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Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1762307 (the "Schedule") to Master State & Local Government Lease Agreement No. 1146322 (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
4	ThinkCentre M90s
4	ViewSonic VX3216- 31.5" Monitor
4	Tripp Lite UPS 900 VA

Product/Equipment Address
315 West 3 rd Avenue, Corsicana, TX 75110
315 West 3 rd Avenue, Corsicana, TX 75110
315 West 3 rd Avenue, Corsicana, TX 75110

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 \$376.58 (plus taxes, if applicable)
 Term (Months) 36
 Payment Frequency Monthly

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 Arrears

Documentation Fee: \$75.00 (due with first invoice)

Additional Provisions:

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

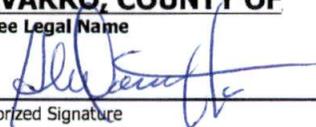
NAVARRO, COUNTY OF
 Lessee Legal Name
NAVARRO COUNTY JUVENILE PROBATION
 Lessee "Doing Business As" Name
300 West 3rd Ave, Suite 4
 Billing Street Address
Corsicana, TX 75110
 Billing City, State, Zip
903-654-3040
 Billing Contact Name & Phone No.

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. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

LESSEE SIGNATURE

NAVARRO, COUNTY OF
 Lessee Legal Name
 X  X 4-12-21
 Authorized Signature Date Signed
 X **H.M. DAVENPORT, JR.**
 Print Signer's Name
 NAVARRO COUNTY JUDGE
 Print Signer's Title
 75-6001092
 Federal Tax ID Number

Print Title	Date Signed
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CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1762307, dated April 12 20 21 (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and NAVARRO, COUNTY OF ("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):

Navarro County Juvenile Probation

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

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: NAVARRO, COUNTY OF

By: 
(Authorized Signature)

H. M. DAVENPORT, JR., COUNTY JUDGE
(Name and Title - printed or typed)

Date: 4-12-21



Financial
Services

**Master State and Local Government
Lease Addendum (Texas)**

CUSTOMER INFORMATION	Lessee Name	Master Lease #1146322	Schedule #1762307
	NAVARRO, COUNTY OF Billing Street Address/City/State/Zip 300 West 3rd Ave, Suite 4, Corsicana, TX 75110		

This Addendum supplements the provisions of the Master State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified by the Master Lease Number and Schedule number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

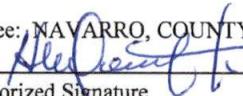
1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You affirm that funds to pay Lease Payments and other payments under this Lease are available for your current fiscal year. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. This Section 1 replaces Section 15 of the Lease entitled "Funding Intent".

2. **Nonappropriation of Funds.** If sufficient funds are not appropriated and budgeted by your governing body

in any fiscal year for Lease Payments or other payments due under this Lease, this Lease will terminate as of the last day of your

fiscal year for which funds for Lease Payments are available. You will give us written notice within fifteen (15) days of the occurrence of such nonappropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments. This Section 2 replaces Section 16 of the Lease entitled "Nonappropriation of Funds".

3. **Choice of Law.** Regardless of any conflicting provisions in this Lease, **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.**

Lessee: NAVARRO, COUNTY OF

 Authorized Signature
 H. M. DAVENPORT, JR., COUNTY JUDGE
 Print Name & Title
 4-12-21
 Date

Lessor **Lenovo Financial Services**

 Authorized Signature

 Print Name & Title

 Date

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

I, H. M. Davenport, Jr. do hereby certify that I am the duly elected or appointed and acting County Judge of NAVARRO, COUNTY OF ("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 # _____ or that certain Master State and Local Government Master Agreement #1146322 and, Schedule Number(s) 1762307, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending September 30, 2021, 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 12 day of April, 2021.



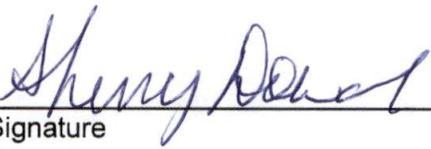
Signature

H. M. Davenport, Jr., County Judge

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

Sherry Dowd, Navarro County Clerk

Print Name & Title

ELECTRONIC DEBIT AGREEMENT/AUTHORIZATION

The undersigned ("Customer"), directly or by its authorized representative, authorizes Lenovo Financial Services, its agents and assigns (collectively, "Creditor"), to initiate debit entries and to initiate, if necessary, adjustments for any debit entries to Customer's account, as identified below AND on the attached voided check(the "Account")), relating to Customer's obligations under the State and Local Government Master Lease Agreement, #1762307 signed by Customer on _____ (the "Agreement") and hereunder. Customer acknowledges that this authorizes debits for lease payments, applicable taxes (and any increases therein), late charges, and, in the event of default, the full amount due under the Agreement. Customer agrees that Customer shall execute and deliver to or for the benefit of Creditor all such other authorizations as may be reasonably requested to affect the intent of this instrument. This authorization is to remain in full force and effect until Creditor have received written notice from Customer of the termination hereof in such time and in such manner as to afford Creditor a reasonable opportunity to act thereon.

Should funds not be available to Creditor from the Account when a payment is due under the Agreement, Customer agrees to pay Creditor a \$25.00 administration fee (together with any late charges payable under the Agreement and expenses incurred by Creditor) for every unsuccessful debit attempt. Customer, furthermore, agrees to provide Creditor thirty (30) days' written notice of Customer's intention to close the Account and debiting authorization on a replacement account.

Customer agrees to reimburse Creditor for all fees, charges and penalties Creditor may incur as the result of Customer's bank rejecting any automated clearing house (ACH) debits or credits due to insufficient funds or as the result of the bank account Customer provided to Creditor in the Electronic Payment Authorization (or otherwise) (the "Authorized Account") not being properly configured for ACH transactions.

If Customer is ever in Default, Creditor, with or without notice to Customer, may initiate, and Customer hereby authorize Creditor to initiate, ACH debit entries at any time to the Authorized Account for all past due amounts (inclusive of any late payment charges, NSF fees and other amounts Customer is obligated to pay Creditor under the Agreement).

Customer acknowledges that the operating rules of the National Automated Clearing House Association (NACHA) govern automated clearing house (ACH) transactions involving such account. Customer certifies to Creditor and agrees that: (i) such account is a business or commercial bank account that is enabled for ACH transactions and is not "consumer bank account" (as defined below), and (ii) Customer will not transact business with Creditor, including receiving payments from Creditor or making payments to Creditor, through a consumer bank account. A "consumer bank account" is a deposit account established primarily for personal, family, or household purposes. A breach of the foregoing certification and agreement shall be Default under the Agreement.

Customer also authorizes Creditor to debit Customer's account for any Advance Payments due under the Agreement, upon receipt of this Electronic Debit Agreement/Authorization.

NAVARRO, COUNTY OF
Customer Name

Signature of Authorized Representative

Printed Name of Representative

Contact E-Mail Address

ACCOUNT INFORMATION

Account Number

Transit/Routing Number

Account Name

Bank Name/Branch

City, State, ZIP Code

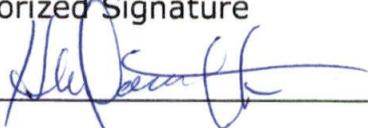
****Please provide your bank with our Company ID #1870654126**

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. 1762307		
Customer Name: NAVARRO, COUNTY OF		
Authorized Signature		
X 	County Judge	04/12/21
	Title	Date

PURCHASE ORDER
NAVARRO COUNTY
300 WEST 3RD AVENUE, SUITE 4
CORSICANA, TX 75110
PHONE: (903) 654-3095
FAX: (903) 654-3097

313150

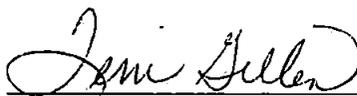
04/01/2021
PP 07/2021

TAX EXEMPT #75-6001092
PAYMENT TERMS: TEXAS PROMPT PAYMENT ACT

VENDOR: 007078 LENOVO FINANCIAL SERVICES GENERAL FUND
21146 NETWORK PL
CHICAGO, IL 60673-1211 JUVENILE PROBATION -LOCAL
(888) 537-8838

Qty	Description	Account	Item Amount	Item Total
4	LENOVO THINKCENTRE COMPUT QUOTE DATED 02/24/21	101-572-310	1,849.00	7,396.00
4	VIEWSONIC LED CURVED MONI QUOTE DATED 02/24/21	101-572-310	240.00	960.00
4	TRIPP LITE UPS 900VA 475W QUOTE DATED 02/24/21	101-572-310	140.00	560.00
1	SOFTWARE QUOTE DATED 02/24/21 MICROSOFT OFFICE 2019 PROPLUS GOVT ADOBE ACROBAT 2020 GOVT, HDMI TO DISPLAY	101-572-310	2,852.00	2,852.00

GRAND TOTAL 11,768.00

APPROVED BY:  DATE 4-1-2021

NATALIE ROBINSON / TERRI GILLEN

ELECTRONIC INVOICES SHALL BE SENT TO AUDITOR@NAVARROCOUNTY.ORG

PAYMENT WILL BE MADE IN ACCORDANCE WITH TEXAS PROMPT PAYMENT ACT,
TGC, SUBTITLE F, CHAPTER 2251. BUDGET PROVISIONS HAVE BEEN MADE &
FUNDS ARE OR WILL BE AVAILABLE TO MEET THIS OBLIGATION WHEN DUE,
PROVIDED THERE IS PROPER & LEGAL PERFORMANCE.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Navarro County	
Address (Street & number, P.O. Box or Route number) 300 W. Third Ave., Ste. 4	Phone (Area code and number) 903-654-3095
City, State, ZIP code Corsicana, TX 75110	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Lenovo Financial Services**

Street address: **P. O. Box 979220** City, State, ZIP code: **Miami, FL 33197**

Description of items to be purchased or on the attached order or invoice:

Computer Equipment

Purchaser claims this exemption for the following reason:

Governmental Entity 75-6001092

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser 	Title County Auditor	Date 04/01/2021
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.