the Site Tour for a brief demonstration of the Tool.

- [Brochure](#)
- [Site Tour](#)

We look forward to working with you as you explore the new Customer Portal and appreciate your business.

**SIGNATURE AND DATE:** \_\_\_\_\_





**Prosys**  
10200 Forest Green Blvd  
Suite LL-3  
Louisville, Kentucky 40223  
United States  
<http://www.prosysis.com>  
(P) 800-726-1023  
(F) 859-887-8355

## Quotation (Open)

<b>Date</b> Mar 30, 2017 10:13 AM EDT	<b>Expiration Date</b> 2017-04-29
---	--------------------------------------

**Doc #**  
111167 - rev 1 of 1

**Description**  
HP Chromebook 11 G4 EE Qty 1200

**SalesRep**  
Wilson, Tricia  
(P) 859-887-8326 -Direct  
(F) 859-887-8355

**Customer Contact**  
Maxey, John  
(P) 606-784-8928  
[john.maxey@rowan.kyschools.us](mailto:john.maxey@rowan.kyschools.us)

**Customer**  
Rowan Co. BOE (RC0543)  
Maxey, John  
121 E. 2ND STREET  
MOREHEAD, KY 40351  
United States

**Bill To**  
Rowan Co. BOE  
Maxey, John  
499 Viking Drive  
Morehead, KY 40351  
United States  
[andrew.maxey@rowan.kyschools.us](mailto:andrew.maxey@rowan.kyschools.us)

**Ship To**  
Rowan Co. BOE  
Maxey, John  
499 Viking Drive  
Morehead, KY 40351  
United States

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> Other None
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
1	HP Chromebook 11 G4 Education Edition - Celeron N2840 / 2.16 GHz - Chrome OS - 4 GB RAM - 16 GB eMMC - 11.6" TN 1366 x 768 ( HD ) - HD Graphics - Wi-Fi - black (keyboard)	V2W30UT#ABA	1200	\$159.00	\$190,800.00
2	Electronic HP Care Pack Pick-Up and Return Service Extended service agreement - parts and labor - 3 years - pick-up and return - for Chromebook 11 G2, 11 G3, 11 G4, 11 G5, 13 G1, 14, 14 G1, 14 G3, 14 G4; Stream Pro 11	UQ990E	1200	\$29.00	\$34,800.00
3	Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU	1200	\$25.00	\$30,000.00

Subtotal: \$255,600.00  
Tax (0.000%): \$0.00  
Shipping: \$0.00  
**Total: \$255,600.00**