



ID	Workday Custom Integrations	Primary Responsibility	Estimated Workday Professional Services effort	Additional Assistance hours from WD if Customer Responsible
49.	Equifax - Employment Verification (Outbound)	Customer	N/A	N/A
50.	Equifax - ACA (Outbound)	Customer	N/A	N/A
51.	CA EDD - Unemployment (Outbound)	Customer	N/A	N/A
52.	CA EDD - DE9C Unemployment (Outbound)	Customer	N/A	N/A
53.	Payroll to AP Garnishments (Outbound)	Workday	N/A	N/A
54.	Parking (Inbound)	Workday	N/A	N/A
55.	Check Print BIRT	Workday	N/A	N/A
56.	Payroll to AP Integration(s) (Outbound)	Workday	N/A	N/A
57.	Cost Centers from PeopleSoft (Inbound)	Workday	N/A	N/A
58.	Scan or Exclusive Care Payroll Input (Inbound)	Workday	N/A	N/A
59.	Laserfiche - Worker Documents (Base-64) - (Outbound)	Workday	N/A	N/A
<b>Total Estimated Hours</b>			<b>N/A</b>	<b>N/A</b>

Assumptions:

- These integrations were identified as requiring generic and custom solutions due to no end-to-end productized solution being available at the time of contract. Should product that meets the delivery needs become available during delivery timeframe, it will be used in preference, subject to change order.

**III. Workday Partner Integrations:**

(Not in scope)

**IV. Customer Delivery Assistance:**

ID	Vendor - Purpose	Workday Integration Template Name	Direction	Professional Services Effort Estimate
	N/A	N/A	N/A	N/A
<b>Total Estimated Hours</b>				<b>N/A</b>

Assumptions:

- The estimates above assume customer has taken and passed the minimum required certification to become proficient in the Workday Integration platform.
- Workday consulting hours' estimates are limited to assisting the customer understand the Workday technology and configuration in context of their tenant configuration, to deliver the solutions listed above.



- Effort estimates do not include scheduled or ad-hoc requests for tenant to tenant migration of customer-built artifacts. It is expected the customer will perform these tasks using available Workday migration features, or manual reconfiguration.

**Overall Integration Assumptions:**

- Workday Professional Services resources are not trained on 3rd party applications or technology platforms.
- Customer is responsible for programs to import data into 3rd party applications, if required.
- Customer agrees to make available appropriate Customer technical and functional resources to assist with discovery, data mapping, data validation, testing, and user acceptance testing activities with each supported interface.
- Workday will lead all design/development efforts for Configured Integrations and, if applicable, Custom Integrations assigned to Workday as defined in the scope section of this SOW.
- Workday will provide functional data mapping expertise and produce field mapping documents for each Configured Integration.
- Workday Professional Services will perform basic file fit and format unit testing of integrations, which does not include detailed functional scenarios done during end-to-end testing.
- Customer is responsible for all integration end-to-end user acceptance testing of Workday- and Customer-built integrations, including vendor or external system verification.
- Customer is responsible for data quality required for integrations to operation successfully.
- Customer leads interactions with 3rd party vendors or system owners required to implement integration from build to deploy.
- The Customer assumes operational responsibility for all integrations after go live.
- Any integration not explicitly listed above is out of delivery scope. Changes to delivery inventory are subject to change order.

**D. Authentication**

There are multiple ways the Workday service can be configured for user authentication. The Authentication section below describes the various options. It indicates which option(s) the Customer expects to implement, and the expected level of effort for Workday to configure the Workday authentication mechanism, communicate Workday's requirements for Customer owned deliverables, and assist with appropriate testing.

<b>Workday Packaged Authentication Integration</b>	<b>Primary Responsibility</b>	<b>Estimated Workday Professional Services effort (Configuration, testing, and deployment)</b>
Native Userid/Password Workday Login Authentication via Login.Flex or HTTP Post API	N/A	N/A
Delegated Authentication via Login.Flex or HTTP Post API	N/A	N/A
SAML 2.0 Authentication via SAML HTTP Post API	N/A	N/A
<b>Total Estimated Hours</b>		<b>N/A</b>

**E. Data Conversion:**

Data conversion will include the following:

- Five (5) deployment tenants are included in the scope of this SOW for Phase 1 Go Live. If additional tenants are required to support Customer's subsequent phases, project conversion or training requirements, additional tenant fees will apply.



- This SOW assumes one primary source system for Customer’s data conversion requirements for HCM and Finance, assumed to be Customer’s PeopleSoft HCM 9.0 system.
- Workday will perform five data loads during the project. (A data load will be defined as a series of steps and events at established points within the project methodology. Each data load may require multiple attempts based on data quality and successful loading). Additional data loads will require additional fees.
  - Each data load creates a prototype:
    - P0 – Architect Build
    - P1 – Config & Prototype Build
    - P2 – Test Build
    - P3 – Parallel Build
    - Gold – Production Build
- For each of the prototype builds above, Customer has up to 3 attempts to deliver data conversion templates that can be loaded into the tenant error free by the data workbook deadline. Additional attempts may result in a change order to continue the process and may impact the go live date.

Current data records for all active employees as of January 1, 2016 and employees terminated in the current year will be included in the data conversion to the Workday Service.

If included in scope, identified Workday-supported human resources history will be selected for conversion during the Architect Stage of the project and will be loaded only into Workday’s “Maintain Worker History from prior system” object for the purposes of viewing data and reporting. (NOTE: THIS IS NOT IN SCOPE FOR THIS SOW.)

Workday will load currently active companies, banks, bank accounts, organizations, employees and business assets.

Workday will provide a conversion template that Customer will populate with Customer’s extracted and transformed data. The Workday conversion consultant will use the completed templates to load the data into the Workday tenant.

**Data Conversion Assumptions**

- Workday will provide templates with appropriate descriptions for data conversion.
- Customer is responsible for ensuring data is cleansed and duplicate values removed.
- Customer is responsible for populating the supplied Deployment Data Gathering Workbooks in the prescribed format.
- Once the data is loaded, Customer is responsible for verifying the accuracy of the data and providing corrected data.

**F. Worker Population and Languages:** Workday assumes the Customer population will change over the course of the deployment; however, for purposes of scoping and estimating the project effort and resource requirements, Workday is relying on the following Worker Population data (effective as of May 2017). Changes to the Worker Population that increase complexity, create business process change, require additional effort (data loading, report creation, etc.) will be discussed with Customer at the time of the change.

- i. The Workday Service for Phase 1 will be rendered in English in addition to the following languages identified below, only as generally available in the current commercially available Workday release and certain applications are in English only.

Phase 1 Countries, Employee Counts, and Languages – Human Capital Management		
Country	Number of Active Employees (approx.)	Language



United States	19,947	English
<b>Total</b>	<b>19,947</b>	

**Language Assumptions**

- Client is responsible to deliver language strategy outlining what objects will be translated to what languages by the end of Prototype 1 testing
- Client is responsible to deliver translations for those objects in Workday template format and to update End to End, and UAT testing scripts/cases, plans and resources to support those translations
- Workday will load translations as delivered.
- Client is responsible for defining the approach for regional business requirements, data gathering and documentation of requirements for processes augmentation in alignment with the project plan timelines.
- Localizations are expected to be restricted to support legal or compliance based requirements.

**G. Reports**

All Standard Reports identified on the Workday Standard Reports List are in-scope for the project. Workday will also conduct up to 20 hours of knowledge transfer activities toward enabling Customer to become self-sufficient with the Workday Reporting tools.

In addition, Workday will conduct Reporting Workshops (min 16 hours). This includes a series of meetings to determine the reports required for the Workday Service. Delivered reports will be reviewed and any custom reports will be documented and prioritized. Workday's reporting components will be discussed including report layouts, field definitions, calculated fields, sorting rules, and Workday fields that can be used. A report design specification document will be completed for each of the reports identified in this Appendix A or during the Reporting Design Session(s) as required for Go-Live

**Reporting Assumptions**

1. Conduct Reporting Design Session(s).
2. Assist the Customer in the identification of reports required for Go-Live.
3. Assess Customer identified reports critical to Go-Live and determine if the requirements can be completed with a Standard Report from the Workday Standard Reports List.
4. Provide Customer an estimate for all reports that cannot be created with Standard Report.
5. Provide knowledge transfer for the duration of the project to Customer on the best way to utilize reporting capabilities with Workday.
6. If Customer requires additional assistance from Workday, above and beyond the 430 hours allocated in this SOW, to build the reports or other related activities, a Change Order will be created and presented to the Customer.

**Project Scope Exclusions:**

Product and capability not in Scope: Each component listed below may be prioritized and designed during a future phase of the project (Phase 2, etc.) which would be covered in a separate SOW. The processes listed below are a representation of key business processes that will not be designed and configured during the initial project phase.

The following components are excluded from the scope:

**A. Product/Functionality:**

- a. Core Financials – not currently included in Customer's subscription.
- b. Procurement – not currently included in Customer's subscription.



- c. Expenses – not currently included in Customer's subscription.
- d. Projects – not currently included in Customer's subscription.
- e. Project Billing – not currently included in Customer's subscription.
- f. Grants Management – not currently included in Customer's subscription.
- g. Planning – not currently included in Customer's subscription.
- h. Learning – not currently included in Customer's subscription.
- i. Insight Analytics - not currently included in Customer's subscription.

**B. Integrations:**

- a. Any integration not specifically included in this Appendix A is out of scope.
- b. Benefits Carrier Interfaces – Any benefit carriers not currently in Workday Cloud Connect for Benefits will be communicated with either via manual reports or Custom Integrations until they are added to the CCB and the integrations are configured and tested.
- c. The Workday Payment Network supports ISO 20022 payment acknowledgements. EDI payment acknowledgements and confirmations require custom integrations.
- d. For purposes of this Appendix A, all integrations (with the exception of Configured Integrations) shall be maintained and supported by Customer.

**C. Reports:**

- a. Any report not specifically included in this Appendix A is out of scope.

## ***Appendix B – Standard Functional Configuration Inclusions***

### ***Human Resources***

1. Organization Structures – creating hierarchy of organizations to facilitate reporting structures
2. Business Sites – identifying physical locations where workers perform job functions
3. Job Profiles – identifying and creating job information that will be associated with a worker including a job code, job description, and pay rate type
4. Headcount Management – identifying and configuring one or more of the following headcount management practices: (1) identifying individual positions to be filled; (2) a grouping of positions to be filled; or (3) positions only limited by restrictions placed on the entire organization
5. Worker Profile – populating detailed worker information to track across the organization, including regulatory information, addresses, contact information, education, training, certifications and competencies
6. HR Staffing – includes hiring, terminating, transferring, promoting, and demoting of employees as well as starting/ending of contingent worker contracts
7. Manager Self Service – including demote/hire/promote/terminate/transfer employee, and contracting contingent worker
8. Employee Self Service – including create/change/delete address, change business title, correct date of birth, request marital status, and change personal information
9. Onboarding – configure Onboarding Business Process, campaign and announcement worklets, onboarding landing page, I-9 setup, and e-Verify integration
10. Committees – configure Committees to support membership, sponsoring organization, targets, agendas and recoding of votes
11. Workforce Planning – configure Headcount Plan; configure Supply and Demand Analytics template; configure metrics for Workforce Scorecard.

### ***Compensation Management***

1. Compensation Packages – identifying and creating packages that include several compensation plans and associating the package with salary grades and profiles
2. Compensation Plans – identifying compensation elements that can be included in a compensation package, including: (1) Salary plans; (2) Merit plans; (3) Allowance plans; (4) Bonus plans; (5) Commission Plans
3. Compensation Rules – identifying and creating rules that establish eligibility and auto-assign which packages, plans and grades a worker is eligible for
4. Period Activity Pay - identifying Matrixes, Tasks, Period Activity Categories, Period Activity Units and Academic Periods

### ***Absence Management***

1. Accrual Rules – creating rules that calculate accruals for vacation, sick, PTO or other time off
2. Balances – creating calculations of accruals and time processed to reflect the net balance of the time off
3. Requesting Time Off – allowing workers to request time off through self-service
4. Requesting Leave of Absence – allowing workers to request a leave of absence and providing information about the leave of absence (personal or regulatory)



**Talent Management**

1. Maintain Competencies – configuration of competencies that may be added to the review templates
2. Rating Configuration – configuration of the Overall Rating Scale, Goal Rating Scale, Goal Completion Scale, and Competency proficiencies
3. Skills & Experience – including tracking education institution, institution type, degree, field of study, location, grade average and last year attended, prior work experience, training and development tracking training types, by name, description and completion date
4. Performance Management – configuration of Employee Review Templates
5. Career & Development Planning – configure and manage Talent Profiles; configure Personal Development Plans, and Performance Improvement Plans
6. Potential Assessments, Talent Statements & Reviews – configuration of Talent Reviews and Assess Potential and Talent Statements

**Benefits Administration**

1. Create benefit groups based on eligibility criteria
2. Set up insurance and health care plans, retirement savings plans, flexible spending and health savings accounts and additional benefit plans that do not conform to the previously mentioned plans
3. Group benefit plans into benefit plan years
4. Define evidence of insurability (EOI) requirements and manage workers undergoing EOI review
5. Define validations to define the benefit options available to employees during open enrollment and life events
6. Define rules to determine eligibility for benefits and control the types of benefits that employees can select as a result of a new hire, a position change, the birth of a child, and other enrollment events
7. Define benefit rates and apply the appropriate rates to different populations
8. Transfer benefit costs to payroll to enable processing of benefit deductions.
9. Set up Affordable Care Act measurement features if necessary for setting eligibility for part-time employees

**Payroll Administration**

1. Set-up Earning and Deduction codes
2. Configure Payroll Calculation Rules
3. Configure Payment Election Rules
4. Set-up Bank Depository and Source Bank Accounts
5. Configuration of Pay slips
6. Identify State and Local Tax Authorities
7. Configuration of Non-resident Alien taxation
8. Establish Payroll Accounting to generate and review payroll accounting data
9. Configure payroll audits: compare periods & results by period
10. Create Settlement Runs

**Time Tracking**

1. Time Calculations - configuration of the daily and weekly rules that calculate time worked based on employee inputs, including daily, weekly, and consecutive day overtime and shift differentials



2. Time Tracking Validations - configuration of business rules to manage the correct reporting of time worked based on employee inputs
3. Time Entry Templates - configuration of the online time entry page to allow for multiple in/out time entries
4. Holiday and Work Schedule Calendars - the tracking of the holidays the employee is eligible to receive paid time for, including the rule sets around the payment of that time, and worker scheduling to support time entry
5. Employee Self Service - allowing employees and managers access to the Time Entry Calendar in order to perform submissions of time, approvals of time, and reporting on time
6. Security Profiles - configuration of security on what the employees and managers capabilities within the Time Tracking service are, including the delegation of an approver proxy and the ability to perform auto-approvals

### **Recruiting**

1. Job Requisitions – Apply using a questionnaire for job application for internal, external or both career sites; view candidate pipeline and candidate stages tied to a job requisition; view details, qualifications, and job descriptions on job postings. Recruit and hire into open requisitions, and provide visibility into the candidate pipeline. Manage workload among recruiters using ad hoc role(s). Create evergreen requisitions as sourcing gateways linked to individual job requisitions.
2. Job Posting Templates and Career Sites - Create templates to standardize job posting layouts and messaging; create internal and external career site(s) that may include: name, "About Us" description, Terms and Conditions, LinkedIn Company Insider widget, links to social networks and other branding.
3. Internal Careers/Internal Apply – Enable employees to find open jobs and refer qualified candidates to and apply for open positions. Enable Recruiters to leverage the Skills catalog and Professional Profile to source qualified internal candidates.
4. Posting/Unposting Jobs – Configure to post a job requisition to internal and/or external career sites; as job requisitions change un-post and re-post to reflect ongoing changes.
5. Candidate Management/Job Application – Configure up to seven (7) possible stages to identify where a candidate is within the recruiting process; Review, Screen, Assessment, Interview, Reference Check, Offer and Background Check. These stages can be combined in any order to achieve you desired recruiting process flow as determined.
6. Referrals and Prospects – Configure Workday so that employees can refer an external candidate through job listings. Configure Workday so that prospects can be sourced by recruiters and employees. Set up so that internal prospects can be identified based upon their job interests. Configure so that external prospects can be included in succession pools.
7. Offers – Initiate and build offer details based on job requisition-based conditions and Proposal of Compensation. Track offer status and negotiation progress.
8. Business Process Definitions – configurable workflow and approval control
9. Configurable Security – apply factory default security and tailor security groups, roles, and permissions to meet business requirements

### **Banking & Settlement**

1. Bank Account Definitions – define financial institutions, bank branches, and bank accounts for settlement processing
2. Ad Hoc Bank Transactions – process cash withdrawals and deposits with accounting generation and downstream bank reconciliation
3. Ad Hoc Payments – process invoice-less payment to one-time suppliers, contingent workers, investors, etc.
4. Cash Processing – includes bank account transfers, intercompany cash receipts, and payment returns





5. Advanced Bank Reconciliation – configure auto-reconciliation logic and process first-notice items like bank fees and interest
6. Settlements – includes supplier invoices, expense reports, ad hoc payments, customer refunds, customer invoices, customer payments, and intercompany items
7. Cash Position/Forecast Reporting – define cash position and forecasting reports with configurable time spans

**Business Assets**

1. Physical Tracking of Business Assets – register single or pooled assets, assign components to a composite asset, issue assets to workers/locations, transfer assets, and dispose assets

**Mobile Enablement**

1. Scope Mobile – Work with customer Executive Sponsor and Information Security Teams to determine if Mobile is in scope, plus document SSO authentication requirements.
2. Enable Mobile – Configure security policies, establish tenant name aliases, configure Mobile PIN, One-Time Passcode, Mobile Push Notifications and W: drive.
3. Enable Single Sign-On (SSO) authentication for Mobile Users – Configure authentication policy including access restriction for authentication condition and redirect URL.

**Reports**

All Standard Reports identified on the Workday Standard Reports List are in-scope for the project. Workday will also conduct up to 20 hours of knowledge transfer activities toward enabling Customer to become self-sufficient with the Workday Reporting tools.

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

IBM Credit LLC

## Lease/Purchase Master Agreement For State and Local Government

Lease/Purchase Master Agreement No: 072514789G

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges. In addition, attached is the form of Lease/Purchase Supplement and Exhibits thereto.

This Agreement and its applicable Supplements and Addenda are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) attachments or addenda to the Supplement, (b) Supplement, (c) attachments or addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

### Part 1 - Definitions

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Lease/Purchase Master Agreement.

**"Commencement Date"** is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

**"Equipment"** means, collectively, the equipment lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the equipment described in each Lease/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

**"Event of Default"** is defined in Section 13.1.

**"Financed Items"** means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

**"Financing Transaction"** means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

**"Lease/Purchase Supplement"** or **"Supplement"** means a Lease/Purchase Supplement in the form attached hereto.

**"Lease Payments"** means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

**"Lease Payment Dates"** means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

**"Lease Term"** means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

**"Lessee" or "Customer"** means the entity identified as such on the signature line below, and its permitted successors and assigns.

**"Lessor"** means the entity identified as such on the signature line below, and its successors and assigns.

**"Nonappropriation Event"** is defined in Section 6.6.

**"Original Term"** means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

**"Payment Schedule"** means, with respect to a Financing Transaction, one or more schedules of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Lease Payment, the Interest Component and the Prepayment Price as set forth in each Payment Schedule.

**"Property"** means, collectively, the Equipment and Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Equipment and Financed Items described in such Lease/Purchase Supplement.

**"Purchase Price"** means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Lease/Purchase Supplement, as provided in Section 11.1 and as set forth in the Lease/Purchase Supplement.

**"Renewal Terms"** means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

**"State"** means the state or commonwealth where Lessee is located.

**"Supplier"** means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

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## Lease/Purchase Master Agreement For State and Local Government

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### **Part 2 - Separate Financings**

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

### **Part 3 - Lessee's Covenants**

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- a. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) the police power.
- b. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- c. Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.
- d. During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- e. Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.
- f. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.
- g. The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- h. Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

### **Part 4 - The Transactions**

**4.1 Lease of Property.** On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

**4.2 Lease Term.** The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule and the exercise of the Deemed Purchase described in Section 11.1, unless terminated sooner pursuant to this Agreement or the Supplement.

## Lease/Purchase Master Agreement For State and Local Government

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**4.3 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance substantially in the form attached to the Supplement.

**4.4 Assignment to Lessor.** With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, title to the Property shall pass directly from Supplier to Lessee subject to Lessor's right under Section 7.3 hereunder, or unless otherwise provided. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

**4.5 Credit Review.** For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

### **Part 5 - Lessor's Rights of Access**

**5.1 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

**5.2 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Supplement. Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership.

### **Part 6 - Payments**

**6.1 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.2 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.3 Interest Component.** A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.4 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 10.2.

**6.5 Continuation of Lease by Lessee.** Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

**6.6 Nonappropriation.** If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been

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appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

### **Part 7 - Title; Security Interest**

**7.1 Title to the Property.** Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in Lessee from the Supplier, subject to Lessor's interests under the applicable Supplement and this Agreement. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

**7.2 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**7.3 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, that Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements that Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

### **Part 8 - Maintenance and Ancillary Charges**

**8.1 Maintenance of Equipment by Lessee.** Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

**8.2 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.3 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance

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covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.4 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

### **Part 9 - Casualty Loss**

**9.1 Damage or Destruction.** If (a) the Property under a Supplement or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Supplement or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Supplement so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee and applied to the next Lease Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.2 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.1, Lessee shall (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.2; or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Supplement, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by Lessee.

### **Part 10 - Warranties; Use of Equipment and/or Financed Items**

**10.1 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

**10.2 Supplier's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

**10.3 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any

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applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

**10.4 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

### **Part 11 - Prepayments**

**11.1 Deemed Purchase.** Lessee shall be deemed to have purchased Lessor's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Lease Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Lease Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Supplement to Lessee.

**11.2 Option to Prepay.** Lessee shall have the option to prepay (a) in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Payment Schedule as the "Prepayment Price", or (b) in part, by requesting, in writing, the Prepayment Price for the portion of the remaining Lease Payments allocable to the Property being prepaid plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the portion of the remaining Lease Payments allocable to the Property being prepaid multiplied by the Prepayment Fee Rate set forth in such Payment Schedule as the "Prepayment Fee Rate". Upon payment of the Prepayment Price and such other amounts due Lessor, Lessee shall be deemed to have purchased Lessor's entire interest in all Property being prepaid, and to have terminated any restrictions herein on the Property prepaid.

### **Part 12 - Assignment; Risk of Loss**

**12.1 Assignment by Lessor.** Lessor's right, title and interest in and to this Agreement, each Supplement and the Property under each supplement as well as the Lease Payments and any other amounts payable by Lessee hereunder and in each Supplement and its security interest in the Property, and all proceeds therefrom may be assigned and reassigned by Lessor at any time, in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; provided, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing this Agreement or Supplement (or any interest therein) for its own account with no present intention to resell or distribute this Agreement or Supplement (or interest therein), subject to each investor's right at any time to dispose of the Agreement or Supplement or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under this Agreement or Supplement or the creation of any interest in this Agreement or Supplement in an aggregate principal component that is less than the lesser of \$100,000 or the then aggregate unpaid principal component of Lease Payments under this Agreement or Supplement and (iii) shall not require Lessee to make Lease Payments, send notices or otherwise deal with respect to matters arising under this Agreement or Supplement with or to more than one Lease Servicer, and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in this Agreement or Supplement are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Lease Servicer") to act on their behalf with respect to the rights and interests of Lessor under the Agreement or Supplement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default hereunder. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 12.1 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under this Agreement (or any interest therein).

**12.2 Supplements Separate Financings.** Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

**12.3 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any



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Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

**12.4 Risk of Loss Covenants.** Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 10.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

### **Part 13 - Defaults and Remedies**

**13.1 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Supplement:

- a. Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- c. Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d. Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- e. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.2 Remedies on Default.** Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a. Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- b. Lessor may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require Lessee to discontinue use of any Financed Items, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and require Lessee to discontinue use of any Financed Items, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2)



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returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;

c. By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;

d. Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

**13.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

**13.4 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

### **Part 14 - General**

**14.1 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.2 Arbitrage Certifications.** Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

a. The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.

b. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Supplement.

c. The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.

d. There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.

e. The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 14.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.3 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

**14.4 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate

**14.5 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.6 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification

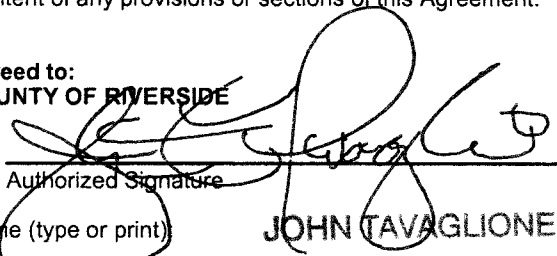
**Lease/Purchase Master Agreement  
For State and Local Government**

**14.7 Execution in Counterparts.** This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.8 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.9 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Agreed to:  
COUNTY OF RIVERSIDE

By:   
Authorized Signature


Name (type or print): JOHN TAVAGLIONE  
Title (type or print): CHAIRMAN, BOARD OF SUPERVISORS  
Date: JUN 20 2017

Email Address:

Agreed to:  
IBM Credit LLC

By: \_\_\_\_\_  
Authorized Signature

Name (type or print):  
Title (type or print):  
Date:

FORM APPROVED COUNTY COUNSEL  
BY:  6/27/17  
DALE A. GARDNER DATE

ATTEST:  
KEGIA HARPER-IHEM, Clerk  
By:   
DEPUTY

**IBM CREDIT LLC  
Certificate of Acceptance**

Supplement No:  
Certificate of Acceptance No.:

Page \_\_\_ of \_\_\_

Customer Name:

IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
IGFLEASE@us.ibm.com

The Customer certifies and agrees that the information contained in the following table(s), which includes Property description and Amount Financed, is correct and relates to Property leased/purchased under the terms and conditions of the above referenced Supplement with IBM Credit LLC.

Installed at:

**TRANSACTION SUMMARY:**

Customer No:  
Customer Reference:  
Payment Period:  
Payment Type:

**TAXABLE FINANCING TRANSACTION(S)**

Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Lease Payments (\$)
	Serial Numbers:				
	<b>TOTAL</b>				

**TAX-EXEMPT FINANCING TRANSACTION(S)**

Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Lease Payments (\$)
	Serial Numbers:				
	<b>TOTAL</b>				

Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

Customer represents and certifies that our direct payment to Customer's supplier for the Accepted Item(s) will be in full compliance with any and all relevant state laws and regulations or any other legal requirements relating to Customer's procurement or appropriation activities.

**IBM CREDIT LLC**  
**Certificate of Acceptance**

Supplement No:  
Certificate of Acceptance No.:

Page \_\_ of \_\_

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Lessee is a customer under the Lease/Purchase Master Agreement referenced above ("Agreement") with IBM Credit LLC. By executing the above-referenced Supplement, Lessee represents and certifies that Lessee has accepted the Property supplied directly by International Business Machines Corporation ("IBM") or by another supplier, and listed in the Supplement by the date indicated below. Lessee authorizes IBM Credit LLC to pay such supplier for the Property. Interest on such obligation shall begin to accrue on the Acceptance Date.

**Supplier Information**

Supplier's Name	Invoice Number	Invoice Date	Amount Financed

\_\_\_\_\_ **(MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))**

Agreed to:  
<Customer's Legal Name>

By \_\_\_\_\_  
Authorized signature

Name (type or print):  
Title (type or print):

**Customer shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.**

**IBM Credit LLC  
Lease/Purchase Supplement**

Supplement No: 035958

Page 1 of 3

Lease/Purchase Master Agreement No.: 072514789G

**Lessee Name and Address:**  
COUNTY OF RIVERSIDE  
4080 LEMON ST FL 3  
RIVERSIDE CA 92501-3609

**Lessor Name and Address:**  
IBM Credit LLC  
7100 Highlands Parkway  
Smyrna, GA 30082  
igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between COUNTY OF RIVERSIDE ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: July 6, 2017

Supplier: WORKDAY INC

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	XSV2 OEM OEM SERVICES	60	2,793,210.00	2.25	July 2017
2	1	XSV2 OEM OEM SERVICES	59	37,532.00	2.26	August 2017
3	1	XSV2 OEM OEM SERVICES	58	266,495.74	2.26	September 2017
4	1	XSV2 OEM OEM SERVICES	57	484,545.68	2.25	October 2017
5	1	XSV2 OEM OEM SERVICES	56	37,532.00	2.25	November 2017
6	1	XSV2 OEM OEM SERVICES	55	484,545.68	2.25	December 2017
7	1	XSV2 OEM OEM SERVICES	54	454,640.45	2.24	January 2018
17	1	XSV2 OEM OEM SERVICES	53	454,640.45	2.24	February 2018
18	1	XSV2 OEM OEM SERVICES	52	454,640.45	2.24	March 2018
19	1	XSV2 OEM OEM SERVICES	51	394,423.29	2.24	April 2018
20	1	XSV2 OEM OEM SERVICES	50	394,423.29	2.24	May 2018
21	1	XSV2 OEM OEM SERVICES	49	37,532.00	2.24	June 2018
22	1	XSV2 OEM OEM SERVICES	48	2,934,519.80	2.23	July 2018
23	1	XSV2 OEM OEM SERVICES	47	314,032.54	2.23	August 2018
24	1	XSV2 OEM OEM SERVICES	46	314,032.54	2.23	September 2018
25	1	XSV2 OEM OEM SERVICES	45	174,628.91	2.24	October 2018
<b>TOTALS</b>				<b>10,031,374.82</b>		

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to this entire transaction.

- Throughout the Term, Lessee/Borrower agrees to maintain a minimum rating (as specified below) as determined by Moody's. The minimum rating is Baa3. The type of rating that must be maintained is SENIORMOST REVENUE BACKED RATING.
- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- For each Financing Transaction, if there are changes to any of the monthly funding amounts or funding timings that are outside the Funding Parameters outlined below, IBM Credit reserves the right to reprice the interest rates to adjust for market changes. If there are any changes to the funding amounts or funding timings shown on this Supplement (even if not outside the Funding Parameters), IBM Credit will issue a Restated Lease/Purchase Payment Schedule for Lessee's signature reflecting any new interest rate (if applicable) and the recalculated Payments based on such changes.

**FUNDING PARAMETERS:**

1) Funding Timing on any Financing Transaction may not change by more than 30 days.

II) Funding Amount on any Financing Transaction may not change (up or down) by more than 10%.

**ADDITIONAL TERMS AND CONDITIONS:**

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provided for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

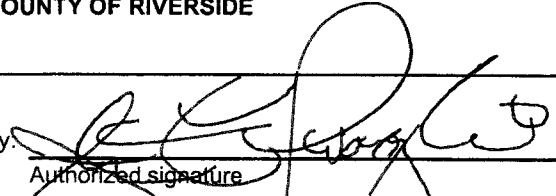
(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

**IBM Credit LLC  
Lease/Purchase Supplement**

Agreed to:  
COUNTY OF RIVERSIDE

Agreed to:  
IBM Credit LLC

By:   
Authorized signature

By: \_\_\_\_\_  
Authorized signature

Name (type or print): JOHN TAVAGLIONE

Name (type or print): \_\_\_\_\_


Title (type or print): CHAIRMAN, BOARD OF SUPERVISORS

Title (type or print): \_\_\_\_\_

Date: JUN 20 2017

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY:  6/27/17  
DALE A. GARDNER DATE

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By:   
DEPUTY

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 1 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$2,793,210.00**

**Interest Rate for Schedule: 2.25%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	8/31/2017			5,247.12	2,798,457.12
	9/30/2017			5,256.97	2,803,714.09
	10/31/2017			5,266.85	2,808,980.94
	11/30/2017			5,276.74	2,814,257.68
	12/31/2017			5,286.66	2,819,544.34
1	1/31/2018	297,011.80	265,380.87	31,630.93	2,527,829.13
	2/28/2018			4,748.59	2,532,577.72
	3/31/2018			4,757.51	2,537,335.23
	4/30/2018			4,766.45	2,542,101.68
	5/31/2018			4,775.40	2,546,877.08
	6/30/2018			4,784.38	2,551,661.46
2	7/31/2018	297,011.80	268,386.11	28,625.69	2,259,443.02
	8/31/2018			4,244.42	2,263,687.44
	9/30/2018			4,252.40	2,267,939.84
	10/31/2018			4,260.38	2,272,200.22
	11/30/2018			4,268.39	2,276,468.61
	12/31/2018			4,276.41	2,280,745.02
3	1/31/2019	297,011.80	271,425.36	25,586.44	1,988,017.66
	2/28/2019			3,734.54	1,991,752.20
	3/31/2019			3,741.56	1,995,493.76
	4/30/2019			3,748.59	1,999,242.35
	5/31/2019			3,755.63	2,002,997.98
	6/30/2019			3,762.68	2,006,760.66
4	7/31/2019	297,011.80	274,499.05	22,512.75	1,713,518.61
	8/31/2019			3,218.89	1,716,737.50
	9/30/2019			3,224.94	1,719,962.44
	10/31/2019			3,230.99	1,723,193.43
	11/30/2019			3,237.06	1,726,430.49
	12/31/2019			3,243.14	1,729,673.63
5	1/31/2020	297,011.80	277,607.54	19,404.26	1,435,911.07
	2/29/2020			2,697.40	1,438,608.47
	3/31/2020			2,702.46	1,441,310.93
	4/30/2020			2,707.54	1,444,018.47
	5/31/2020			2,712.63	1,446,731.10
	6/30/2020			2,717.72	1,449,448.82
6	7/31/2020	297,011.80	280,751.22	16,260.58	1,155,159.85



## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 1 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	8/31/2020			2,170.00	1,157,329.85
	9/30/2020			2,174.07	1,159,503.92
	10/31/2020			2,178.16	1,161,682.08
	11/30/2020			2,182.25	1,163,864.33
	12/31/2020			2,186.35	1,166,050.68
7	1/31/2021	297,011.80	283,930.51	13,081.29	871,229.34
	2/28/2021			1,636.63	872,865.97
	3/31/2021			1,639.70	874,505.67
	4/30/2021			1,642.78	876,148.45
	5/31/2021			1,645.87	877,794.32
	6/30/2021			1,648.96	879,443.28
8	7/31/2021	297,011.80	287,145.80	9,866.00	584,083.54
	8/31/2021			1,097.22	585,180.76
	9/30/2021			1,099.28	586,280.04
	10/31/2021			1,101.34	587,381.38
	11/30/2021			1,103.41	588,484.79
	12/31/2021			1,105.48	589,590.27
9	1/31/2022	297,011.80	290,397.51	6,614.29	293,686.03
	2/28/2022			551.70	294,237.73
	3/31/2022			552.73	294,790.46
	4/30/2022			553.77	295,344.23
	5/31/2022			554.81	295,899.04
	6/30/2022			555.85	296,454.89
10	7/31/2022	297,011.80	293,686.03	3,325.77	0.00
<b>Totals:</b>		2,970,118.00	2,793,210.00	176,908.00	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 1 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		2,793,210.00
<b>Totals:</b>			2,793,210.00

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 2 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$37,532.00**

**Interest Rate for Schedule: 2.26%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	9/30/2017			70.54	37,602.54
	10/31/2017			70.67	37,673.21
	11/30/2017			70.80	37,744.01
	12/31/2017			70.94	37,814.95
1	1/31/2018	3,983.54	3,629.52	354.02	33,902.48
	2/28/2018			63.72	33,966.20
	3/31/2018			63.84	34,030.04
	4/30/2018			63.96	34,094.00
	5/31/2018			64.08	34,158.08
2	6/30/2018	3,983.54	3,599.42	64.20	34,222.28
	7/31/2018			384.12	30,303.06
	8/31/2018			56.95	30,360.01
	9/30/2018			57.06	30,417.07
	10/31/2018			57.17	30,474.24
	11/30/2018			57.27	30,531.51
	12/31/2018			57.38	30,588.89
3	1/31/2019	3,983.54	3,640.22	343.32	26,662.84
	2/28/2019			50.11	26,712.95
	3/31/2019			50.21	26,763.16
	4/30/2019			50.30	26,813.46
	5/31/2019			50.39	26,863.85
	6/30/2019			50.49	26,914.34
4	7/31/2019	3,983.54	3,681.46	302.08	22,981.38
	8/31/2019			43.19	23,024.57
	9/30/2019			43.27	23,067.84
	10/31/2019			43.35	23,111.19
	11/30/2019			43.44	23,154.63
	12/31/2019			43.52	23,198.15
5	1/31/2020	3,983.54	3,723.17	260.37	19,258.21
	2/29/2020			36.19	19,294.40
	3/31/2020			36.26	19,330.66
	4/30/2020			36.33	19,366.99
	5/31/2020			36.40	19,403.39
	6/30/2020			36.47	19,439.86
6	7/31/2020	3,983.54	3,765.35	218.19	15,492.86
	8/31/2020			29.12	15,521.98

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 2 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	9/30/2020			29.17	15,551.15
	10/31/2020			29.23	15,580.38
	11/30/2020			29.28	15,609.66
	12/31/2020			29.34	15,639.00
7	1/31/2021	3,983.54	3,808.01	175.53	11,684.85
	2/28/2021			21.96	11,706.81
	3/31/2021			22.00	11,728.81
	4/30/2021			22.04	11,750.85
	5/31/2021			22.08	11,772.93
	6/30/2021			22.13	11,795.06
8	7/31/2021	3,983.54	3,851.16	132.38	7,833.69
	8/31/2021			14.72	7,848.41
	9/30/2021			14.75	7,863.16
	10/31/2021			14.78	7,877.94
	11/30/2021			14.81	7,892.75
	12/31/2021			14.83	7,907.58
9	1/31/2022	3,983.54	3,894.79	88.75	3,938.90
	2/28/2022			7.40	3,946.30
	3/31/2022			7.42	3,953.72
	4/30/2022			7.43	3,961.15
	5/31/2022			7.44	3,968.59
	6/30/2022			7.46	3,976.05
10	7/31/2022	3,983.54	3,938.90	44.64	0.00
<b>Totals:</b>		39,835.40	37,532.00	2,303.40	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 2 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		37,532.00
<b>Totals:</b>			37,532.00

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 3 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$266,495.74**  
**Interest Rate for Schedule: 2.26%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	10/31/2017			501.12	266,996.86
	11/30/2017			502.06	267,498.92
	12/31/2017			503.01	268,001.93
1	1/31/2018	28,232.88	26,222.74	2,010.14	240,273.00
	2/28/2018			451.81	240,724.81
	3/31/2018			452.66	241,177.47
	4/30/2018			453.51	241,630.98
	5/31/2018			454.37	242,085.35
	6/30/2018			455.22	242,540.57
2	7/31/2018	28,232.88	25,509.23	2,723.65	214,763.77
	8/31/2018			403.85	215,167.62
	9/30/2018			404.60	215,572.22
	10/31/2018			405.37	215,977.59
	11/30/2018			406.13	216,383.72
	12/31/2018			406.89	216,790.61
3	1/31/2019	28,232.88	25,798.38	2,434.50	188,965.39
	2/28/2019			355.33	189,320.72
	3/31/2019			356.00	189,676.72
	4/30/2019			356.67	190,033.39
	5/31/2019			357.34	190,390.73
	6/30/2019			358.01	190,748.74
4	7/31/2019	28,232.88	26,090.84	2,142.04	162,874.55
	8/31/2019			306.27	163,180.82
	9/30/2019			306.85	163,487.67
	10/31/2019			307.42	163,795.09
	11/30/2019			308.00	164,103.09
	12/31/2019			308.58	164,411.67
5	1/31/2020	28,232.88	26,386.60	1,846.28	136,487.95
	2/29/2020			256.65	136,744.60
	3/31/2020			257.14	137,001.74
	4/30/2020			257.62	137,259.36
	5/31/2020			258.10	137,517.46
	6/30/2020			258.59	137,776.05
6	7/31/2020	28,232.88	26,685.70	1,547.18	109,802.25
	8/31/2020			206.47	110,008.72
	9/30/2020			206.86	110,215.58

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 3 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	10/31/2020			207.25	110,422.83
	11/30/2020			207.64	110,630.47
	12/31/2020			208.03	110,838.50
7	1/31/2021	28,232.88	26,988.21	1,244.67	82,814.04
	2/28/2021			155.72	82,969.76
	3/31/2021			156.02	83,125.78
	4/30/2021			156.31	83,282.09
	5/31/2021			156.60	83,438.69
	6/30/2021			156.90	83,595.59
8	7/31/2021	28,232.88	27,294.14	938.74	55,519.90
	8/31/2021			104.40	55,624.30
	9/30/2021			104.60	55,728.90
	10/31/2021			104.79	55,833.69
	11/30/2021			104.99	55,938.68
	12/31/2021			105.19	56,043.87
9	1/31/2022	28,232.88	27,603.52	629.36	27,916.38
	2/28/2022			52.49	27,968.87
	3/31/2022			52.59	28,021.46
	4/30/2022			52.69	28,074.15
	5/31/2022			52.79	28,126.94
	6/30/2022			52.89	28,179.83
10	7/31/2022	28,232.88	27,916.38	316.50	0.00
<b>Totals:</b>		282,328.80	266,495.74	15,833.06	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 3 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		266,495.74
<b>Totals:</b>			266,495.74



## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 4 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$484,545.68**

**Interest Rate for Schedule: 2.25%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	11/30/2017			907.53	485,453.21
	12/31/2017			909.23	486,362.44
1	1/31/2018	51,225.78	48,498.08	2,727.70	436,047.60
	2/28/2018			816.70	436,864.30
	3/31/2018			818.23	437,682.53
	4/30/2018			819.76	438,502.29
	5/31/2018			821.30	439,323.59
	6/30/2018			822.83	440,146.42
2	7/31/2018	51,225.78	46,302.58	4,923.20	389,745.02
	8/31/2018			729.98	390,475.00
	9/30/2018			731.34	391,206.34
	10/31/2018			732.71	391,939.05
	11/30/2018			734.09	392,673.14
	12/31/2018			735.46	393,408.60
3	1/31/2019	51,225.78	46,825.36	4,400.42	342,919.66
	2/28/2019			642.27	343,561.93
	3/31/2019			643.48	344,205.41
	4/30/2019			644.68	344,850.09
	5/31/2019			645.89	345,495.98
	6/30/2019			647.10	346,143.08
4	7/31/2019	51,225.78	47,354.05	3,871.73	295,565.61
	8/31/2019			553.58	296,119.19
	9/30/2019			554.62	296,673.81
	10/31/2019			555.66	297,229.47
	11/30/2019			556.70	297,786.17
	12/31/2019			557.74	298,343.91
5	1/31/2020	51,225.78	47,888.69	3,337.09	247,676.92
	2/29/2020			463.89	248,140.81
	3/31/2020			464.76	248,605.57
	4/30/2020			465.63	249,071.20
	5/31/2020			466.50	249,537.70
	6/30/2020			467.37	250,005.07
6	7/31/2020	51,225.78	48,429.38	2,796.40	199,247.54
	8/31/2020			373.18	199,620.72
	9/30/2020			373.88	199,994.60
	10/31/2020			374.58	200,369.18

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 4 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	11/30/2020			375.28	200,744.46
	12/31/2020			375.99	201,120.45
7	1/31/2021	51,225.78	48,976.18	2,249.60	150,271.36
	2/28/2021			281.45	150,552.81
	3/31/2021			281.98	150,834.79
	4/30/2021			282.51	151,117.30
	5/31/2021			283.04	151,400.34
	6/30/2021			283.57	151,683.91
8	7/31/2021	51,225.78	49,529.13	1,696.65	100,742.23
	8/31/2021			188.69	100,930.92
	9/30/2021			189.04	101,119.96
	10/31/2021			189.39	101,309.35
	11/30/2021			189.75	101,499.10
	12/31/2021			190.10	101,689.20
9	1/31/2022	51,225.78	50,088.35	1,137.43	50,653.88
	2/28/2022			94.87	50,748.75
	3/31/2022			95.05	50,843.80
	4/30/2022			95.23	50,939.03
	5/31/2022			95.41	51,034.44
	6/30/2022			95.59	51,130.03
10	7/31/2022	51,225.78	50,653.88	571.90	0.00
<b>Totals:</b>		512,257.80	484,545.68	27,712.12	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 4 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		484,545.68
Totals:			484,545.68

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 5 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$37,532.00**

**Interest Rate for Schedule: 2.25%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	12/31/2017			70.34	37,602.34
	1/31/2018	3,960.56	3,819.75	140.81	33,712.25
	2/28/2018			63.18	33,775.43
	3/31/2018			63.30	33,838.73
	4/30/2018			63.42	33,902.15
	5/31/2018			63.53	33,965.68
2	6/30/2018			63.65	34,029.33
	7/31/2018	3,960.56	3,579.71	380.85	30,132.54
	8/31/2018			56.47	30,189.01
	9/30/2018			56.58	30,245.59
	10/31/2018			56.68	30,302.27
	11/30/2018			56.79	30,359.06
3	12/31/2018			56.89	30,415.95
	1/31/2019	3,960.56	3,620.15	340.41	26,512.39
	2/28/2019			49.69	26,562.08
	3/31/2019			49.78	26,611.86
	4/30/2019			49.87	26,661.73
	5/31/2019			49.97	26,711.70
4	6/30/2019			50.06	26,761.76
	7/31/2019	3,960.56	3,661.04	299.52	22,851.35
	8/31/2019			42.83	22,894.18
	9/30/2019			42.91	22,937.09
	10/31/2019			42.99	22,980.08
	11/30/2019			43.07	23,023.15
5	12/31/2019			43.15	23,066.30
	1/31/2020	3,960.56	3,702.38	258.18	19,148.97
	2/29/2020			35.89	19,184.86
	3/31/2020			35.95	19,220.81
	4/30/2020			36.02	19,256.83
	5/31/2020			36.09	19,292.92
6	6/30/2020			36.16	19,329.08
	7/31/2020	3,960.56	3,744.23	216.33	15,404.74
	8/31/2020			28.87	15,433.61
	9/30/2020			28.92	15,462.53
	10/31/2020			28.98	15,491.51
	11/30/2020			29.03	15,520.54

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 5 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	12/31/2020			29.09	15,549.63
7	1/31/2021	3,960.56	3,786.53	174.03	11,618.21
	2/28/2021			21.77	11,639.98
	3/31/2021			21.81	11,661.79
	4/30/2021			21.86	11,683.65
	5/31/2021			21.90	11,705.55
8	6/30/2021	3,960.56	3,829.30	21.94	11,727.49
	7/31/2021			131.26	7,788.91
	8/31/2021			14.60	7,803.51
	9/30/2021			14.62	7,818.13
	10/31/2021			14.65	7,832.78
	11/30/2021			14.68	7,847.46
9	12/31/2021	3,960.56	3,872.57	14.71	7,862.17
	1/31/2022			87.99	3,916.34
	2/28/2022			7.34	3,923.68
	3/31/2022			7.35	3,931.03
	4/30/2022			7.37	3,938.40
	5/31/2022			7.38	3,945.78
	6/30/2022			7.39	3,953.17
10	7/31/2022	3,960.56	3,916.34	44.22	0.00
<b>Totals:</b>		39,605.60	37,532.00	2,073.60	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 5 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		37,532.00
<b>Totals:</b>			37,532.00

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 6 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$484,545.68**

**Interest Rate for Schedule: 2.25%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	1/31/2018	51,037.63	50,128.99	908.64	434,416.69
	2/28/2018			814.64	435,231.33
	3/31/2018			816.17	436,047.50
	4/30/2018			817.70	436,865.20
	5/31/2018			819.23	437,684.43
	6/30/2018			820.77	438,505.20
2	7/31/2018	51,037.63	46,126.81	4,910.82	388,289.88
	8/31/2018			728.14	389,018.02
	9/30/2018			729.51	389,747.53
	10/31/2018			730.87	390,478.40
	11/30/2018			732.24	391,210.64
	12/31/2018			733.62	391,944.26
3	1/31/2019	51,037.63	46,648.26	4,389.37	341,641.62
	2/28/2019			640.66	342,282.28
	3/31/2019			641.86	342,924.14
	4/30/2019			643.07	343,567.21
	5/31/2019			644.27	344,211.48
	6/30/2019			645.48	344,856.96
4	7/31/2019	51,037.63	47,175.60	3,862.03	294,466.02
	8/31/2019			552.20	295,018.22
	9/30/2019			553.23	295,571.45
	10/31/2019			554.27	296,125.72
	11/30/2019			555.31	296,681.03
	12/31/2019			556.35	297,237.38
5	1/31/2020	51,037.63	47,708.88	3,328.75	246,757.14
	2/29/2020			462.73	247,219.87
	3/31/2020			463.60	247,683.47
	4/30/2020			464.47	248,147.94
	5/31/2020			465.34	248,613.28
	6/30/2020			466.21	249,079.49
6	7/31/2020	51,037.63	48,248.19	2,789.44	198,508.95
	8/31/2020			372.25	198,881.20
	9/30/2020			372.95	199,254.15
	10/31/2020			373.65	199,627.80
	11/30/2020			374.35	200,002.15
	12/31/2020			375.05	200,377.20

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 6 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
7	1/31/2021	51,037.63	48,793.62	2,244.01	149,715.33
	2/28/2021			280.75	149,996.08
	3/31/2021			281.28	150,277.36
	4/30/2021			281.81	150,559.17
	5/31/2021			282.34	150,841.51
	6/30/2021			282.87	151,124.38
8	7/31/2021	51,037.63	49,345.18	1,692.45	100,370.15
	8/31/2021			188.22	100,558.37
	9/30/2021			188.57	100,746.94
	10/31/2021			188.93	100,935.87
	11/30/2021			189.28	101,125.15
	12/31/2021			189.63	101,314.78
9	1/31/2022	51,037.63	49,903.01	1,134.62	50,467.14
	2/28/2022			94.64	50,561.78
	3/31/2022			94.82	50,656.60
	4/30/2022			94.99	50,751.59
	5/31/2022			95.17	50,846.76
	6/30/2022			95.35	50,942.11
10	7/31/2022	51,037.63	50,467.14	570.49	0.00
<b>Totals:</b>		510,376.30	484,545.68	25,830.62	



**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 6 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		484,545.68
Totals:			484,545.68

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$454,640.45**

**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	2/28/2018			847.63	455,488.08
	3/31/2018			849.21	456,337.29
	4/30/2018			850.79	457,188.08
	5/31/2018			852.38	458,040.46
	6/30/2018			853.97	458,894.43
1	7/31/2018	53,396.52	48,286.98	5,109.54	406,353.47
	8/31/2018			757.60	407,111.07
	9/30/2018			759.01	407,870.08
	10/31/2018			760.43	408,630.51
	11/30/2018			761.85	409,392.36
	12/31/2018			763.27	410,155.63
2	1/31/2019	53,396.52	48,829.67	4,566.85	357,523.80
	2/28/2019			666.56	358,190.36
	3/31/2019			667.81	358,858.17
	4/30/2019			669.05	359,527.22
	5/31/2019			670.30	360,197.52
	6/30/2019			671.55	360,869.07
3	7/31/2019	53,396.52	49,378.45	4,018.07	308,145.35
	8/31/2019			574.50	308,719.85
	9/30/2019			575.57	309,295.42
	10/31/2019			576.65	309,872.07
	11/30/2019			577.72	310,449.79
	12/31/2019			578.80	311,028.59
4	1/31/2020	53,396.52	49,933.40	3,463.12	258,211.95
	2/29/2020			481.41	258,693.36
	3/31/2020			482.30	259,175.66
	4/30/2020			483.20	259,658.86
	5/31/2020			484.10	260,142.96
	6/30/2020			485.01	260,627.97
5	7/31/2020	53,396.52	50,494.59	2,901.93	207,717.36
	8/31/2020			387.27	208,104.63
	9/30/2020			387.99	208,492.62
	10/31/2020			388.71	208,881.33
	11/30/2020			389.44	209,270.77
	12/31/2020			390.16	209,660.93
6	1/31/2021	53,396.52	51,062.06	2,334.46	156,655.30

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 7 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	2/28/2021			292.07	156,947.37
	3/31/2021			292.61	157,239.98
	4/30/2021			293.16	157,533.14
	5/31/2021			293.70	157,826.84
	6/30/2021			294.25	158,121.09
7	7/31/2021	53,396.52	51,635.93	1,760.59	105,019.37
	8/31/2021			195.80	105,215.17
	9/30/2021			196.16	105,411.33
	10/31/2021			196.53	105,607.86
	11/30/2021			196.89	105,804.75
	12/31/2021			197.26	106,002.01
8	1/31/2022	53,396.52	52,216.25	1,180.27	52,803.12
	2/28/2022			98.45	52,901.57
	3/31/2022			98.63	53,000.20
	4/30/2022			98.81	53,099.01
	5/31/2022			99.00	53,198.01
	6/30/2022			99.18	53,297.19
9	7/31/2022	53,396.52	52,803.12	593.40	0.00
<b>Totals:</b>		480,568.68	454,640.45	25,928.23	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 7 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		454,640.45
<b>Totals:</b>			454,640.45

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 8 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$454,640.45**

**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	3/31/2018			848.11	455,488.56
	4/30/2018			849.69	456,338.25
	5/31/2018			851.28	457,189.53
	6/30/2018			852.87	458,042.40
1	7/31/2018	53,298.77	49,042.36	4,256.41	405,598.09
	8/31/2018			756.62	406,354.71
	9/30/2018			758.04	407,112.75
	10/31/2018			759.45	407,872.20
	11/30/2018			760.87	408,633.07
	12/31/2018			762.29	409,395.36
2	1/31/2019	53,298.77	48,737.79	4,560.98	356,860.30
	2/28/2019			665.71	357,526.01
	3/31/2019			666.95	358,192.96
	4/30/2019			668.19	358,861.15
	5/31/2019			669.44	359,530.59
	6/30/2019			670.69	360,201.28
3	7/31/2019	53,298.77	49,285.85	4,012.92	307,574.45
	8/31/2019			573.77	308,148.22
	9/30/2019			574.84	308,723.06
	10/31/2019			575.91	309,298.97
	11/30/2019			576.98	309,875.95
	12/31/2019			578.06	310,454.01
4	1/31/2020	53,298.77	49,840.07	3,458.70	257,734.38
	2/29/2020			480.79	258,215.17
	3/31/2020			481.69	258,696.86
	4/30/2020			482.59	259,179.45
	5/31/2020			483.49	259,662.94
	6/30/2020			484.39	260,147.33
5	7/31/2020	53,298.77	50,400.53	2,898.24	207,333.85
	8/31/2020			386.77	207,720.62
	9/30/2020			387.49	208,108.11
	10/31/2020			388.22	208,496.33
	11/30/2020			388.94	208,885.27
	12/31/2020			389.67	209,274.94
6	1/31/2021	53,298.77	50,967.29	2,331.48	156,366.56
	2/28/2021			291.69	156,658.25

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 8 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	3/31/2021			292.24	156,950.49
	4/30/2021			292.78	157,243.27
	5/31/2021			293.33	157,536.60
	6/30/2021			293.88	157,830.48
7	7/31/2021	53,298.77	51,540.42	1,758.35	104,826.14
	8/31/2021			195.55	105,021.69
	9/30/2021			195.91	105,217.60
	10/31/2021			196.28	105,413.88
	11/30/2021			196.64	105,610.52
	12/31/2021			197.01	105,807.53
8	1/31/2022	53,298.77	52,120.00	1,178.77	52,706.14
	2/28/2022			98.32	52,804.46
	3/31/2022			98.50	52,902.96
	4/30/2022			98.69	53,001.65
	5/31/2022			98.87	53,100.52
	6/30/2022			99.06	53,199.58
9	7/31/2022	53,298.77	52,706.14	592.63	0.00
<b>Totals:</b>		479,688.93	454,640.45	25,048.48	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 8 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		454,640.45
<b>Totals:</b>			454,640.45

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 9 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$454,640.45**  
**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	4/30/2018			848.64	455,489.09
	5/31/2018			850.23	456,339.32
	6/30/2018			851.82	457,191.14
	7/31/2018	53,201.25	49,797.15	3,404.10	404,843.30
	8/31/2018			755.69	405,598.99
	9/30/2018			757.10	406,356.09
	10/31/2018			758.52	407,114.61
2	11/30/2018			759.93	407,874.54
	12/31/2018			761.35	408,635.89
	1/31/2019	53,201.25	48,645.89	4,555.36	356,197.41
	2/28/2019			664.89	356,862.30
	3/31/2019			666.13	357,528.43
	4/30/2019			667.37	358,195.80
	5/31/2019			668.62	358,864.42
3	6/30/2019			669.87	359,534.29
	7/31/2019	53,201.25	49,193.25	4,008.00	307,004.16
	8/31/2019			573.06	307,577.22
	9/30/2019			574.13	308,151.35
	10/31/2019			575.20	308,726.55
	11/30/2019			576.28	309,302.83
	12/31/2019			577.35	309,880.18
4	1/31/2020	53,201.25	49,746.80	3,454.45	257,257.36
	2/29/2020			480.20	257,737.56
	3/31/2020			481.10	258,218.66
	4/30/2020			482.00	258,700.66
	5/31/2020			482.90	259,183.56
	6/30/2020			483.80	259,667.36
	7/31/2020	53,201.25	50,306.55	2,894.70	206,950.81
5	8/31/2020			386.30	207,337.11
	9/30/2020			387.02	207,724.13
	10/31/2020			387.74	208,111.87
	11/30/2020			388.47	208,500.34
	12/31/2020			389.19	208,889.53
	1/31/2021	53,201.25	50,872.61	2,328.64	156,078.20
	2/28/2021			291.34	156,369.54
6	3/31/2021			291.88	156,661.42



**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 9 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	4/30/2021			292.43	156,953.85
	5/31/2021			292.97	157,246.82
	6/30/2021			293.52	157,540.34
7	7/31/2021	53,201.25	51,445.04	1,756.21	104,633.16
	8/31/2021			195.31	104,828.47
	9/30/2021			195.68	105,024.15
	10/31/2021			196.04	105,220.19
	11/30/2021			196.41	105,416.60
	12/31/2021			196.77	105,613.37
8	1/31/2022	53,201.25	52,023.90	1,177.35	52,609.26
	2/28/2022			98.20	52,707.46
	3/31/2022			98.39	52,805.85
	4/30/2022			98.57	52,904.42
	5/31/2022			98.75	53,003.17
	6/30/2022			98.94	53,102.11
9	7/31/2022	53,201.25	52,609.26	591.99	0.00
<b>Totals:</b>		478,811.25	454,640.45	24,170.80	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		454,640.45
<b>Totals:</b>			454,640.45

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$394,423.29**

**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	5/31/2018	46,070.30	43,855.94	736.74	395,160.03
	6/30/2018			738.12	395,898.15
	7/31/2018			2,214.36	350,567.35
	8/31/2018			654.82	351,222.17
	9/30/2018			656.05	351,878.22
	10/31/2018			657.27	352,535.49
	11/30/2018			658.50	353,193.99
2	12/31/2018	46,070.30	42,122.97	659.73	353,853.72
	1/31/2019			3,947.33	308,444.38
	2/28/2019			576.14	309,020.52
	3/31/2019			577.22	309,597.74
	4/30/2019			578.30	310,176.04
	5/31/2019			579.38	310,755.42
	6/30/2019			580.46	311,335.88
3	7/31/2019	46,070.30	42,597.26	3,473.04	265,847.12
	8/31/2019			496.58	266,343.70
	9/30/2019			497.50	266,841.20
	10/31/2019			498.43	267,339.63
	11/30/2019			499.36	267,838.99
	12/31/2019			500.30	268,339.29
	4			1/31/2020	46,070.30
2/29/2020		416.11	223,186.33		
3/31/2020		416.89	223,603.22		
4/30/2020		417.67	224,020.89		
5/31/2020		418.45	224,439.34		
6/30/2020		419.23	224,858.57		
5		7/31/2020	46,070.30	43,561.94	
	8/31/2020	334.74			179,543.02
	9/30/2020	335.37			179,878.39
	10/31/2020	335.99			180,214.38
	11/30/2020	336.62			180,551.00
	12/31/2020	337.25			180,888.25
	6	1/31/2021			46,070.30
2/28/2021		252.46	135,408.29		
3/31/2021		252.93	135,661.22		
4/30/2021		253.40	135,914.62		

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	5/31/2021			253.87	136,168.49
	6/30/2021			254.35	136,422.84
7	7/31/2021	46,070.30	44,548.47	1,521.83	90,607.36
	8/31/2021			169.25	90,776.61
	9/30/2021			169.56	90,946.17
	10/31/2021			169.88	91,116.05
	11/30/2021			170.20	91,286.25
	12/31/2021			170.51	91,456.76
8	1/31/2022	46,070.30	45,050.07	1,020.23	45,557.29
	2/28/2022			85.10	45,642.39
	3/31/2022			85.26	45,727.65
	4/30/2022			85.41	45,813.06
	5/31/2022			85.57	45,898.63
	6/30/2022			85.73	45,984.36
9	7/31/2022	46,070.30	45,557.29	513.01	0.00
<b>Totals:</b>		414,632.70	394,423.29	20,209.41	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 10 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		394,423.29
<b>Totals:</b>			394,423.29

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$394,423.29**

**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	6/30/2018			737.27	395,160.56
	7/31/2018	45,985.97	44,510.05	1,475.92	349,913.24
	8/31/2018			654.07	350,567.31
	9/30/2018			655.29	351,222.60
	10/31/2018			656.52	351,879.12
	11/30/2018			657.74	352,536.86
	12/31/2018			658.97	353,195.83
2	1/31/2019	45,985.97	42,043.17	3,942.80	307,870.07
	2/28/2019			575.48	308,445.55
	3/31/2019			576.56	309,022.11
	4/30/2019			577.63	309,599.74
	5/31/2019			578.71	310,178.45
	6/30/2019			579.80	310,758.25
3	7/31/2019	45,985.97	42,516.91	3,469.06	265,353.16
	8/31/2019			496.01	265,849.17
	9/30/2019			496.93	266,346.10
	10/31/2019			497.86	266,843.96
	11/30/2019			498.79	267,342.75
	12/31/2019			499.73	267,842.48
4	1/31/2020	45,985.97	42,995.99	2,989.98	222,357.17
	2/29/2020			415.64	222,772.81
	3/31/2020			416.41	223,189.22
	4/30/2020			417.19	223,606.41
	5/31/2020			417.97	224,024.38
	6/30/2020			418.75	224,443.13
5	7/31/2020	45,985.97	43,480.47	2,505.50	178,876.70
	8/31/2020			334.36	179,211.06
	9/30/2020			334.99	179,546.05
	10/31/2020			335.61	179,881.66
	11/30/2020			336.24	180,217.90
	12/31/2020			336.87	180,554.77
6	1/31/2021	45,985.97	43,970.40	2,015.57	134,906.30
	2/28/2021			252.17	135,158.47
	3/31/2021			252.64	135,411.11
	4/30/2021			253.12	135,664.23
	5/31/2021			253.59	135,917.82

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	6/30/2021			254.06	136,171.88
7	7/31/2021	45,985.97	44,465.85	1,520.12	90,440.45
	8/31/2021			169.05	90,609.50
	9/30/2021			169.37	90,778.87
	10/31/2021			169.69	90,948.56
	11/30/2021			170.00	91,118.56
	12/31/2021			170.32	91,288.88
8	1/31/2022	45,985.97	44,966.90	1,019.07	45,473.55
	2/28/2022			85.00	45,558.55
	3/31/2022			85.16	45,643.71
	4/30/2022			85.32	45,729.03
	5/31/2022			85.48	45,814.51
	6/30/2022			85.64	45,900.15
9	7/31/2022	45,985.97	45,473.55	512.42	0.00
<b>Totals:</b>		413,873.73	394,423.29	19,450.44	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		394,423.29
Totals:			394,423.29



## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$37,532.00**

**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	7/31/2018	4,367.86	4,297.65	70.21	33,234.35
	8/31/2018			62.17	33,296.52
	9/30/2018			62.29	33,358.81
	10/31/2018			62.40	33,421.21
	11/30/2018			62.52	33,483.73
	12/31/2018			62.64	33,546.37
2	1/31/2019	4,367.86	3,993.09	374.77	29,241.26
	2/28/2019			54.70	29,295.96
	3/31/2019			54.80	29,350.76
	4/30/2019			54.91	29,405.67
	5/31/2019			55.01	29,460.68
	6/30/2019			55.11	29,515.79
3	7/31/2019	4,367.86	4,038.12	329.74	25,203.14
	8/31/2019			47.15	25,250.29
	9/30/2019			47.23	25,297.52
	10/31/2019			47.32	25,344.84
	11/30/2019			47.41	25,392.25
	12/31/2019			47.50	25,439.75
4	1/31/2020	4,367.86	4,083.66	284.20	21,119.48
	2/29/2020			39.51	21,158.99
	3/31/2020			39.58	21,198.57
	4/30/2020			39.66	21,238.23
	5/31/2020			39.73	21,277.96
	6/30/2020			39.80	21,317.76
5	7/31/2020	4,367.86	4,129.70	238.16	16,989.78
	8/31/2020			31.78	17,021.56
	9/30/2020			31.84	17,053.40
	10/31/2020			31.90	17,085.30
	11/30/2020			31.96	17,117.26
	12/31/2020			32.02	17,149.28
6	1/31/2021	4,367.86	4,176.28	191.58	12,813.50
	2/28/2021			23.97	12,837.47
	3/31/2021			24.01	12,861.48
	4/30/2021			24.06	12,885.54
	5/31/2021			24.10	12,909.64
	6/30/2021			24.15	12,933.79

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
7	7/31/2021	4,367.86	4,223.38	144.48	8,590.12
	8/31/2021			16.07	8,606.19
	9/30/2021			16.10	8,622.29
	10/31/2021			16.13	8,638.42
	11/30/2021			16.16	8,654.58
	12/31/2021			16.19	8,670.77
	8			1/31/2022	4,367.86
2/28/2022		8.08	4,327.21		
3/31/2022		8.09	4,335.30		
4/30/2022		8.11	4,343.41		
5/31/2022		8.13	4,351.54		
6/30/2022		8.14	4,359.68		
9		7/31/2022	4,367.86	4,319.13	
<b>Totals:</b>		39,310.74	37,532.00	1,778.74	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 12 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		37,532.00
<b>Totals:</b>			37,532.00

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

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### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$2,934,519.80**

**Interest Rate for Schedule: 2.23%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	8/31/2018			5,456.03	2,939,975.83
	9/30/2018			5,466.18	2,945,442.01
	10/31/2018			5,476.34	2,950,918.35
	11/30/2018			5,486.52	2,956,404.87
	12/31/2018			5,496.72	2,961,901.59
1	1/31/2019	385,555.41	352,666.68	32,888.73	2,581,853.12
	2/28/2019			4,800.33	2,586,653.45
	3/31/2019			4,809.26	2,591,462.71
	4/30/2019			4,818.20	2,596,280.91
	5/31/2019			4,827.16	2,601,108.07
	6/30/2019			4,836.13	2,605,944.20
2	7/31/2019	385,555.41	356,619.20	28,936.21	2,225,233.92
	8/31/2019			4,137.29	2,229,371.21
	9/30/2019			4,144.98	2,233,516.19
	10/31/2019			4,152.69	2,237,668.88
	11/30/2019			4,160.41	2,241,829.29
	12/31/2019			4,168.14	2,245,997.43
3	1/31/2020	385,555.41	360,616.01	24,939.40	1,864,617.91
	2/29/2020			3,466.81	1,868,084.72
	3/31/2020			3,473.25	1,871,557.97
	4/30/2020			3,479.71	1,875,037.68
	5/31/2020			3,486.18	1,878,523.86
	6/30/2020			3,492.66	1,882,016.52
4	7/31/2020	385,555.41	364,657.64	20,897.77	1,499,960.27
	8/31/2020			2,788.82	1,502,749.09
	9/30/2020			2,794.00	1,505,543.09
	10/31/2020			2,799.20	1,508,342.29
	11/30/2020			2,804.40	1,511,146.69
	12/31/2020			2,809.61	1,513,956.30
5	1/31/2021	385,555.41	368,744.54	16,810.87	1,131,215.73
	2/28/2021			2,103.22	1,133,318.95
	3/31/2021			2,107.13	1,135,426.08
	4/30/2021			2,111.05	1,137,537.13
	5/31/2021			2,114.98	1,139,652.11
	6/30/2021			2,118.91	1,141,771.02
6	7/31/2021	385,555.41	372,877.27	12,678.14	758,338.46

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 13 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	8/31/2021			1,409.95	759,748.41
	9/30/2021			1,412.57	761,160.98
	10/31/2021			1,415.20	762,576.18
	11/30/2021			1,417.83	763,994.01
	12/31/2021			1,420.46	765,414.47
7	1/31/2022	385,555.41	377,056.30	8,499.11	381,282.16
	2/28/2022			708.90	381,991.06
	3/31/2022			710.22	382,701.28
	4/30/2022			711.54	383,412.82
	5/31/2022			712.86	384,125.68
	6/30/2022			714.19	384,839.87
8	7/31/2022	385,555.41	381,282.16	4,273.25	0.00
<b>Totals:</b>		3,084,443.28	2,934,519.80	149,923.48	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 13 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		2,934,519.80
<b>Totals:</b>			2,934,519.80

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 14 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$314,032.54**

**Interest Rate for Schedule: 2.23%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	9/30/2018			584.29	314,616.83
	10/31/2018			585.38	315,202.21
	11/30/2018			586.47	315,788.68
	12/31/2018			587.56	316,376.24
1	1/31/2019	41,184.39	38,252.04	2,932.35	275,780.50
	2/28/2019			513.12	276,293.62
	3/31/2019			514.07	276,807.69
	4/30/2019			515.03	277,322.72
	5/31/2019			515.99	277,838.71
	6/30/2019			516.95	278,355.66
2	7/31/2019	41,184.39	38,091.32	3,093.07	237,689.18
	8/31/2019			442.25	238,131.43
	9/30/2019			443.07	238,574.50
	10/31/2019			443.89	239,018.39
	11/30/2019			444.72	239,463.11
	12/31/2019			445.55	239,908.66
3	1/31/2020	41,184.39	38,518.54	2,665.85	199,170.64
	2/29/2020			370.58	199,541.22
	3/31/2020			371.27	199,912.49
	4/30/2020			371.96	200,284.45
	5/31/2020			372.65	200,657.10
	6/30/2020			373.34	201,030.44
4	7/31/2020	41,184.39	38,950.55	2,233.84	160,220.09
	8/31/2020			298.11	160,518.20
	9/30/2020			298.66	160,816.86
	10/31/2020			299.22	161,116.08
	11/30/2020			299.77	161,415.85
	12/31/2020			300.33	161,716.18
5	1/31/2021	41,184.39	39,387.41	1,796.98	120,832.68
	2/28/2021			224.82	121,057.50
	3/31/2021			225.24	121,282.74
	4/30/2021			225.66	121,508.40
	5/31/2021			226.08	121,734.48
	6/30/2021			226.50	121,960.98
6	7/31/2021	41,184.39	39,829.17	1,355.22	81,003.51
	8/31/2021			150.72	81,154.23

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 14 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	9/30/2021			151.00	81,305.23
	10/31/2021			151.28	81,456.51
	11/30/2021			151.56	81,608.07
	12/31/2021			151.84	81,759.91
7	1/31/2022	41,184.39	40,275.87	908.52	40,727.64
	2/28/2022			75.78	40,803.42
	3/31/2022			75.92	40,879.34
	4/30/2022			76.06	40,955.40
	5/31/2022			76.20	41,031.60
	6/30/2022			76.34	41,107.94
8	7/31/2022	41,184.39	40,727.64	456.75	0.00
<b>Totals:</b>		329,475.12	314,032.54	15,442.58	



**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 14 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		314,032.54
Totals:			314,032.54

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 15 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$314,032.54**

**Interest Rate for Schedule: 2.23%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	10/31/2018			584.75	314,617.29
	11/30/2018			585.83	315,203.12
	12/31/2018			586.92	315,790.04
1	1/31/2019	41,109.37	38,763.85	2,345.52	275,268.69
	2/28/2019			512.56	275,781.25
	3/31/2019			513.52	276,294.77
	4/30/2019			514.48	276,809.25
	5/31/2019			515.43	277,324.68
	6/30/2019			516.39	277,841.07
2	7/31/2019	41,109.37	38,019.64	3,089.73	237,249.05
	8/31/2019			441.77	237,690.82
	9/30/2019			442.59	238,133.41
	10/31/2019			443.42	238,576.83
	11/30/2019			444.24	239,021.07
	12/31/2019			445.07	239,466.14
3	1/31/2020	41,109.37	38,446.38	2,662.99	198,802.67
	2/29/2020			370.18	199,172.85
	3/31/2020			370.87	199,543.72
	4/30/2020			371.56	199,915.28
	5/31/2020			372.25	200,287.53
	6/30/2020			372.95	200,660.48
4	7/31/2020	41,109.37	38,877.92	2,231.45	159,924.75
	8/31/2020			297.79	160,222.54
	9/30/2020			298.34	160,520.88
	10/31/2020			298.90	160,819.78
	11/30/2020			299.45	161,119.23
	12/31/2020			300.01	161,419.24
5	1/31/2021	41,109.37	39,314.31	1,795.06	120,610.44
	2/28/2021			224.58	120,835.02
	3/31/2021			225.00	121,060.02
	4/30/2021			225.42	121,285.44
	5/31/2021			225.84	121,511.28
	6/30/2021			226.26	121,737.54
6	7/31/2021	41,109.37	39,755.59	1,353.78	80,854.85
	8/31/2021			150.56	81,005.41
	9/30/2021			150.84	81,156.25

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 15 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	10/31/2021			151.12	81,307.37
	11/30/2021			151.40	81,458.77
	12/31/2021			151.68	81,610.45
7	1/31/2022	41,109.37	40,201.81	907.56	40,653.04
	2/28/2022			75.70	40,728.74
	3/31/2022			75.84	40,804.58
	4/30/2022			75.98	40,880.56
	5/31/2022			76.12	40,956.68
	6/30/2022			76.26	41,032.94
8	7/31/2022	41,109.37	40,653.04	456.33	0.00
<b>Totals:</b>		328,874.96	314,032.54	14,842.42	

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 15 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		314,032.54

**Totals:** 314,032.54

## IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 16 of 16

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount: \$174,628.91**

**Interest Rate for Schedule: 2.24%**

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	11/30/2018			325.44	174,954.35
	12/31/2018			326.05	175,280.40
	1/31/2019	22,818.67	21,840.53	978.14	152,788.38
	2/28/2019			284.74	153,073.12
	3/31/2019			285.27	153,358.39
	4/30/2019			285.80	153,644.19
2	5/31/2019			286.33	153,930.52
	6/30/2019			286.87	154,217.39
	7/31/2019	22,818.67	21,102.26	1,716.41	131,686.12
	8/31/2019			245.41	131,931.53
	9/30/2019			245.87	132,177.40
	10/31/2019			246.33	132,423.73
3	11/30/2019			246.79	132,670.52
	12/31/2019			247.25	132,917.77
	1/31/2020	22,818.67	21,339.31	1,479.36	110,346.81
	2/29/2020			205.64	110,552.45
	3/31/2020			206.03	110,758.48
	4/30/2020			206.41	110,964.89
4	5/31/2020			206.80	111,171.69
	6/30/2020			207.18	111,378.87
	7/31/2020	22,818.67	21,579.04	1,239.63	88,767.77
	8/31/2020			165.43	88,933.20
	9/30/2020			165.74	89,098.94
	10/31/2020			166.05	89,264.99
5	11/30/2020			166.35	89,431.34
	12/31/2020			166.66	89,598.00
	1/31/2021	22,818.67	21,821.46	997.21	66,946.31
	2/28/2021			124.76	67,071.07
	3/31/2021			124.99	67,196.06
	4/30/2021			125.23	67,321.29
6	5/31/2021			125.46	67,446.75
	6/30/2021			125.69	67,572.44
	7/31/2021	22,818.67	22,066.61	752.06	44,879.70
	8/31/2021			83.64	44,963.34
	9/30/2021			83.79	45,047.13
	10/31/2021			83.95	45,131.08

**IBM Credit LLC  
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 16 of 16

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	11/30/2021			84.11	45,215.19
	12/31/2021			84.26	45,299.45
7	1/31/2022	22,818.67	22,314.50	504.17	22,565.20
	2/28/2022			42.05	22,607.25
	3/31/2022			42.13	22,649.38
	4/30/2022			42.21	22,691.59
	5/31/2022			42.29	22,733.88
	6/30/2022			42.37	22,776.25
8	7/31/2022	22,818.67	22,565.20	253.47	0.00
<b>Totals:</b>		182,549.36	174,628.91	7,920.45	

**IBM Credit LLC  
Lease Payment Schedule**

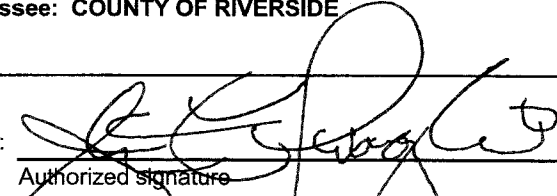
Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 035958

Schedule 16 of 16

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		174,628.91
<b>Totals:</b>			174,628.91

Lessee: COUNTY OF RIVERSIDE

By:   
Authorized signature

Name (type or print): **JOHN TAVAGLIONE**

Title (type or print): **CHAIRMAN, BOARD OF SUPERVISORS**

Date: **JUN 20 2017**

ATTEST:

**KEDIA HARPER-IHEM, Clerk**

By:   
DEPUTY

**LESSEE'S CERTIFICATE**

**Re: Lease/Purchase Supplement No. 035958 to Lease/Purchase Master Agreement No. 072514789G between IBM Credit LLC and COUNTY OF RIVERSIDE ("Lessee").**

**The undersigned (person signing at the bottom of this document), being the duly qualified and acting representative of the Lessee with the title indicated at the bottom of this document does hereby certify, as of the date executed, as follows:**

1. Lessee did, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

<b>NAME OF EXECUTING OFFICIAL(S) AUTHORIZED TO SIGN ANY LEASE/PURCHASE SUPPLEMENT DOCUMENTS (incl. CERT of ACCEPTANCE)</b>  NOTE: THE PERSON SIGNING AT THE BOTTOM OF THIS DOCUMENT SHOULD <u>NOT</u> BE LISTED IN THIS TABLE	<b>TITLE OF EXECUTING OFFICIAL(S)</b>	<b>SIGNATURE OF EXECUTING OFFICIAL(S)</b>
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. Any meeting(s) of the governing body of the Lessee which were required for the Lease/Purchase Supplement to be approved and authorized to be executed, were duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State. The meeting of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was held on \_\_\_\_\_ **[Lessee must enter the meeting date or "n/a"]**.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.)  
**[Lessee must select one option below.]**

\_\_\_\_ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_ Not applicable



LESSEE'S CERTIFICATE

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion? [Lessee must select one option below.]

Yes \_\_\_ No \_\_\_. If yes, then please describe the circumstances of such termination:

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: COUNTY OF RIVERSIDE

\*\*By (Signature): [Handwritten Signature]
\*PRINTED NAME: JOHN TAVAGLIONE
\*TITLE: CHAIRMAN, BOARD OF SUPERVISORS
\*DATE: JUN 20 2017

ATTEST:
KECIA HARPER IHEM, Clerk
BY [Handwritten Signature]
DEPUTY

\*\*SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN IN THE TABLE ABOVE. (I.E. SIGNER MUST NOT BE THE SAME PERSON WHO SIGNED THE LEASE/PURCHASE SUPPLEMENT DOCUMENTS)

A SELECTION OR RESPONSE MUST BE MADE IN REGARDS TO STATEMENTS 3, 8 & 9.

\*ALL FIELDS ARE REQUIRED TO BE COMPLETED.