## Lenovo Financial Services

# Schedule to Master State & Local Government Lease Agreement

This Schedule No. <u>1600341</u> (the "Schedule") to Master State & Local Government Lease Agreement No. <u>1108698</u> (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
1025	LVO Yoga 11E N4100 W10P
1025	LVO Yoga 11E N4100 W10P

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 
Other

### Term and Lease

Lease Payment \$<u>327,982.31</u> (plus taxes, if applicable) Term (Months) <u>36</u> 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 due within 30 days of lease 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

## Product/Equipment Address

201 E Jefferson Street, Central Campus, Joliet, IL 60432 401 N. Larkin Ave., West Campus, Joliet, IL 60435

#### Lessee

JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204 Lessee Legal Name

Lessee "Doing Business As" Name 300 CATERPILLAR DRIVE Billing Street Address JOLIET, IL 60436 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 LOCATION. 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. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

## LESSEE SIGNATURE

## JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204

Lessee Legal Name

x
Date Signed

Federal Tax ID Number

## **CERTIFICATE OF APPROPRIATIONS**

(State and Local Government Master Lease Agreement)

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this \_\_\_\_\_ day of \_\_\_\_\_, 20<u>19</u>.

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

RE: Schedule to Master State & Local Government Lease Agreement #<u>1600341</u>, dated \_\_\_\_\_, 20<u>19</u> (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and <u>Joliet Township High School District 204</u> ("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: Joliet Township High School District 204

By: \_\_\_\_

(Authorized Signature)

(Name and Title – printed or typed)

Date: