

## OKLAHOMA FISCAL FUNDING ADDENDUM

This Addendum to that certain Lease Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of \_\_\_\_\_, 2026, between **IMAGENET CONSULTING, LLC.** (together with its successors and assigns, "Lessor"), and **Oklahoma County Criminal Justice Authority** (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

**New Unnumbered Section - Lease of Equipment.** Lessor hereby demises, leases and lets the equipment / system (the "Equipment") to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, on a monthly basis for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and, unless earlier terminated as expressly herein provided, shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued by mutual ratification of Lessee and Lessor, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. The Maximum Lease Term is defined as the Original Term and all Renewal Terms through the Renewal Term which includes the last payment date as set forth on the payment schedule of the Agreement (the "Payment Schedule"). This Agreement shall terminate at the end of the then current Original Term or Renewal Term unless this Agreement is renewed by mutual ratification of Lessee and Lessor in accordance with the provisions of 62 O.S. Section 430.1 and, if Lessee is a school district, 70 O.S. Section 5-117(B). Lessee shall deliver written notice to Lessor of its ratification of or failure to ratify this Agreement at least ninety (90) days prior to the end of each Renewal Term. Lessor hereby ratifies the continuation of this Agreement through the Maximum Lease Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the payments ("Payments") shall be as provided in the Payment Schedule.

**New Unnumbered Section - Termination of Lease Term.** The Lease Term shall terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Agreement in the event of nonratification;
- (b) the exercise by Lessee of the option to purchase the Equipment as set forth in the Agreement and payment of all amounts payable in connection therewith;
- (c) an Event of Default by Lessee and Lessor's election to terminate this Agreement;
- (d) the payment by Lessee of all Payments authorized or required to be paid by Lessee during the Maximum Lease Term; or
- (e) the governing body of Lessee certifies that the continuance of this Agreement is unnecessary and contrary to the public interest.

**New Unnumbered Section - Continuation of Lease Term.** Lessee currently intends, subject to nonratification, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Payments during the Original Term and each of the Renewal Terms can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to ratify this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

**New Unnumbered Section - Nonratification.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify this Agreement for the Renewal Term following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of its ratification or termination of this Agreement at least ninety (90) days prior to the end of the then current Original Term or Renewal Term. Failure to give notice of such termination will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations to be specified by Lessor.

**New Unnumbered Section - Representations and Covenants of Lessee.** Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

LESSEE AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

**IMAGENET CONSULTING, LLC**  
(LESSOR)

**Oklahoma County Criminal Justice Authority**  
(LESSEE)

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

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

(SEAL)

Lease Number: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_