

BOONE COUNTY BOARD OF EDUCATION LEASE PURCHASE SCHEDULE NO. 810-6708184-012 TO MASTER LEASE AGREEMENT SCHEDULE NO. 548331-2513

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 548331-2513 ("Agreement") DATED JUNE 17, 2014 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND BOONE COUNTY BOARD OF EDUCATION ("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]

Product	Product	<u>Lessee Purchase</u>	<u>Primary Term</u>	Commencement
Description	Location	<u>Order No.</u>	(Mos.)	<u>Date</u>
See Exhibit 'A'	See Exhibit 'A'	1909690	36	August 1, 2019

Rent is payable: in advance

Payment Period: Annual

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.

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;
- (I) 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

Reference: Master Lease Schedule TELP Page 2 of 3

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".

BOONE COUNTY BOARD OF EDUCATION	
"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By:	
	By:
Name:	
	Name:
Title:	
	Title:
Date:	
	Date:

BOONE COUNTY BOARD OF EDUCATION Amortization Schedule Schedule 810-6708184-012 Exhibit B

										-
Opening	ning Balance	RENT	=	NTEREST	Ь	PRINCIPAL		Balance	PURCHASE PRICE	
\$ 5	56,231.04	\$ 20,189.19	Ş	-	ş	20,189.19	ş	36,041.85	\$ 37,728.78	
\$ 3	36,041.85	\$ \$ 61.89.15	\$	2,854.77	Ş	2,854.77 \$ 17,334.42	ş	18,707.43	\$ 20,394.36	
\$	18,707.43	\$ \$ 61.89.19	\$	1,481.76	ς٠	1,481.76 \$ 18,707.43	ş	(00:00)		

BOONE COUNTY BOARD OF EDUCATION

LEASE SCHEDULE

No.810-6708184-012

EXHIBIT A

Commencement Date: 8/1/2019

Termination Date: ########

UNION KY ##### Periodic Rent Total Equipment Cost Equipment Location 10435 US HWY 42 Item Description 210-ANMY JVY32X2 Dell Latitude 5590 XCTO 210-ANMY C2Z32X2 Dell Latitude 5590 XCTO 210-ANMY 41N12X2 Dell Latitude 5590 XCTO 210-ANMY 9YW32X2 Dell Latitude 5590 XCTO 210-ANMY HGL02X2 Dell Latitude 5590 XCTO 210-ANMY 9TP22X2 Dell Latitude 5590 XCTO 210-ANMY 8TY32X2 Dell Latitude 5590 XCTO Item # Service Tag ð Н PO # DELL Order #

LRF Asset

210-ANMY		90 хСТО	10435 US HWY 42	
210-ANMY	C8W32X2 Dell Latitude 5590 XCTO	90 XCT O	10435 US HWY 42	_
210-ANMY	B6142X2 Dell Latitude 5590 XCTO	о хсто	10435 US HWY 42	
210-ANMY	B38V1X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	3LX32X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	3QY32X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	CHX32X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	7DY32X2 Dell Latitude 5590 XCTO	о хсто	10435 US HWY 42	
210-ANMY	64R12X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	5GX32X2 Dell Latitude 5590 XCTO	юхсто	10435 US HWY 42	
210-ANMY	59KW1X2 Dell Latitude 5590 XCTO	юхсто	10435 US HWY 42	
210-ANMY	3FV12X2 Dell Latitude 5590 XCTO	юхсто	10435 US HWY 42	
210-ANMY	C5SS1X2 Dell Latitude 5590 XCTO	юхсто	10435 US HWY 42	
210-ANMY	5F412X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	42R12X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
210-ANMY	2HY32X2 Dell Latitude 5590 XCTO	юхсто	10435 US HWY 42	
210-ANMY	1WP22X2 Dell Latitude 5590 XCTO	юхсто	10435 US HWY 42	
210-ANMY	JQY32X2 Dell Latitude 5590 XCTO	ю хсто	10435 US HWY 42	
379-BCXF	8th Gen Intel Con	8th Gen Intel Core i5-8250U Processor (Q		
619-AKCZ	Win10 Pro 64bit I	Win10 Pro 64bit Nat'i Aca Std. K12 EDU o		
658-BCSB	Microsoft(R) Office 30 Days Trial	ce 30 Days Trial		
525-0061	Dell Endpoint Sec	Dell Endpoint Security Suite Enterprise,		
807-9601	ProSupport for Sc	ProSupport for Software, Dell Endpoint S		

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48	338-BNGU	Intel(R) Core(TM) i5-8250U Processor Bas
48	631-ABNR	No Out-of-Band Systems Management
48	370-ADIB	8GB, 1x8GB, DDR4 2400MHz Memory
48	400-ASJL	M.2 128GB SATA Class 20 Solid State Driv
48	575-BBKU	M.2 SSD SATA Hard Drive Bracket
48	320-BCJS	Non-Touch LCD Back Cover with WLAN anten
48	325-BCTN	Non-Touch LCD bezel+RGB(HD) camera+Mic
48	391-BDKM	15.6" HD (1366 x 768) Non-Touch LCD
48	583-BEFB	Dual Pointing Non-backlit Keyboard with
48	570-AADK	No Mouse
48	555-BDUH	Intel Dual-Band Wireless-AC 8265 Wi-Fi +
48	555-BDGD	Intel Dual Band Wireless AC 8265 (802.11
48	362-BBBB	No Mobile Broadband Card
48	451-BBXU	Primary 3-cell 51W/HR Battery
48	492-BBXF	65W AC Adapter, 7.4mm Barrel
48	346-BCPE	Dual Point Palmrest with Smart Card only
48	650-AAAM	No Anti-Virus Software
48	620-ААОН	No Media
48	452-BBSE	No Docking Station
48	817-BBBB	No FGA
48	450-AAEJ	US Power Cord
84	525-0131	Dell Command / Power Manager (DCPM)
48	525-BBCL	SupportAssist

roSupport: 7x24 Technical Support, 3 Ye	roSupport: Next Business Day Onsite, 1	roSupport: Next Business Day Onsite, 2	Accidental Damage Service, 3 Years	Kit - Dell Universal Dock - D6000
ProSupport: 7x	ProSupport: Ne	ProSupport: Ne	Accidental Dam	Kit - Dell Univer
997-8344	997-8349	997-8354	815-9459	452-BCYT
48	48	48	48	48

(excluding applicable taxes)

UNION KY #### 0.35904

\$56,231.04 10435 US HWY 42

\$20,189.19

1909690 494363475

\$56,231.04

Totals: \$20,189.19

NOTICE

IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the "Preparer".

Additionally, the IRS does not allow the Preparer to execute the Filing until after the Lease is fully executed.

Accordingly, please execute the Lease Schedule first, then execute your 8038 filing after that, returning both documents to us. By returning both fully executed documents to us, you represent that you executed the 8038 only after your Lease Schedule was fully in effect and executed.

Please contact your Lease Representative should you have any questions or concerns.

Form **8038-GC**

Internal Revenue Service

(Rev. January 2012)
Department of the Treasury

Governmental Bond Iss

Under Interior

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part	311	Reporting Authority Ch	eck	(od	(IT A	mende	d Re	eturn ▶	
1 ls:	1 Issuer's name 2 Issuer's employer identification number (EIN)							(EIN)	
		NTY BOARD OF EDUCATION	6	•	1 6	0	0	1 2	5 2
3 Number and street (or P.O. box if mail is not delivered to street address)							Ro	oom/suite	
8330 L									
4 Cit	ty, town,	or post office, state, and ZIP code	5	Rep	ort nui	mber <i>(Foi</i>	r IRS (Use Only)	
FLORE	ENCE, I	XY 41042							
6 Nar	me and ti	e of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7	Telep	ohone r	number of	officer	or legal repres	entative
Dell Fi		Services, LLC Dell Financial Services Lease 810-6708184-012				512-7	/28-3	283	
Part		Description of Obligations Check one: a single issue 🔽 or a consolid	late	d re	eturr				
8a	Issue	price of obligation(s) (see instructions)				8a		\$56,23	1 04
b		date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy	fori	mat	(for				
	exam	ole, 01/01/2009) (see instructions) ►							
9	Amou	nt of the reported obligation(s) on line 8a that is:							
а		ases for vehicles				9a			
b		ases for office equipment				9b		\$56,23	1 04
С	For le	ases for real property				9с			
d		ases for other (see instructions)				9d			
е	For b	ank loans for vehicles				9e			
f		ank loans for office equipment				9f		. +:	
g		ank loans for real property				9g			
h	For b	ank loans for other (see instructions)				9h			
i		to refund prior issue(s)				9i			
j	Repre	senting a loan from the proceeds of another tax-exempt obligation (for example, bond	ban	k)		9j			
k	Other					9k			
10		ssuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer excep							
11		ssuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see	inst	ruct	ions)				
12	Vend	or's or bank's name: Dell Financial Services, LLC							
13	Vend	or's or bank's employer identification number: 7 4 2 8	2		5		8	2	8
Cian	atur	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statemer true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return informat	nts, a tion. a	nd to as ned	the be	st of my k	enowle	dge and belief	f, they are
	atur	that I have authorized above.						, , , , , , , , , , , , , , , , , , , ,	(-)
and		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \							
Cons	sent	<u> </u>	_						
		Signature of issuer's authorized representative Date	Тур	oe or	print r	name and			
Paid		Print/Type preparer's name Preparer's signature Date				neck 🔲	IT	PTIN	
Prep	arer			_	se	elf-emplo	yed		
Use (Only	Firm's name ► Dell Financial Services LLC		_	m's El			742825828	
		Firm's address ► One Dell Way Round Rock TX 78682		Ph	one no). 			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



July 02, 2019

BOONE COUNTY BOARD OF EDUCATION 8330 US 42 FLORENCE KY 41042

Dear BOONE COUNTY BOARD OF EDUCATION:

For the contract(s) attached, we are providing the billing information detail Dell Financial Services presently has on file. To ensure we have set your account up properly in our systems, please review the information below.

Where billing preferences have changed, please provide Dell Financial Services with the updated detail. If all billing information remains accurate, no further action is necessary to affirm your preferences.

We look forward to working with you and your team to form a long lasting relationship.

Current information on file	Requested change:
Billing Address 8330 US 42	
FLORENCE KY 41042	
Contact Information contact name: MILDRED SCHERDER	
contact email: mildred.scherder@Boone.KYSchools.us contact phone: 859 282-2359	
Invoice Option invoice code: Contract invoice format: Paper Detailed Invoice	
invoice format. Laper Detailed invoice	

Thank you again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact me.

Deanna Chapman