

Contract #252-2014

October 15, 2014

Lexington Fayette Urban County Government
200 E Main St Ste 726
Lexington, KY 40507-1310

RE: Application # 840883

Dear Mike Smith:

Thank you for the opportunity to provide leasing/financing to Lexington Fayette Urban County Government. Enclosed are the lease documents for the equipment and/or software that you wish to acquire from CDW.

Please sign and **overnight** the enclosed documents (See #7 below) to 2330 Interstate 30, Mesquite, TX 75150. **Please do not fill in the commencement date on Exhibit A. This date is determined when the lease funds.**

Please use the following as your checklist:

1. All "Lease Documents" **MUST** be signed and initialed where applicable by:
 - a. **Corporations:** Corporate Level, President, VP, Corporate Secretary/Treasurer, Controller, Director of Finance, Director of IT, Director of Operations
 - b. **Limited Liability Company:** Managing Member/ Managing Director
 - c. **Partnership:** Partner/General Partner
 - d. **Limited Partnership:** General Partner/ Managing Partner/ Managing Member
 - e. **Sole Proprietorship:** Owner
2. The Federal Tax ID No. for Lexington Fayette Urban County Government is _____
3. **PLEASE DO NOT USE WHITE-OUT or MAKE ANY CROSS OUTS ON ANY DOCUMENT. ELECTRONIC OR STAMPED SIGNATURES WILL NOT BE ACCEPTED. WE CANNOT ACCEPT DOUBLE SIDED DOCUMENTS.** Please print each page of the document set as a single page.
4. **Please reply to this email with a copy of your scanned signed documents so that we can check your documents before you overnight them. PLEASE DO NOT SEND YOUR DOCUMENTS VIA THE US POSTAL SERVICE. ONCE WE RECEIVE A COPY OF YOUR SCANNED DOCUMENTS WE WILL EMAIL A UPS LABEL TO YOU SO THAT YOU CAN RETURN THE ORIGINALS TO US. If you cannot scan the documents please fax a signed copy to fax # 972-755-8210.**
5. **ACH Required**
6. **Non-Appropriations Addendum**
7. **Tax Exempt Certificate**

If you have any questions, please feel free to call me at (800) 347-0628.

Sincerely,
Kristi Cooper
National Account Manager
VAR Resources, Inc.

Addendum to Purchase Order and Conditions of Credit Approval

To: Lexington Fayette Urban County Government

From: VAR Resources, Inc.

Approval Date: 10/15/14

Expiration Date: 12/14/14

Approval Amount: \$12,750.12

Lexington Fayette Urban County Government ("Customer") understands and agrees that VAR Resources, Inc. ("Lessor") will issue a Purchase Order(s) to the vendor(s) listed below for the product described in the lease or any schedule(s) attached to the lease (the "Product") pursuant to Customer's specific request. If for any reason within 10 days from the date of delivery by Vendor(s) of the product covered by the Purchase Order (the "Product") Customer: (i) fails to execute any required lease documents; (ii) does not provide Lessor with (a) written notice of acceptance of the delivered Product, (b) notice that it has returned some or all of the delivered Product only after Vendor(s) has provided written approval in advance of the return or (c) instructions to pay Vendor(s) for the Product; (iii) for any reason decides not to proceed with the lease; or (iv) for any reason defaults on the lease, then the Product shall be deemed accepted by Customer and Vendor(s) shall have recourse directly from Customer for immediate payment in full with respect to the Product, including, without limitation attorneys' fees and costs of collection, and customer indemnifies and holds Lessor harmless against all payment claims from the following vendor(s) : **CDW** .

CDW is an intended third party beneficiary of, and authorized to enforce, this Addendum.

Conditions of Credit Approval:

Funding is contingent upon our receipt of original executed lease contracts, executed delivery and acceptance form, verbal verification and any other documents required by VAR Resources. VAR Resources may revoke this approval at any time prior to funding or in the event of fraud or a material adverse change in the customer's financial condition. This approval will automatically expire on 12/14/14 as stated above. In the event of approval expiration or revocation, Lexington Fayette Urban County Government is responsible for paying all invoices for assets ordered from any vendor related to this lease/financing approval.

VAR Resources, Inc. will be issuing the purchase order to the vendors listed above for the items listed on the Schedule "A" of your lease agreement.

By signing this form, I agree that I have not issued, nor will issue a purchase order to the vendors listed above for the equipment and/or software listed on the Schedule "A" of my lease contract.

In the event that you or the any vendor(s) representative changes the ship to address to any address other than 200 E Main St Ste 726, Lexington, KY 40507-1310 you agree to pay cash to vendor(s) directly and the lease is considered void.

Agreed to and accepted this 16th day of Oct, 2014

Customer: Lexington Fayette Urban County Government

By: [Signature]

Print Name: WIMBRY

Title: MSMOR

VAR Resources, Inc.
2330 Interstate 30
Mesquite, TX 75150
972-755-8200
FAX 972-755-8210

DATE: October 15, 2014

Submission # 221475

Lexington Fayette Urban County Government

AMOUNT DUE AT SIGNING OF LEASE AGREEMENT

Documentation Fee (if applicable)	\$0.00
Deposit Due.....	<u>\$0.00</u>
Total Due	<u>\$0.00</u>

Deposits are held until such time as the lease is commenced. **Upon lease commencement deposits will be applied to the first and last payments under the lease contract. The lease will commence upon sending of the first invoice and not before.*

PLEASE MAKE CHECK PAYABLE TO: VAR Resources, Inc.

**CHECK MUST BE DRAWN ON THE BUSINESS CHECKING ACCOUNT OF:
Lexington Fayette Urban County Government.**

MONEY ORDERS CANNOT BE ACCEPTED. PLEASE BE ADVISED THAT INCLUDED IN THE FIRST MONTHLY INVOICE THAT YOU RECEIVE ON YOUR LEASE YOU WILL BE BILLED FOR THE APPLICABLE TAXES THAT WERE NOT COLLECTED UPFRONT. AS WELL, YOU MAY BE CHARGED A ONE TIME DOCUMENTATION FEE TO COVER ADMINISTRATIVE COSTS RELATED TO THE DOCUMENTATION PROCESS AND PUBLIC FILINGS PER THE TERMS IN YOUR LEASE DOCUMENTS AND YOU WILL ALSO BE CHARGED A ONE TIME UCC FILING FEE.

THANK YOU.



Exhibit A

Equipment Lease Schedule No. 3

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the ... day of ... by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and Lexington Fayette Urban County Government (hereinafter "You" or "Your").

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

See attached Schedule A

2. Equipment Supplier: VAR Resources, Inc.

3. Equipment Location Address: 200 E Main St Ste 726, Lexington, KY 40507-1310

4. Original Term: 36 months

5. Commencement Date of this Lease:

6. Lease Payment Amount: \$1,062.51 per: [] Month [x] Quarter [] Year [] Other:

7. Check here [] if Lease Payment amount includes sales/use tax.

8. \$0.00 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

[] First Lease Payment [] First and Last Lease Payments [x] Other 12 Quarterly payments with the first payment due 3/15/2015 covering 12/15/2014 to 3/15/2015

9. Security Deposit: \$

10. Purchase Option at end of Original Term: [] None [x] Fair Market Value as of end of Original Term [] One Dollar (\$1.00) [] Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

VAR Resources, Inc. By: X [Signature] Date: You: Lexington Fayette Urban County Government By: X [Signature] Name (Print): Title: Date Signed: 10/16/14

SCHEDULE "A"

Lexington Fayette Urban County Government

Quantity	Manufacturer	Description
9	Apple	APPLE MBP 13.3" 2.6GHZ 256GB 8GB

Lessee: Lexington Fayette Urban County Government

Signature: 

Title: Mayor

Non-Appropriation Addendum

Lessee/Renter/Customer: Lexington Fayette Urban County Government	Title of lease, rental or other agreement: dated
Lessor or Lender: VAR Resources, Inc.	Lease, rental or contract #:

This Non-Appropriation Addendum (this "**Addendum**") is made by and between the above-referenced state or local governmental entity ("**Customer**") and the above-referenced lessor or lender ("**Creditor**").

Introduction: Customer and Creditor are simultaneously herewith entering into the above-referenced lease or other credit agreement ("**Agreement**"); and Customer and Creditor wish to modify the terms of the Agreement to provide for terms that will apply in the event of the non-appropriation of funds by Customer's legislature or other governing body. This Addendum shall be effective as of the same date as the Agreement (the "**Effective Date**").

1. **Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"**Agreement Related Documents**" means all solicitations, requests for proposal, invitations for bid, proposals, bids, contract awards, service level agreements, statements of work, service agreements, maintenance agreements, purchase orders or other documents or specifications related to the transaction contemplated in the Agreement but not issued or entered into by Creditor.

"**Goods**" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods," "Property" or "Collateral" (or a similar term) as defined and used in the Agreement.

"**Non-Appropriation of Funds**" means any failure of Customer's legislature or other governing body to appropriate funds for the payment of amounts due and to become due to Creditor under the Agreement in a given fiscal year during the term thereof.

"**Non-Appropriation Notice**" means a written notice delivered to Creditor from Customer certifying that (i) a Non-Appropriation of Funds has occurred, and (ii) Customer has exhausted all funds appropriated for payment of amounts due and to become due under the Agreement.

3. **Non-Appropriation.** Customer intends, to the extent permitted by law, to remit to Creditor all sums due and to become due under the Agreement for the full term thereof, provided funds are appropriated for such purpose. Notwithstanding the foregoing, the Agreement does not constitute an obligation payable in any fiscal year beyond the last fiscal year for which related funds are lawfully appropriated. In the event of a Non-Appropriation of Funds, Customer may, **subject to the terms hereof**, terminate the Agreement as of the last day of the fiscal year for which appropriations were received and thereafter return the affected Goods as set forth below. In order to invoke Customer's rights under this provision, Customer agrees that: (a) to the extent permitted by law, at least thirty (30) days prior to the end of the fiscal period for which funds were last appropriated with respect to the Agreement, Customer shall provide Creditor with a Non-Appropriation Notice, and (b) upon expiration of such fiscal period, Customer shall return the Goods to Creditor to any location Creditor designates in the continental United States, insured, freight prepaid by Customer, in good and working order and immediately available for sale by Creditor to a third party buyer, user, renter or lessee, other than Customer, without the need for any repair or refurbishment. Customer shall pay all costs to repair Goods not returned in conformity herewith.

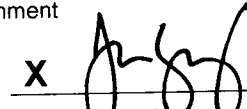
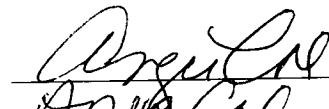
4. **Non-Substitution.** In the event Customer terminates the Agreement due to a Non-Appropriation of Funds, Customer agrees (to the extent permitted by law) that, for a period of one (1) year from the date of such termination, Customer shall not purchase, lease or rent equipment performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except for the public health, safety or welfare of the Customer; *provided, however*, that **this section shall not be applicable to the extent that these restrictions are unlawful or would adversely affect the validity or enforceability of the Agreement.**

5. **Additional Representations and Warranties.** In addition to the representations and warranties made by Customer as set forth in the Agreement, Customer hereby represents and warrants that the Agreement: (a) is a valid and legally binding contract, entered into in compliance with all applicable laws, including, without limitation, laws relating to open meetings, public bidding, procurement and appropriations, (b) conforms with, **but does not incorporate**, the terms and conditions of any applicable Agreement Related Documents and is the sole governing contract with respect to the Customer's acquisition or use of the Goods, and (c) does not constitute a pledge of Customer's tax or general revenues. Customer further represents and warrants that sufficient unencumbered funds have been appropriated for Customer to fulfill all of its payment obligations under the Agreement during Customer's current fiscal year.

Customer acknowledges and agrees that Agreement Related Documents are **not** a part of the Agreement and that the terms and conditions of the Agreement supersede and control over any additional or conflicting terms set forth in any Agreement Related Documents.

6. Choice of Law; Affect on Default and Indemnity Provisions. Notwithstanding anything in the Agreement to the contrary, the Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located. To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during the then-current fiscal year of Customer. Nothing contained in this Section shall be deemed to otherwise limit or affect any of Creditor's rights or remedies under the Agreement. To the extent Customer is or may be obligated to indemnify, defend or hold harmless Creditor under the terms of the Agreement, such potential indemnity obligation shall only arise to the extent permitted by applicable law. Customer's monetary obligation with respect to such potential indemnity obligation (if any) shall be limited solely to sums lawfully appropriated for such purpose and shall be available only in the amount and pursuant to such administrative or legal procedures as required by law. **Nothing contained in this Addendum or the Agreement shall be deemed to obligate Creditor to appropriate or otherwise make available funds to satisfy any indemnity or other obligation to the extent such obligation would be unlawful or would adversely affect the validity or enforceability of the Agreement.** Nothing contained in this Section shall be deemed to otherwise limit or affect any of Creditor's rights or remedies under the Agreement.

7. Miscellaneous. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer: Lexington Fayette Urban County Government	Accepted by Creditor: VAR Resources, Inc.
By: <input checked="" type="checkbox"/> 	
Print: JIM GRAY	Print: Aryo Calz
Title: MAYOR	Title: Funding Specialist

IMPORTANT: YOUR ADVANCE PAYMENT CHECK WILL BE USED FOR VERIFICATION OF YOUR CHECKING ACCOUNT. IF NO ADVANCE PAYMENT IS REQUIRED, INCLUDE A VOIDED CHECK FOR VERIFICATION OF YOUR CHECKING ACCOUNT NUMBER. PLEASE FAX A COPY OF THE DOCUMENTS AND VOIDED CHECK (IF NECESSARY) TO: 972-755-8210. THEN RETURN THE ORIGINAL SIGNED DOCUMENTS AND THE ORIGINAL VOIDED CHECK (IF NECESSARY) USING OUR UPS ACCOUNT #RV8392 VIA PRIORITY OVERNIGHT TO VAR Resources, Inc., 2330 Interstate 30, Mesquite, TX 75150

With the Automatic Payment Plan, all your payments to us will be deducted from your checking account and paid to VAR Resources on the payment due date as shown on your regular invoice. Your regular invoice will show the amount to be deducted and the due date.

Enrollment is Easy. Simply....

1. Complete the Authorization Form.
2. Return the Authorization Form with your voided check to VAR Resources.

Customer Name: **Lexington Fayette Urban County Government**

hereby authorizes to initiate debit entries to our checking account indicated below at the depository named below, hereinafter called "DEPOSITORY", and authorizes the DEPOSITORY to debit the same to such account for amounts due pursuant to the terms of the Agreement(s) dated between **Lexington Fayette Urban County Government** and VAR Resources

Customer Name: **Lexington Fayette Urban County Government**

Depository Name		Branch
City	State	Zip
Routing Number	Account Number	

The authorization is to remain in full force and effect until **Lexington Fayette Urban County Government** has received written notification from us of its termination in such time and in such manner as to afford **Lexington Fayette Urban County Government** and DEPOSITORY a reasonable opportunity to act on it. You agree that a facsimile copy of this agreement bearing signatures may be treated as an original.

Date: _____ Customer Name: _____.

Customer Account Number: _____.

By (Authorized signature for Bank Account) _____.

Title: _____.