

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1736553 (the "Schedule") to Master State & Local Government Lease Agreement No. 968360 (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
14,000	HCS - Whiteglove	200 White Street Huntsville, AL 35801
14,000	SOFTWARE Google CROSSWDNEDU	200 White Street Huntsville, AL 35801
14,000	Hunt 3Y Protection with a Case Unlimited	200 White Street Huntsville, AL 35801
14,000	Lenovo 300e Chromebook 2nd Gen	200 White Street Huntsville, AL 35801

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 \$1,885,464.00 (plus taxes, if applicable)
 Term (Months) 36
 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: \$0.00 (due with first invoice)

Additional Provisions:

First payment is due 30 days from commencement

PLEASE NOTE: The underlying 24 month ICE Swap Rate is .262%. If the 24 month ICE Swap Rate, (published by ICE Benchmark Administration at <https://www.theice.com/marketdata/reports/180>) between the date of the proposal and the Commencement Date increases by more than 25bps, Lessor may, in its sole discretion, adjust the all-in rate upward in an amount equal to the difference in the two swap yields, and the Payment Factor will be adjusted accordingly. Further, Lenovo reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 90 days past the quote date at its sole discretion.

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

Huntsville City Board of Education, a political subdivision of the State of Alabama

Lessee Legal Name

Lessee "Doing Business As" Name

200 White Street

Billing Street Address

Huntsville, AL 35801

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

Huntsville City Board of Education, a political subdivision of the State of Alabama

Lessee Legal Name

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

X _____
 Print Signer's Name

 Print Signer's Title

 Federal Tax ID Number

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 Huntsville City Board of Education, a political subdivision of the State of Alabama ("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 Master Lease Agreement, Lease Number 968360, Schedule Number(s) 1736553, 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: State & Local Government Lease Agreement #N/A or Schedule # 1736553 to Master State & Local Government Lease Agreement #968360, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and Huntsville City Board of Education, a political subdivision of the State of Alabama("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is 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 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: Huntsville City Board of Education, a political subdivision of the State of Alabama

By: _____
(Authorized Signature)

(Name and Title - printed or typed)

Date: _____

State & Local Government -- Opinion of Counsel
(To be typed on letterhead of counsel)

<Date>

Lenovo Financial Services
One Deerwood
10201 Centurion Parkway North, Suite #100
Jacksonville, FL 32256

Attention: _____

Re: Lease No. 1736553 (the "Lease")

Ladies and Gentlemen:

I am legal counsel for Huntsville City Board of Education, a political subdivision of the State of Alabama (Lessee), and I am familiar with the above-referenced Lease by and between the Lessee and your company.

Based upon my examination of the Lease, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease and to carry out its obligations thereunder.
2. Lessee's obligation(s) under the Lease is a State or local bond within the meaning of Section 103 of the Code.
3. The Lease and other related documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease and the transaction(s) contemplated hereby.
5. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease), other than those created by the Lease.
6. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Agreement.
7. The Equipment is tangible personal property and, when subject to use by the Lessee, will not be or become a fixture or real property under the laws of the state where the equipment is being used by the Lessee.
8. All required public bidding procedures regarding an award to your company of the transaction(s) contemplated under the Lease have been properly and completely followed by the Lessee.
9. The Lessee shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Lease).
10. The Lease does not constitute, and is not expected to become, 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

Counsel

By: _____

Title: _____

Date: _____

INSURANCE INFORMATION REQUEST

Insurance Broker/Agent:

We have entered into an agreement (Product Schedule No. **1736553**) with Lenovo Financial Services ("LFS") for the lease/finance of equipment listed below.

Equipment Reference: Any and all equipment and products leased under Product Schedule **1736553**
Blanket coverage in excess of **\$5,418,000.00**

Please insure the equipment, and issue a written endorsement naming Lenovo Financial Services ISAOA as Additional Insured and Loss Payee and provide LFS with thirty (30) days' written notice of any material changes in coverage, cancellation or non-renewal. The policy should include the following endorsement:

The insurance under this policy shall be primary insurance and the company insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability herein without right of contribution from any other insurance effected by Lenovo Financial Services under any policy with any insurance company covering a loss covered under this policy.

Please provide LFS with proof of insurance in the form of a certificate of insurance. The certificate should include proof of the following:

- Physical Damage (All Risk)
- Theft coverage
- Bodily Injury and Property Damage Liability with limits of no less than \$1,000,000.

Please email or fax the insurance certificate to sales.us@lenovofs.com or fax to (866) 327-0552.

Forward certificates of insurance to: Lenovo Financial Services, ISAOA
10201 Centurion Parkway North #100
Jacksonville, FL 32256

Broker/ Agent Name:	_____
Address:	_____
Contact Name:	_____
Telephone: (____)____-____ ext.____	Fax: (____)____-____

Lessee/Insured: **Huntsville City Board of Education, a political subdivision of the State of Alabama**

By: _____
Authorized Signature

Type/Print Name & Title

Date

PLEASE SEND ONE COPY OF THE COMPLETED FORM TO YOUR BROKER AND RETURN ONE COPY TO US.

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. 1736553		
Customer Name: Huntsville City Board of Education, a political subdivision of the State of Alabama		
Authorized Signature		
X		
	Title	Date