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Resolution #580-2022
Contract #2018-2022.

Lenovo Financial Services

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1974382 (the "Schedule") to Master State & Local Government Lease Agreement No. 1172902 (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
465 LENOVO M75Q

Product/Equipment Address
200 EAST MAIN ST, LEXINGTON, KY 40507

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 \$106,240.41 (plus taxes, if applicable)
Term (Months) 48
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 Annual Payment Due 30 Days After Commencement
Annual Lease Payment Includes Pack and Ship

PLEASE NOTE: The underlying like term SOFR interest rate swap as of 9/3/24 is 3.38% (the "Base Rate"). The rate for the transaction will adjust one basis point for each one basis point movement in the underlying term SOFR interest rate swap, between the Base Rate and the maximum of (i) the underlying like term SOFR interest rate swap as of the date the transaction is set, which shall not exceed ten days prior to the date the transaction is fully funded or (ii) 3.20%. Lessor reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 180 days past the Base Rate date referenced above at its sole discretion. Rates provided are subject to Lessor's credit, equipment/soft-cost configuration and documentation review and approval. Once the transaction is fully funded the rate will not change.

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

Tracie Hubbard
Financial Solution Specialist

Print Title

Lessee

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Lessee Legal Name

Lessee "Doing Business As" Name

200 E MAIN ST

Billing Street Address

LEXINGTON, KY 40507

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 UNDERSTAND THAT THIS SCHEDULE WILL COMMENCE ON THE DATE THAT ANY OF THE PRODUCTS ARE DELIVERED TO YOU; (ii) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (iii) 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; (iv) 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; (v) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (vi) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vii) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (viii) 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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Lessee Legal Name

Authorized Signature

Date Signed

Authorized Signature

Print Signer's Name

Chief Information Officer, Commissioner

Print Signer's Title

Federal Tax ID Number

Lenovo Ent SLG 8-2023

**Lenovo
Financial Services**

10201 Centurion Parkway N. #100
Jacksonville, FL 32256

November 22, 2024

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Customer")
200 E MAIN ST
LEXINGTON, KY 40507

Attn: Liz Rodgers

Re: Lease Agreement #1974382 between Customer and Lenovo Financial Services ("LFS")
("Agreement")

Dear Ms. Rodgers,

This Letter shall serve to notify you that as a result of an index price increase (as described in the PLEASE NOTE: section on the front page of your Agreement), LFS has made the following revisions to the Agreement shown above:

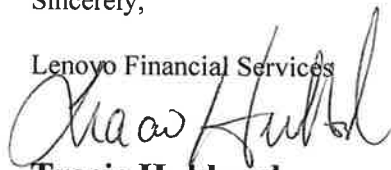
1. The current Payment shown has been increased to: \$107,368.13 ;
2. The current SOFR interest rate swap has been increased to: 3.95%.

If you do not agree with the above referenced authorization, please contact our office within 20 days of your receipt of this letter.

If you have any questions or would like to discuss this change to your account, please call our office at 904-620-7600 on business days between 8:00 AM and 5:00 PM Eastern Time.

Sincerely,

Lenovo Financial Services



Tracie Hubbard

Financial Solution Specialist

Enclosure(s)

**Lenovo
Financial Services**

**ADDENDUM TO PRODUCT SCHEDULE # 1974382
TO MASTER STATE & LOCAL GOVERNMENT LEASE AGREEMENT #1172902**

This Addendum to Schedule # 1974382 to the above referenced Master State & Local Government Lease Agreement is made a part of that certain Schedule ("Schedule") between Lenovo Financial Services ("Lessor") and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Lessee"). Capitalized terms used herein but not defined herein will have the same meaning given to them in the Schedule and the Master State & Local Government Lease Agreement. The Parties agree that

1. A new Section 20 is added to the Master State & Local Government Lease

20. Pack and Ship Services. In lieu of Lessee returning the Products at the end of the initial Lease term or any renewal period, Lessor agrees to pack and prepare the Products for shipping, remove the Products from Lessee's premises and ship the Products to Lessor's return location. If Lessee elects to have Lessor pack, remove and ship the Products Lessee will provide notice to Lessor of its election in the end of Lease notice required under Section 14 and state when units will be available for pick up, which shall not be later than the expiration of the initial term of the Schedule or any renewal thereof. Lessee shall be responsible for making the Products available for return by unplugging and storing the Products, together with keyboards, mouse, electric cords and other peripherals in one area in each location. **Lessee understands and agrees that Lessee must have a minimum of 10 units per location, per pickup request, when requesting pickup by Lessor.** The cost associated with the packing and removal of all the products is built in to base lease payment

Upon removal of all the Products from Lessee location under this section, the Schedule shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the dates set forth below.

Lenovo Financial Services

By:

Chao Hultahl

Title:

Financial Solution Specialist

Date:

11-22-24

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:

Jim Rodgers

Title:

CIO, Commissioner

Date:

10/14/24

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

I, Liz Rodgers do hereby certify that I am the duly elected or appointed and acting Chief Information Officer of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("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 #1172902 and, Schedule Number(s) 1974382, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending June 30, 2025 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 14 day of October, 2024.

Liz Rodgers
Signature

Liz Rodgers CIO/Commissioner
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.

Camille Brann
Signature

Camille Brann, Admin Spec. Sr.
Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1974382, dated 10/14/24 2024 (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("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):

Computer services to serve all LFUCG

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

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

budgeted funds

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:

budgeted funds

LESSEE: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

(Authorized Signature)

LIZ RODGERS, CIO

(Name and Title - printed or typed)

Date: _____

10/14/24



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

October 15, 2024

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

Attention: Shared services

Re: Schedule #1974382 to Master State & Local Government Lease Agreement No. 1172902 (collectively, the "Lease")

Ladies and Gentlemen:

I am legal counsel for LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (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:

Tiffany Holshey

Tiffany Holshey

Attorney for LFUCG

10/15/24



**BILLING INFORMATION REQUEST FORM
TO AGREEMENT # 1974382**

To ensure proper billing and crediting of payments under your new financing contract, please complete, sign and return this form with your contract documents. Thank you for the opportunity to serve your financing needs.

CUSTOMER LEGAL NAME: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BILLING ADDRESS:

200 E. Main Street
STREET ADDRESS

Lexington, Ky 40507
CITY, STATE, ZIP CODE

BILLING CONTACT NAME: Lexington Fayette Urban County Government

BILLING CONTACT EMAIL ADDRESS: ITAccountsPayable@lexingtonky.gov

BILLING CONTACT PHONE NUMBER: 859-258-3331

PURCHASE ORDER # (IF APPLICABLE): n/a (check)

INVOICE PREFERENCE

Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.

☒ **Please sign me up for Electronic Invoicing** - I would like to receive my invoice electronically at the email address provided above.

☐ **Please send my invoice via standard mail** - I would like to receive my invoice via U.S. Mail to the billing address provided above.

If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate **Electronic Debit Form** included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).

SIGNATURE:

[Signature]

TITLE:

Chief Information Officer

DATE:

10/14/24

INSURANCE INFORMATION REQUEST

Insurance Broker/Agent:

We have entered into an agreement (Master Lease No. **1172902**) with Lenovo Financial Services ("LFS") for the lease/finance of equipment listed below.

Equipment Reference: Any and all equipment and products leased under Schedules to Master Lease

#1172902 Blanket coverage in excess of \$ **1,066,743.00**

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: Marsh & McLennan Agency LLC
Address: 300 East Vine St, Ste 200
Contact Name: Brenda S. Hickrod AAI
Telephone: (881) 254-0023 ext. _____ Fax: () - _____

Lessee/Insured: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: _____

Authorized Signature

LIZ RODGERS, CIO

Type/Print Name & Title

10/14/24

Date

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