

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1529786 (the "Schedule") to Master State & Local Government Lease Agreement No. 1288988 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your** and **lessee** mean you, our customer. The words **we, us, our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description	Product/Equipment Address
150	LVO ThinkCentre M710Q I3-7100T W10P	205 Airport Road, Elkton, KY 42220
150	Lenovo ThinkCentre Tiny-in-One 22 - Gen 3 - LED monitor	205 Airport Road, Elkton, KY 42220

For additional equipment and accessories, attach addendum.

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- ☐ Fair Market Value
☒ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment \$30,598.20 (plus taxes, if applicable)

Term (Years) 3

Payment Frequency Annual

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$ ____ (due with first invoice)

Additional Provisions:

First Annual Payment Due 30 Days Following Commencement

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____

Printed Name _____

Print Title _____

Lessee

TODD COUNTY BOARD OF EDUCATION

Lessee Legal Name

Lessee "Doing Business As" Name

205 Airport Road

Billing Street Address

Elkton, KY 42220

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

BY SIGNING THIS SCHEDULE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE; (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE.

LESSEE SIGNATURE

TODD COUNTY BOARD OF EDUCATION

Lessee Legal Name

X _____ **X** _____
Authorized Signature Date Signed

X _____
Print Signer's Name

Print Signer's Title

Federal Tax ID Number

**ADDENDUM TO MASTER STATE & LOCAL GOVERNMENT
LEASE AGREEMENT #1288988 AND SCHEDULE #1529786 TO MASTER
STATE & LOCAL GOVERNMENT LEASE AGREEMENT #1288988**

This Addendum forms and is made a part of that certain Master State & Local Government Lease Agreement and the Schedule to Master State & Local Government Lease Agreement (collectively, the "Agreement") between Lenovo Financial Services and Todd County Board of Education ("Lessee") referenced above. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement. Both parties agree that the Agreement is revised as follows:

1. Section 16 of the Master State & Local Government Lease Agreement, entitled NONAPPROPRIATION OF FUNDS, is revised by deleting the language "and provided that you have exhausted all funds legally available for payment of the Lease Payments" from the first sentence.
2. The Schedule to Master State & Local Government Lease Agreement is revised by deleting the final sentence in the TERMS AND CONDITIONS section, which currently reads as follows: "BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE."

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Master State & Local Government Lease Agreement #1288988 and Schedule #1529786 to Master State & Local Government Lease Agreement #1288988 on _____, 2018.

Lenovo Financial Services

Todd County Board of Education

By: _____

By: _____

Title: _____

Title: _____

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of TODD COUNTY BOARD OF EDUCATION ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1288988 and, Schedule Number(s) 1529786, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1529786, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and TODD COUNTY BOARD OF EDUCATION ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: TODD COUNTY BOARD OF EDUCATION

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Lessee
identified below, agree:**

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement.

State & Local Government Lease Agreement or Schedule No. 1529786

Customer Name: TODD COUNTY BOARD OF EDUCATION

Authorized Signature

X

Title

Date