



Dell Financial Services

**BOONE COUNTY BOARD OF EDUCATION
LEASE PURCHASE SCHEDULE NO. 810-6708184-022
TO MASTER LEASE AGREEMENT 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: SJN DATA CENTER, LLC, 4620 WESLEY AVE, CINCINNATI, OH 45212

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	48	TBD

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 are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. 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;

(l) 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 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"

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

Dell Financial Services



BOONE COUNTY BOARD OF EDUCATION
Amortization Schedule 810-6708184-022
Exhibit B

Commencement Date TBD		\$108,851.95				
Total Financed Amount						
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE	
TBD	1	\$ 30,444.80	\$ 30,444.80	\$ -	\$ 91,334.40	
TBD	2	\$ 30,444.80	\$ 24,143.38	\$ 6,301.42	\$ 60,889.60	
TBD	3	\$ 30,444.80	\$ 26,083.74	\$ 4,361.06	\$ 30,444.80	
TBD	4	\$ 30,444.80	\$ 28,180.03	\$ 2,264.77	\$ -	

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.



ENCORE TECHNOLOGIES

4620 Wesley Avenue,
Cincinnati, OH 45212
Phone: 513.493.4626

Quotation

Number: 49296

Date: 04/14/2023

Quote prepared for: Daryl Alexander

Bill To:
Daryl Alexander
Boone County Board of Ed Ref: 00618
8330 US Hwy 42
Florence, KY 41042
Phone: (859)282-2550
Email: daryl.alexander@boone.kyschools.us

Ship To:
Daryl Alexander
Boone County Board of Ed
8330 US Hwy 42
Florence, KY 41042

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	210-BGBM	Dell Latitude 5540 XCTO Base 13th Generation Intel® Core™ i5-1350P vPro, 12 MB cache, 12 cores, up to 4.7 GHz Windows 10 Pro (Includes Windows 11 Pro license), Natl Aca STANDARD. K12 EDU only. MSFT LOE Approval Intel 13th Generation i5-1350P vPro, Intel Integrated Graphics, Thunderbolt Intel vPro Enterprise Technology Enabled 8 GB, 1 x 8 GB, DDR5, 4800 MT/s, single-channel M.2 2230 PCIe Gen4x4 256GB SSD Class 35 15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN FHD RGB Camera English US backlit keyboard with numeric keypad, 99-key Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card 3- cell, 54Wh Battery, Express Charge Capable 100W AC adapter, USB Type-C, TCO Gen9 compliant Single Pointing, No Palmrest Security Options 4 Years ProSupport Plus with Next Business Day Onsite Service Consult-Infrastructure Consulting Services,Dell Instructor-Led Prof Learning Voucher-1 yr expiration Mfr: DELL TECHNOLOGIES	\$ 1,016.30	87	\$ 88,418.10
*2	210-AZBM	Dell Dock – WD19S 130w Power Delivery – 180w AC Advanced Exchange Service, 4 Years Mfr: DELL TECHNOLOGIES	\$ 197.78	87	\$ 17,206.86
*3	P131-06N	Tripp Lite 6in HDMI to VGA Adapter Converter with Audio Video for Ultrabook / Laptop / Desktop 6" - 1920x1200/1080P - TAA Compliance Mfr: TRIPP LITE UNSPSC : 26121604	\$ 22.31	87	\$ 1,940.97
*4	210-BGBF	Dell Latitude 5340 XCTO Base 13th Generation Intel® Core™ i5-1345U vPro, 12 MB cache, 10 cores, up to 4.7 GHz Windows 10 Pro (Includes Windows 11 Pro license), Natl Aca STANDARD. K12 EDU only. MSFT LOE Approval Intel Integrated Graphics Intel vPro Enterprise Management Enabled 8GB LPDDR5/x Onboard Memory, 4800MHz (dual channel) 256 GB, M.2, PCIe NVMe, SSD, Class 35 2-in-1 13.3" FHD (1920x1080) Touch, AR+AS, IPS, 300 nits, FHD Cam, WLAN, Penn Supp, GGDx FHD RGB Camera English US backlit keyboard, 79-key Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card 3- cell, 54Wh Battery, Express Charge Capable 100W AC adapter, USB Type-C, EPEAT Single Pointing, No Palmrest Security Options 4 Years ProSupport Plus with Next Business Day Onsite Service Consult-Infrastructure Consulting Services,Dell Instructor-Led Prof Learning Voucher-1 yr expiration Mfr:	\$ 1,286.02	1	\$ 1,286.02
4 item(s)			Sub-Total	\$ 108,851.95	
			Tax @ 0%	\$ 0.00	
			Freight	\$ 0.00	
			Total	\$ 108,851.95	
** Tax and Freight Not Included In Total **					

Quote Valid Until: 05/31/2023



ENCORE TECHNOLOGIES

4620 Wesley Avenue,
Cincinnati, OH 45212
Phone: 513.493.4626

Quotation

Number: 49296

Date: 04/14/2023

Quote prepared for: Daryl Alexander

Statement of Confidentiality

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal to the extent permitted by law. If a contract is awarded to Encore as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by Encore. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.

Prepared by: Hans Roedig

Email: Hans.Roedig@encore.tech

Phone: 513.493.4626



DELL FINANCIAL SERVICES LEASE PROPOSAL
Boone County BOE (Cooper HS)
April 10, 2023

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below. The lease quote provided below outlines only a few of the options available to you through DFS programs. If the information does not meet your needs, please let us know and we will work with you to tailor a lease program that does. Thank you for your interest in Dell Financial Services.

Sincerely,

Missy Totten

Dell Financial Services

512-724-5095

missy.totten@dell.com

LEASE PROGRAM: Fair Market Value

Quote #	Equipment	Unit Price	Qty.	Total Amount Financed	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments
: 48908	Latitude 5540 XCTO Base	\$ 1,016.30	87	\$ 88,418.10	Annual	48	0.26232	\$ 23,193.84
	I Dock - WD19S 130w Powe	\$ 197.78	87	\$ 17,206.86	Annual	48	0.26232	\$ 4,513.70
	Latitude 5340	\$ 1,286.02	1	\$ 1,286.02	Annual	48	0.26232	\$ 337.35
				\$ 106,910.98				
								\$ 28,044.89
48645.0	Latitude 5540 XCTO Base	\$ 1,016.30	87	\$ 88,418.10	Annual	48	0.26232	\$ 23,193.84
	HDMI to VGA Adapter	\$ 22.31	87	\$ 1,940.97	Annual	48	0.26232	\$ 509.16
	I Dock - WD19S 130w Powe	\$ 197.78	87	\$ 17,206.86	Annual	48	0.26232	\$ 4,513.70
	Latitude 5340	\$ 1,286.02	1	\$ 1,286.02	Annual	48	0.26232	\$ 337.35
				\$ 108,851.95				
								\$ 28,554.04

END OF LEASE OPTIONS:

Fair Market Value

Options available to lessee upon completion of the base lease term are as follows:

- 1) Exercise the option to purchase the products for its then fair market value.
- 2) Return all products to lessor at lessee's expense. Or 3) Renew the Lease on a fair market renewal basis.

LEASE PROGRAM: \$1 Buyout Tax Exempt Lease Purchase

Quote #	Equipment	Unit Price	Qty.	Total Amount Financed	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments
: 48908	Latitude 5540 XCTO Base	\$ 1,016.30	87	\$ 88,418.10	Annual	48	0.27969	\$ 24,729.66
	I Dock - WD19S 130w Powe	\$ 197.78	87	\$ 17,206.86	Annual	48	0.27969	\$ 4,812.59
	Latitude 5340	\$ 1,286.02	1	\$ 1,286.02	Annual	48	0.27969	\$ 359.69
				\$ 106,910.98				
								\$ 29,901.93
48645.0	Latitude 5540 XCTO Base	\$ 1,016.30	87	\$ 88,418.10	Annual	48	0.27969	\$ 24,729.66
	HDMI to VGA Adapter	\$ 22.31	87	\$ 1,940.97	Annual	48	0.27969	\$ 542.87
	I Dock - WD19S 130w Powe	\$ 197.78	87	\$ 17,206.86	Annual	48	0.27969	\$ 4,812.59
	Latitude 5340	\$ 1,286.02	1	\$ 1,286.02	Annual	48	0.27969	\$ 359.69
				\$ 108,851.95				
								\$ 30,444.80

END OF LEASE OPTIONS:

\$1 BUYOUT LEASE OPTION

Option available to lessee upon completion of the base lease term are as follows:

Exercise the option to purchase the products for \$1.00.

LEASE QUOTE: The Lease Quote is exclusive of interim rental, shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please fax a copy of your Exemption Certificate with the Lease Contract.

PURCHASE ORDER: The Purchase Order will be made out to Dell Financial Services, One Dell Way, RR3 / MS8468, Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

APPROPRIATION COVENANT: The Lease shall contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

DOCUMENTATION: Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

PROPOSAL VALIDITY/APPROVALS: This is a proposal based upon market conditions and is valid for 60 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.