



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

FILED
APR 11 2012
 MARY JO SPINO
 COUNTY CLERK

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: Michael D. Sanders
(Authorized Signature)

Michael D. Sanders
JACKSON COUNTY EXECUTIVE

(Name/Title)

5/26/10
(Date)

NFS LEASING, INC.
(Lessor)

By: Mark Blaisdell
(Authorized Signature)

Mark Blaisdell -- VP Finance
(Name/Title)

6-4-2009
(Date)

APPROVED AS TO FORM
Pamela Feller
COUNTY COUNSELOR

ATTEST:
Mary Spino
CLERK OF COUNTY LEGISLATURE

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 counter-parts.

ASSIGNOR: NFS Leasing, Inc.

By: [Signature]
Title: VP Finance

Acknowledged this 26 day of May, 2010.

By Jackson County, Missouri (Customer)

Signature: [Signature]
Title: Michael D. Sanders
Date: _____
JACKSON COUNTY EXECUTIVE

APPROVED AS TO FORM
[Signature]
COUNTY COUNSELOR

ATTEST:
[Signature]
CLERK OF COUNTY LEGISLATURE