

**OKLAHOMA COUNTY, OKLAHOMA
TRUE LEASE SCHEDULE NO. 001-6860558-146
TO MASTER LEASE AGREEMENT NO. 561354-88989**

THIS SCHEDULE, ENTERED INTO BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") and OKLAHOMA COUNTY, OKLAHOMA ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO 561354-88989("Agreement") DATED July 20, 2023 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND STATE OF OKLAHOMA BY AND THROUGH THE OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES ("OMES"), as provided for under Oklahoma Contract number ITSW 1020D, awarded via Solicitation No. 0900000560, between Dell Marketing, L.P. and the State of Oklahoma by and through the Office of Management and Enterprise Services effective as of July 20, 2023.

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 Equipment described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

EQUIPMENT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

EQUIPMENT SELLER: Dell Marketing L.P. One Dell Way Round Rock TX 78682

<u>Equipment Description</u>	<u>Equipment Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Initial Schedule Term (Mos.)</u>	<u>Commencement Date***</u>
See Exhibit A	See Exhibit A	TBD	\$5,560.20	36	TBD

Total Equipment Acquisition Cost: \$196,751.60

Rent is payable: Arrears

Payment Period: Monthly

* 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 Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply to this Schedule in addition to the provisions in the Agreement:

1. TRUE LEASE: The parties intend for this lease to constitute a true lease of Equipment under the UCC and all applicable laws. If this Schedule is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Equipment are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Schedule that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Schedule Term."

2. END OF LEASE OPTIONS.

(a) Provided that no Event of Default has occurred and is continuing, and at least ninety (90) days but no more than 180 days prior to the expiration of the initial Schedule Term (the "Expiration Date"), Lessor shall notify Lessee of the following end of lease options:

- (i) purchase all of the Equipment at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Equipment in accordance with the Agreement.

If Lessee desires to exercise one of the above options, it shall give Lessor irrevocable written notice of its intention to exercise such option at least ninety (90) days (but no more than one hundred and eighty (180) days) before the Expiration Date.

(b) If Lessee exercises the option to purchase the Equipment then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Equipment to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value (as defined below) purchase price shall be paid no later than the last business day on or before the last day of the initial Schedule Term. The "Fair Market Value" shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Equipment. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Schedule Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) In addition to the terms set forth in Subsection 13 of the Agreement, and regardless of whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Equipment or renew the Schedule as required above, the Schedule Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the initial Schedule Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Equipment (to take effect on the next Rent payment date that is at least thirty (30) days after the notice is received by Lessor) and (ii) either returns or purchases all of the Equipment in accordance with the end of lease options set forth above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Equipment, the Schedule and associated Rent for the Equipment that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence. Notwithstanding the foregoing, no such extension shall exceed a three-year period.

3. SECTION 30. MISCELLANEOUS.

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent this Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (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, and upon such substitution of the missing pages, shall provide Lessee with a complete copy of the fully executed Document. 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."

4. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Equipment from time to time if necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

OKLAHOMA COUNTY, OKLAHOMA
(Lessee)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)



Josh Plunkett
Senior Manager, Operations
Dell Technologies | Financial Services

REVIEWED
By Janice Farmer at 8:47 am, Oct 11, 2024

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No. 001-6860558-146 dated as of October 11, 2024 between Dell Financial Services L.L.C. ("Lessor") and OKLAHOMA COUNTY, OKLAHOMA ("Lessee") under Master Lease Agreement No. 561354-88989 dated as of July 20, 2023 between Dell Financial Services L.L.C and State of Oklahoma by and through the Office of Management and Enterprise Services ("OMES"), pursuant to Oklahoma Contract number ITSW 1020D, awarded via Solicitation No. 0900000560, between Dell Marketing, L.P. and the State of Oklahoma by and through the Office of Management and Enterprise Service effective as of July 20, 2023.

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above-mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20__

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE: OKLAHOMA COUNTY, OKLAHOMA

BY: _____

NAME: _____

TITLE: _____

DATE: _____