

# LEASE NO: 810-9013047-001

Your DELL Customer Number is: 2694561



Company No 84

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE <b>GAVILAN JOINT COMMUNITY COLLEGE DISTRICT</b>		LEASE TERM (MONTHS) <b>60</b>	ANNUAL RENT PAYMENT(S) ^ <b>\$27,177.23</b> principal and interest components as set forth on Attachment B ^Subject to Applicable Tax	TRANSACTION PROCESSING FEE*  \$0.00
DBA NAME (IF ANY)	TYPE OF ENTITY <b>Municipality</b>	FINANCING TERMS PRODUCT COST <b>\$135,886.16</b>  <b>(ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE).</b> **Shipping Charges are not included in the Annual Rental Payment, and will appear as a one time charge on your first invoice.		
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE  <b>5055 SANTA TERESA BLVD GILROY, CA 95020</b>		INTEREST RATE  <b>4.55%</b>	PRINCIPAL AMOUNT FINANCED  <b>\$124,335.84</b>	
PRODUCT LOCATION  <b>SEE ATTACHMENT A</b>		GENERAL PRODUCT DESCRIPTION/SUPPLIER  <b>SEE ATTACHMENT A</b>		
		END OF LEASE PURCHASE OPTION  <b>Tax Exempt Lease Purchase</b>		

942278279

FEDERAL EMPLOYER IDENTIFICATION #

## TERMS AND CONDITIONS OF LEASE

**1. Lease; Acceptance and Commencement; Term; Rent:** We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at [www.dell.com](http://www.dell.com), within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy and we receive reimbursement from Dell for the full Product Cost shown above, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent annual period (or the following day of the subsequent annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

**2. Funding Intent; Nonappropriation of Funds:** You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues,

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funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

**3. Representations, Warranties and Covenants:** You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

**4. No Warranties:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

**5. Selection and Ordering of Products:** You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

**6. Location; Use; Alterations; Inspection:** You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

**7. Title; Quiet Enjoyment; Personal Property; Filing:** You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

**8. Loss or Damage:** From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our

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residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "**AS-IS-WHERE-IS**", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

**9. Insurance:** For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

**10. Taxes:** You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

**11. Return:** In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for de-installing, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

**12. Purchase Option:** If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of \$1.00. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products, if any, to you "**AS-IS-WHERE-IS**", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

**13. Assignment:** **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

**14. Default:** Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

**15. Remedies:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

**16. Indemnity:** To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

**17. Miscellaneous:** You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

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BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

<b>LESSEE:</b> GAVILAN JOINT COMMUNITY COLLEGE DISTRICT		<b>LESSOR:</b> Dell Financial Services L.L.C. 99355 Collections Center Drive Chicago, IL 60693 <i>PHONE (800) 955-3355</i> <i>FAX (512) 723-6659 or</i> <i>FAX (512) 246-2028</i>	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE	DATE	PRINT NAME AND TITLE	DATE

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**LEASE AGREEMENT**  
**Attachment A**

Company No: 84

Attached hereto and made a part hereof Lease No: 810 - 9013047-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and GAVILAN JOINT COMMUNITY COLLEGE DISTRICT as Lessee

**Product Location**  
5055 SANTA TERESA BLVD  
GILROY  
CA  
95020

**General Product Description/Supplier/Quantity**  
Dell Order #176844180

Description	Quantity
Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, IO to PSU air, 1x AC PSU, DNOS 9	9
On-Site Installation Declined	9
	1
	1
Dell Networking OS 9, S3048-ON	9
Power Supply, 200w, IO to PSU airflow, S3048-ON	9
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	9
Dell Hardware Limited Warranty Extended Year(s)	9
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 6 Year Extended	9
ProSupport: 7x24 HW / SW Tech Support and Assistance, 7 Year	9
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355	9
Info 3rd Party Software Warranty provided by Vendor	9
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	18
Dell Networking S3048-ON User Guide	9
Non-Canada Orders	9
Dell Hardware Limited Warranty Initial Year	9

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Dell Order #176844198

Description	Quantity
Dell Networking,Cable,SFP+ to SFP+,10GbE,Copper Twinax Direct Attach Cable,0.5 Meter - Kit	34
Dell Networking, Transceiver, SFP, 1000BASE-SX, 850nm Wavelength, 550m Reach - Kit	2
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5 Meter,CusKit	2
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter,CusKit	6
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach - Kit	12
Dell Networking, Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach - Kit	72

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5055 SANTA TERESA BLVD  
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Dell Order #176230695

Description	Quantity
Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, IO to PSU air, 1x AC PSU, DNOS 9	2
	1
Dell Education Services - Dell Networking Data Center Advanced Features & Administration - 4 day Public ILT/VILT	2
	1
Dell Networking OS 9, S3048-ON	2
Software, Rights to use L3 on OS9, S3048-ON	2
Power Supply, 200w, IO to PSU airflow, S3048-ON	2
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	4
Dell Networking S3048-ON User Guide	2
Non-Canada Orders	2
Dell Hardware Limited Warranty Initial Year	2
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	2
Dell Hardware Limited Warranty Extended Year(s)	2
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 6 Year Extended	2
ProSupport: 7x24 HW / SW Tech Support and Assistance, 7 Year	2
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355	2
Info 3rd Party Software Warranty provided by Vendor	2
On-Site Installation Declined	2

5055 SANTA TERESA BLVD  
GILROY  
CA  
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Dell Order #176230711

Description	Quantity
Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, IO to PSU air, 1x AC PSU, DNOS 9	10
Dell Hardware Limited Warranty Initial Year	10
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	10
Dell Hardware Limited Warranty Extended Year(s)	10
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 6 Year Extended	10
ProSupport: 7x24 HW / SW Tech Support and Assistance, 7 Year	10
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355	10
Info 3rd Party Software Warranty provided by Vendor	10
On-Site Installation Declined	10
	1
	1
Dell Networking OS 9, S3048-ON	10
Power Supply, 200w, IO to PSU airflow, S3048-ON	10
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	20
Dell Networking S3048-ON User Guide	10

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Non-Canada Orders  
Dell Order #176230729 10

Description	Quantity
Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, IO to PSU air, 1x AC PSU, DNOS 9	10
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355	10
Info 3rd Party Software Warranty provided by Vendor	10
On-Site Installation Declined	10
	1
	1
Dell Networking OS 9, S3048-ON	10
Power Supply, 200w, IO to PSU airflow, S3048-ON	10
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	20
Dell Networking S3048-ON User Guide	10
Non-Canada Orders	10
Dell Hardware Limited Warranty Initial Year	10
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	10
Dell Hardware Limited Warranty Extended Year(s)	10
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 6 Year Extended	10
ProSupport: 7x24 HW / SW Tech Support and Assistance, 7 Year	10

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GILROY  
CA  
95020

Dell Order #176230737

Description	Quantity
Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, IO to PSU air, 1x AC PSU, DNOS 9	10
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355	10
Info 3rd Party Software Warranty provided by Vendor	10
On-Site Installation Declined	10
	1
	1
Dell Networking OS 9, S3048-ON	10
Power Supply, 200w, IO to PSU airflow, S3048-ON	10
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	20
Dell Networking S3048-ON User Guide	10
Non-Canada Orders	10
Dell Hardware Limited Warranty Initial Year	10
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	10
Dell Hardware Limited Warranty Extended Year(s)	10
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 6 Year Extended	10
ProSupport: 7x24 HW / SW Tech Support and Assistance, 7 Year	10

All other terms and conditions of the Lease shall remain unchanged.

**LEASE NO: 810-9013047-001**

Your DELL Customer Number is: 2694561



**LEASE AGREEMENT**  
***Attachment B***

Company No: 84

Attached hereto and made a part hereof Lease No: 810 - 9013047-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and GAVILAN JOINT COMMUNITY COLLEGE DISTRICT as Lessee

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	135886.16					
<i>DLED*</i>	(11,550.32)					
1	124,335.84	27,177.23	-	27,177.23	97,158.60	97,158.60
2	97,158.60	27,177.23	4,517.53	22,659.70	74,498.91	74,498.91
3	74,498.91	27,177.23	3,463.94	23,713.29	50,785.61	50,785.61
4	50,785.61	27,177.23	2,361.35	24,815.88	25,969.73	25,969.73
5	25,969.73	27,177.23	1,207.50	25,969.73	(0.00)	-

\*DFS Lease Equipment Discount