

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**ARESOLUTION** authorizing the County Executive to execute a Lease Purchase Schedule No. 1 to Master Lease Agreement No. 2009-182 and the Notice and Acknowledgment of Assignment relating to the financing and implementation of the VoIP telephone system.

**RESOLUTION #17297**, May 20, 2010

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, by Resolution 17008, dated September 14, 2009, the Legislature did authorize the award of a contract for a VoIP telephone system to SKC Communications of Shawnee Mission, KS, the award of a contract for financing of the telephone system to Avaya Financial Services of Lisle, IL, at a total cost to the County not to exceed \$1,468,224.00, with \$40,784.00 payable for the 2009 fiscal year, under the terms and conditions of Request for Proposal No. 46-08; and,

WHEREAS, by Resolution 17052, dated October 26, 2009, the Legislature did partially rescind Resolution 17008, dated September 14, 2009, withdrawing award to Avaya Finance Services of Lisle, IL, for financing for the VoIP telephone system, and awarding the financing of the VoIP telephone system to NFS Leasing, Inc. Of Chicago, IL, at a cost to the County not to exceed \$1,413,579.68, with \$42,668.88 payable for the 2009 fiscal year; and,

WHEREAS, due to changing schedules it is necessary to change the commencement date of January 1, 2010 to March 1, 2010 by execution of the attached Lease Purchase Schedule No. 1 to Master Lease Agreement No. 2009-182; and,

WHEREAS, pursuant to Section 20 of the Master Lease Purchase Agreement, NFS Leasing, Inc. is electing to assign the lease to Dell Financial Services, LLC, One Dell Way, Mailstop RR3-56, Round Rock, Texas 78682 and requires execution of the attached Notice and Acknowledgment of Assignment - Sale of Lease and Equipment with future lease payments to be made by County to Dell Financial Services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is hereby authorized to execute the attached Lease Purchase Schedule No. 1 to Master Lease Agreement No. 2009-182 and the attached Notice and Acknowledgment of Assignment - Sale of Lease and Equipment, in a form to be approved by the County Counselor.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Patricia Tellin  
Deputy/Assistant County Counselor

William L. Stipan  
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17297 of May 20, 2010, was duly passed on May 24, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

5.25.10  
Date

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

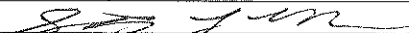
**REQUEST FOR LEGISLATIVE ACTION**

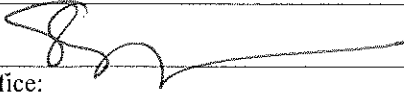
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 17297

Sponsor(s): Scott Burnett

Date: May 24, 2010

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Changing the commencement date of the VoIP Lease, and Notice of Reassignment</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="326 527 1206 877"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item :</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): None          Prior Year Actual Amount Spent (if applicable): None</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item :	\$0.00	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item :	\$0.00										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #17052 October 26<sup>th</sup> 2009 <b>R#17008</b></p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Stephen L. Marsh Director, IT 881-4584</p>										
REQUEST SUMMARY	<p>The initial approval of the VoIP project had a commencement date of January 1, 2010. Because of changing schedules, the commencement date needs to be changed to March 1, 2010. This item does not change the cost, or payments of the lease as previously authorized. Original executed Master Lease Document is attached.</p> <p>Also included is a notice of assignment. NFS Leasing is assigning the lease to <b>Dell Financial Services, LLC, One Dell Way, Mailstop RR3-56, Round Rock, Texas 78682 Attn: Kathleen Mandlebaum. This will require payments be made to Dell Financial, as opposed to NFS Leasing.</b></p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Jackson Co - Public LP Schedule (030110 start).pdf          Jackson Co - Notice and Acknowledgement.pdf          x-Jackson Co - Sch 2009-182-1.pdf</p>										
REVIEW	<p>Department Director:  Date: 5/19/10</p>										

	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 5/19/10
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY, MISSOURI  
LEASE PURCHASE SCHEDULE NO. 1  
TO MASTER LEASE AGREEMENT NO. 2009-182

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 2009-182 ("Agreement") DATED December 8, 2009 BETWEEN NFS LEASING, INC. ("Lessor") AND JACKSON COUNTY, MISSOURI ("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: SKC Communication Products, Inc., 8320 Hedge Lane Terrace, Shawnee Mission, KS 662270

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
Avaya, HP Procurve Solution,	See Exhibit A	NA	36	March 1, 2010

Rent is payable:  in advance;  in arrears [specify]

Payment Period:  Monthly  Quarterly  Annually  Other (specify \_\_\_\_\_)

\* 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 in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

### 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 and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

See Exhibit B – attached.

#### 2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, 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.

**3. COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

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".

**JACKSON COUNTY, MISSOURI**  
(Lessee)

**NFS LEASING, INC.**  
(Lessor)

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name/Title)

Mark Blaisdell -- VP Finance  
(Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Jackson Co - Exhibit A - 2009-182-1 (051910)

Location	Street Address	City	State	Zip	Equipment/Software	Shipping	Total Price	Invoice #
					Price			
Family Support	324 E. 11th St.	Kansas City	MO	64106	\$13,641.01	\$485.62	\$14,126.63	INV8771052
	34900 Old US 40 Hwy, PO Box 160	Grain Valley	MO	64029	\$12,425.95	\$333.62	\$12,759.57	INV8771053
Public Works VSC	303 W. Walnut St.	Independence	MO	64050	\$37,652.70	\$730.00	\$38,382.70	INV8771054
Public Works Admin	3100 Walnut	Independence	MO	64050	\$5,692.77	\$272.95	\$5,965.72	INV8771055
3100 Main	415 E. 12th St.	Kansas City	MO	64106	\$16,593.97	\$291.06	\$16,885.03	INV8771056
Assessment Office	308 W. Kansas	Independence	MO	64050	\$54,854.41	\$1,756.34	\$56,610.75	INV8771057
Courthouse Annex	660 E. 24th St.	Kansas City	MO	64108	\$12,827.89	\$157.30	\$12,985.19	INV8771058
Medical Examiner	2729 Gillham Rd.	Kansas City	MO	64108	\$15,521.06	\$576.82	\$16,097.88	INV8771059
Kemp Bldgs	1300 Cherry	Kansas City	MO	64106	\$41,486.41	\$1,409.78	\$42,896.19	INV8771060
Corrections	1305 Locust	Kansas City	MO	64106	\$56,871.63	\$950.42	\$57,822.34	INV8771061
Circuit Court IT	201 W. Lexington	Independence	MO	64050	\$9,635.24	\$370.10	\$10,005.35	INV8771062
Indep Legislative Office	415 E. 12th St.	Kansas City	MO	64106	\$690,777.30	\$7,793.00	\$698,570.30	INV8771063
Main Courthouse	21001 E. 24 Hwy.	Independence	MO	64055	\$12,942.13	\$467.38	\$13,409.51	INV8771064
McCune School	3400 S. Lee's Summit	Kansas City	MO	64136	\$17,764.48	\$643.70	\$18,408.18	INV8771065
Hilltop School	625 E. 26th	Kansas City	MO	64108	\$42,933.71	\$1,665.14	\$44,598.85	INV8771066
Family Justice Ctr	107 Osage	Sibley	MO	64088	\$3,269.03	\$84.34	\$3,353.37	INV8771067
Fort Osage	601 S. 291 Hwy	Independence	MO	64056	\$3,596.07	\$102.38	\$3,698.45	INV8771068
Records Caves	11100 View High Dr.	Lee's Summit	MO	64081	\$3,399.28	\$120.82	\$3,520.10	INV8771069
Arbanas Golf Course								
Eastern Office	22087 Woods Chapel Rd.	Blue Springs	MO	64015	\$3,811.10	\$72.18	\$3,883.28	INV8771070
Parks Admin	22807 Woods Chapel Rd.	Blue Springs	MO	64015	\$15,419.48	\$613.30	\$16,032.78	INV8771071
Parks Annex	22309 Woods Chapel Rd.	Blue Springs	MO	64015	\$8,156.48	\$7.18	\$8,228.66	INV8771072
Parks Vehicle Service	22309 Woods Chapel Rd.	Blue Springs	MO	64015	\$3,936.72	\$53.94	\$3,990.66	INV8771073
Sheriff	5310 NE Rennau	Lee's Summit	MO	64064	\$19,168.71	\$236.34	\$19,085.05	INV8771074
Election Board	215 N. Liberty	Independence	MO	64050	\$13,714.70	\$236.50	\$13,951.20	INV8771075
HP Switches					\$183,844.33	\$179.50	\$184,023.83	INV1705438
<b>TOTALS:</b>					\$1,301,936.56	\$19,609.71	\$1,321,291.57	

Original Equipment Cost: \$1,321,291.57

Monthly Payment: \$39,168.88

Documentation Fee: \$3,500.00

Total Initial Prepayment: \$42,668.88

January 2010: \$5,813.28

February 2010: \$5,086.62

Total Interim Rent: \$10,899.90



**Exhibit B**

Customer: Jackson County, Missouri  
 Schedule: 2009-182-1

	Date	Payment	Interest	Principal	Purchase Price
Commencement	3/1/2010				1,321,291.57
1	3/1/2010	39,168.88	0.00	39,168.88	1,282,122.69
2	4/1/2010	39,168.88	4,829.80	34,339.08	1,247,783.61
3	5/1/2010	39,168.88	4,700.44	34,468.44	1,213,315.17
4	6/1/2010	39,168.88	4,570.60	34,598.28	1,178,716.89
5	7/1/2010	39,168.88	4,440.26	34,728.62	1,143,988.27
6	8/1/2010	39,168.88	4,309.44	34,859.44	1,109,128.83
7	9/1/2010	39,168.88	4,178.12	34,990.76	1,074,138.07
8	10/1/2010	39,168.88	4,046.31	35,122.57	1,039,015.50
9	11/1/2010	39,168.88	3,914.00	35,254.88	1,003,760.62
10	12/1/2010	39,168.88	3,781.20	35,387.68	968,372.94
11	1/1/2011	39,168.88	3,647.89	35,520.99	932,851.95
12	2/1/2011	39,168.88	3,514.08	35,654.80	897,197.15
13	3/1/2011	39,168.88	3,379.77	35,789.11	861,408.04
14	4/1/2011	39,168.88	3,244.95	35,923.93	825,484.11
15	5/1/2011	39,168.88	3,109.62	36,059.26	789,424.85
16	6/1/2011	39,168.88	2,973.79	36,195.09	753,229.76
17	7/1/2011	39,168.88	2,837.44	36,331.44	716,898.32
18	8/1/2011	39,168.88	2,700.58	36,468.30	680,430.02
19	9/1/2011	39,168.88	2,563.20	36,605.68	643,824.34
20	10/1/2011	39,168.88	2,425.31	36,743.57	607,080.77
21	11/1/2011	39,168.88	2,286.89	36,881.99	570,198.78
22	12/1/2011	39,168.88	2,147.96	37,020.92	533,177.86
23	1/1/2012	39,168.88	2,008.50	37,160.38	496,017.48
24	2/1/2012	39,168.88	1,868.51	37,300.37	458,717.11
25	3/1/2012	39,168.88	1,728.00	37,440.88	421,276.23
26	4/1/2012	39,168.88	1,586.96	37,581.92	383,694.31
27	5/1/2012	39,168.88	1,445.39	37,723.49	345,970.82
28	6/1/2012	39,168.88	1,303.28	37,865.60	308,105.22
29	7/1/2012	39,168.88	1,160.64	38,008.24	270,096.98
30	8/1/2012	39,168.88	1,017.46	38,151.42	231,945.56
31	9/1/2012	39,168.88	873.75	38,295.13	193,650.43
32	10/1/2012	39,168.88	729.49	38,439.39	155,211.04
33	11/1/2012	39,168.88	584.68	38,584.20	116,626.84
34	12/1/2012	39,168.88	439.34	38,729.54	77,897.30
35	1/1/2013	39,168.88	293.44	38,875.44	39,021.86
36	2/1/2013	39,168.88	147.02	39,021.86	1.00



FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT  
-SALE OF LEASE AND EQUIPMENT

May 19, 2010

Re: Equipment Lease Schedule 2009-182-1 by and between NFS Leasing, Inc. ("Assignor") and Jackson County, Missouri, and the equipment which is the subject of such Financing Agreement ("Equipment").

To: Jackson County, Missouri ("CUSTOMER")

ASSIGNOR HEREBY GIVES NOTICE TO CUSTOMER THAT IT HAS ASSIGNED ITS INTEREST IN THE FINANCING AGREEMENT AND EQUIPMENT TO Dell Financial Services, LLC ("ASSIGNEE").

In connection with the aforesaid assignment, ASSIGNOR hereby directs Customer, and Customer hereby agrees, to make all further payments of obligations payable under the Financing Agreement to ASSIGNEE at the following address (until further notice):

**Dell Financial Services, LLC  
Payment Processing Center  
4284 Collection Center Dr.  
Chicago, IL 60693**

(or to such other address as ASSIGNEE may from time to time notify Customer at Customer's above address or such other address of which Customer has given ASSIGNEE notice), commencing with the payment in the amount of \$39,168.88 due on March 1, 2010 (which has been paid in the initial prepayment – NFS Invoice #6558) and monthly thereafter (for a total of Thirty Six (36) payments, unless otherwise advised by ASSIGNEE). ASSIGNOR agrees that payment to ASSIGNEE will relieve Customer of its obligation to make such payments to ASSIGNOR pursuant to the Financing Agreement and all such payments must be made to ASSIGNEE until ASSIGNEE advises Customer otherwise. All notices and other correspondence required under the Financing Agreement (other than payments) shall be addressed to ASSIGNEE, at the following address:

**Dell Financial Services, LLC  
One Dell Way, Mailstop RR3-56  
Round Rock, Texas 78682  
Attn: Kathleen Mandlebaum**

or to such other address as ASSIGNEE may notify Customer from time to time.

**Customer hereby acknowledges and agrees that Customer will settle all claims against ASSIGNOR directly with ASSIGNOR and Customer will not assert against ASSIGNEE any set-off, defense or counterclaim that Customer may have against ASSIGNOR. THIS NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT MAY NOT BE AMENDED OR TERMINATED WITHOUT THE EXPRESS WRITTEN CONSENT OF ASSIGNEE. Customer agrees that it is not**



in default under the Financing Agreement and all terms and conditions of the Financing Agreement shall remain in full force and effect.

Notwithstanding anything to the contrary in Section 6.2 of the Master Equipment Lease between the Customer and Assignor (the "Master Lease") to the contrary, however, Customer also acknowledges and agrees that Assignee shall arrange for the preparation and filing of all personal property tax returns and the payment of any tax assessments related to equipment covered by the Financing Agreement and the Customer shall reimburse Assignee for such amounts upon Assignee's demand. If filing by the Customer is required by law, or if requested by Assignee, Customer shall prepare and file, or cause to be prepared and filed, all necessary filings for the assessment of any Impositions (as defined in the Master Lease) and shall promptly send Assignee a copy of such filing and submit to Assignee written evidence of Customer's payment thereof. And any tax returns filed by Customer shall show Assignee as the owner of the equipment covered by the Financing Agreement.

Please indicate Customer's acknowledgment of the foregoing by having a duly authorized officer execute the acknowledgment below and return an executed copy of this Notice and Acknowledgment to ASSIGNOR. The parties hereto agree that this Notice and Acknowledgment may be executed in counterparts.

ASSIGNOR: NFS Leasing, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_ VP Finance \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Jackson County, Missouri (Customer)

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**JACKSON COUNTY, MISSOURI  
LEASE PURCHASE SCHEDULE NO. 1  
TO MASTER LEASE AGREEMENT NO. 2009-182**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 2009-182 ("Agreement") DATED \_\_\_\_\_, 200\_ BETWEEN NFS LEASING, INC. ("Lessor") AND JACKSON COUNTY, MISSOURI ("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: SKC Communication Products, Inc., 8320 Hedge Lane Terrace, Shawnee Mission, KS 662270

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
Avaya, HP Procurve Solution,	See Exhibit A	_____	36	January 1, 2010

Rent is payable:  In advance; \_\_\_\_\_ in arrears [specify]

Payment Period:  Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Annually \_\_\_\_\_ Other (specify \_\_\_\_\_)

\* 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 in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

**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 and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

See Exhibit B -- attached.

**2. PURCHASE OPTION.**

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, 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.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

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".

**JACKSON COUNTY, MISSOURI**  
(Lessee)

By:   
(Authorized Signature)

Michael D. Sanders  
JACKSON COUNTY EXECUTIVE  
(Name/Title)

12/8/09  
(Date)

**NFS LEASING, INC.**  
(Lessor)

By:   
(Authorized Signature)

Mark Blaisdell -- VP Finance  
(Name/Title)

11/25/09  
(Date)

**Exhibit A**  
**Customer:** Jackson County, Missouri  
**Schedule:** 2009-024-6

Location	Street Address	City	State	Zip	Equipment/Software Price	Installation	Training	First Year Software Support	Shipping	Total Price
Area 2 Juvenile Probation	3100 Walnut	Independence	MO		\$6,243.41	\$1,500.00	\$175.00		\$272.95	\$8,191.36
Assessment Office	415 E. 12th St.	Kansas City	MO		\$5,597.31	\$1,500.00	\$175.00		\$291.06	\$7,563.37
Corrections	1300 Cherry	Kansas City	MO		\$32,804.17	\$6,500.00	\$1,125.00		\$1,409.78	\$44,838.95
Court Data Center	1305 Locust	Kansas City	MO		\$48,071.29	\$28,000.00	\$675.00		\$950.42	\$77,696.71
Court House Annex	308 W. Kansas	Independence	MO		\$42,348.57	\$6,500.00	\$1,425.00		\$1,756.34	\$52,029.91
Courthouse	415 E. 12th St.	Kansas City	MO		\$601,106.44	\$49,000.00	\$6,500.00	\$28,263.90	\$7,793.00	\$692,463.34
Eastern Office	22087 Woods Chapel Rd.	Blue Springs	MO		\$1,641.51	\$500.00	\$75.00		\$72.18	\$2,288.69
Elections Board	215 N. Liberty	Independence	MO		\$9,995.63	\$1,700.00	\$175.00		\$236.50	\$12,107.13
Family Justice Center	625 E. 26th	Kansas City	MO		\$40,576.30	\$6,500.00	\$1,350.00		\$1,665.14	\$50,091.44
Family Support	324 E. 11th St.	Kansas City	MO		\$11,297.99	\$2,500.00	\$450.00		\$485.62	\$14,733.61
Fort Osage	107 Osage	Sibley	MO		\$1,885.94	\$750.00	\$75.00		\$84.34	\$2,795.28
Hilltop School	3400 S. Lee's Summit	Kansas City	MO		\$17,578.78	\$4,000.00	\$500.00		\$613.70	\$22,722.48
Independence Legislative Office	201 W. Lexington	Independence	MO		\$7,334.49	\$1,750.00	\$250.00		\$370.10	\$9,704.59
Jackson County Sheriff	3310 NE Remann	Lee's Summit	MO		\$9,770.03	\$2,000.00	\$175.00		\$236.34	\$12,181.37
Kamp Bldg	2729 Gilham Rd.	Kansas City	MO		\$13,030.49	\$3,500.00	\$450.00		\$576.82	\$17,557.31
Longview Golf Course	11100 View High Dr.	Lee's Summit	MO		\$2,676.38	\$1,000.00	\$75.00		\$120.82	\$3,872.20
McCurie School	21001 E. 24 Hwy.	Independence	MO		\$11,703.23	\$4,000.00	\$525.00		\$467.38	\$16,695.63
Medical Examiner	660 E. 24th St.	Kansas City	MO		\$6,184.49	\$1,750.00	\$75.00		\$157.50	\$8,166.79
Park and Rec Admin	22807 Woods Chapel Rd.	Blue Springs	MO		\$13,030.65	\$4,500.00	\$250.00		\$613.30	\$18,413.95
Parks and Rec Annex	22309 Woods Chapel Rd.	Blue Springs	MO		\$3,069.75	\$500.00	\$75.00		\$33.94	\$3,698.69
Parks and Rec Vehicle Services	22309 Woods Chapel Rd.	Blue Springs	MO		\$3,069.75	\$500.00	\$75.00		\$33.94	\$3,698.69
Public Works Admin & DR Site	303 W. Walnut St.	Independence	MO		\$33,971.42	\$3,500.00	\$250.00		\$730.00	\$38,451.42
Public Works Dispatch	34900 Old US 40 Hwy. PO Box 160	Grain Valley	MO		\$11,240.39	\$2,250.00	\$250.00		\$333.62	\$14,074.21
Records Cave	601 S. 291 Hwy	Independence	MO		\$2,232.45	\$1,000.00	\$75.00		\$102.58	\$3,410.03
HP ProCurve Core & Edge Switch					\$183,844.42					\$183,844.42
<b>TOTALS:</b>					\$1,123,325.50	\$135,200.00	\$15,025.00	\$28,263.90	\$19,477.17	\$1,321,291.57

Original Equipment Cost: \$1,321,291.57 Exclusive of tax  
Monthly Payment: \$39,168.88 plus applicable tax  
Interest Rent: TBD once delivery of equipment is complete.  
Documentation fee - \$3,500.00

**Exhibit B**

**Customer:** Jackson County, Missouri  
**Schedule:** 2009-024-6

Payment #	Date	Payment	Interest	Principal	Purchase Price
Commencement	1/1/2010				1,321,291.57
1	1/1/2010	39,168.88	0.00	39,168.88	1,282,122.69
2	2/1/2010	39,168.88	4,829.80	34,339.08	1,247,783.61
3	3/1/2010	39,168.88	4,700.44	34,468.44	1,213,315.17
4	4/1/2010	39,168.88	4,570.60	34,598.28	1,178,716.89
5	5/1/2010	39,168.88	4,440.26	34,728.62	1,143,988.27
6	6/1/2010	39,168.88	4,309.44	34,859.44	1,109,128.83
7	7/1/2010	39,168.88	4,178.12	34,990.76	1,074,138.07
8	8/1/2010	39,168.88	4,046.31	35,122.57	1,039,015.50
9	9/1/2010	39,168.88	3,914.00	35,254.88	1,003,760.62
10	10/1/2010	39,168.88	3,781.20	35,387.68	968,372.94
11	11/1/2010	39,168.88	3,647.89	35,520.99	932,851.95
12	12/1/2010	39,168.88	3,514.08	35,654.80	897,197.15
13	1/1/2011	39,168.88	3,379.77	35,789.11	861,408.04
14	2/1/2011	39,168.88	3,244.95	35,923.93	825,484.11
15	3/1/2011	39,168.88	3,109.62	36,059.26	789,424.85
16	4/1/2011	39,168.88	2,973.79	36,195.09	753,229.76
17	5/1/2011	39,168.88	2,837.44	36,331.44	716,898.32
18	6/1/2011	39,168.88	2,700.58	36,468.30	680,430.02
19	7/1/2011	39,168.88	2,563.20	36,605.68	643,824.34
20	8/1/2011	39,168.88	2,425.31	36,743.57	607,080.77
21	9/1/2011	39,168.88	2,286.89	36,881.99	570,198.78
22	10/1/2011	39,168.88	2,147.96	37,020.92	533,177.86
23	11/1/2011	39,168.88	2,008.50	37,160.38	496,017.48
24	12/1/2011	39,168.88	1,868.51	37,300.37	458,717.11
25	1/1/2012	39,168.88	1,728.00	37,440.88	421,276.23
26	2/1/2012	39,168.88	1,586.96	37,581.92	383,694.31
27	3/1/2012	39,168.88	1,445.39	37,723.49	345,970.82
28	4/1/2012	39,168.88	1,303.28	37,865.60	308,105.22
29	5/1/2012	39,168.88	1,160.64	38,008.24	270,096.98
30	6/1/2012	39,168.88	1,017.46	38,151.42	231,945.56
31	7/1/2012	39,168.88	873.75	38,295.13	193,650.43
32	8/1/2012	39,168.88	729.49	38,439.39	155,211.04
33	9/1/2012	39,168.88	584.68	38,584.20	116,626.84
34	10/1/2012	39,168.88	439.34	38,729.54	77,897.30
35	11/1/2012	39,168.88	293.44	38,875.44	39,021.86
36	12/1/2012	39,168.88	147.02	39,021.86	1.00