



Master Lease Number: 1043714

Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement #1043714 (the "Master Lease") dated _____ 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

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described in any schedule (collectively the "Equipment") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule will become upon the delivery to us of a signed Delivery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law.)

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of the applicable Schedule. You may not move the Equipment without our prior written consent, not to be unreasonably withheld. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All

alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term of any Schedule.

4. DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

5. TAXES AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Master Lease, the Equipment or any Schedule that are now or in the future assessed or levied by any state, local or government authority. Unless the Purchase Option under a Schedule is \$1.00, we will file all personal property tax, use or other tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties. You will pay property taxes as invoiced by us.

6. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) of this Master Lease.

7. INSURANCE. You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: Lenovo Financial Services
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

LESSEE: Hallandale Beach, City Of
Lessee Legal Name

Lessee "Doing Business As" Name
400 SOUTH FEDERAL HIGHWAY
Street Address
HALLANDALE BEACH, FL 33009
City, State, Zip

X _____
Authorized Signature Date Signed

Printed Name

Print Title

X _____
Authorized Signature Date Signed

X _____
Print Signer's Name and Title

X _____
Federal Tax ID

8. PURCHASE OPTION; RENEWAL: If no Default has occurred and is continuing under this Master Lease or any Schedule, you will have the option at the end of the initial or any renewal term of a Schedule to purchase all (but not less than all) of the Products covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 30 days written notice before the end of the initial term of a Schedule, that you will purchase the Products or that you will return all the Products to us. If you do not give us such written notice or if, having given such notice, you do not purchase or deliver the Products in accordance with the terms and conditions of this Master Lease and the applicable Schedule, the applicable Schedule will automatically renew for successive one month terms until you either purchase or deliver the Products to us. Each month during a renewal term the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Product's fair market value as configured, in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller, including costs to make the Products fully operational. If you do not agree with our determination of the Product's in use and in place fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Products to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate.

9. DEFAULT. Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

10. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 17, we may declare an amount equal to all amounts then due under the Schedule, and the unpaid principle balance under the Schedule as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. **In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules.** If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

11. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

12. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALLY REASONABLE MANNER. We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

13. LEASE PAYMENTS; PREPAYMENT OPTION. You agree to pay us the Lease Payments, including both the principal and interest portions (the amount of principle and interest included in each Lease Payment has been, and will be determined according to the standard actuarial method of). If you give us 30 days' prior written notice and no Default exists, you may prepay and terminate a Schedule to this Master Lease by paying us on any Lease Payment due date the Lease Payment and any other amounts then due under such Schedule, the unpaid principle balance as of such date, and a service charge related to the prepayment of such Schedule. If you fulfill such conditions, you will be entitled to our interest in the Equipment as set forth in Section 7 of this Master Lease.

14. INDEMNIFICATION. To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.

15. MISCELLANEOUS. You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. **You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease.** If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. **IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED.** If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

16. FUNDING INTENT. You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide that nothing in this Master Lease shall be construed to create a deficiency debt or commitment of revenues other than the current revenues of yours, and provided further that if your governing body elects not to appropriate funds for such payments, **it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts.** It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

17. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 17 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

18. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 18 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 18.

19. GOVERNMENT USE. YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 19 EACH TIME IT EXECUTES ANY FUNDAMENTAL AGREEMENT (AS DEFINED IN SECTION 18). IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDEABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

20. CHOICE OF LAW. This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1183650 (the "Schedule") to Master State & Local Government Lease Agreement No. 1043714 (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
SEE ATTACHED DIRECT TECHNOLOGY
GROUP QUOTE #34722

Product/Equipment Address
400 SOUTH FEDERAL HIGHWAY, HALLANDALE
BEACH, FL 33009

For additional equipment and accessories, attach addendum.

Title/Purchase Option

Title to the Products/Equipment will be in Lessor's name during the Schedule Term

At the end of the Lease term, you may purchase the Equipment for its **Fair Market Value** as determined by Lessor.

Term and Lease

Lease Payment \$ 34,804.58 (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 with First Payment due 30 Days following Commencement.

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

Additional Provisions:
N/A

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

Hallandale Beach, City Of
Lessee Legal Name

Lessee "Doing Business As" Name
400 SOUTH FEDERAL HIGHWAY
Billing Street Address
HALLANDALE BEACH, FL 33009
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 OF UTAH. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE STATE OF UTAH. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

LESSEE SIGNATURE

Hallandale Beach, City Of
Lessee Legal Name

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

X _____
Print Signer's Name

Print Signer's Title

Federal Tax ID Number



Direct Technology
G R O U P

Direct Technology Group
5101 NW 21st Avenue
Suite 140
Fort Lauderdale, Florida 33309
United States
<http://www.directtechnologygroup.com>

Quotation

Date	Oct 23, 2013 12:12 PM EDT
Doc #	34722 - rev 1 of 1
Description	Lenovo Top Seller Technology Refresh Quote
SalesRep	January, Von (P) 954-739-4700 ext. 224 (F) 954-739-4900
Customer Contact	Amburgey, Tom (P) 954-457-1351 (F) 954457-1342 tamburgey@cohb.org

Customer

City of Hallandale Beach (CO4327)
400 South Federal Highway
Hallandale Beach, Florida 33009
(P) 954457-1351

Bill To

Ship To

City of Hallandale Beach
Amburgey, Tom
400 South Federal Highway
Hallandale Beach, Florida 33009
(P) 954-457-1351

Customer PO: None	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions: None		Carrier Account #: None

Item Description	Part #	Qty	Tax	Unit Price
1 3306G1U Lenovo Top Seller Think Centre M82 13-3220 4GB 500	175	175	No	\$649.71
2 3783Hb2 Lenovo 21.5In WS LED 1`920 X 1080 LS 2223	3783HB2	175	No	\$0.00

This quote includes plug and play installation and a single image load.

Subtotal: \$113,699.25
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$113,699.25

Due to the volatile nature of prices within the IT industry, this quote is valid for 15 days from the date that it was emailed you. If you require further clarification please contact your sales rep.

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

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 Hallandale Beach, City 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 Master Lease Agreement, Lease Number 1043714, Schedule Number(s) 1183650, 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

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. 1183650	
Customer Name: Hallandale Beach, City Of	
Authorized Signature	
X	
Title	Date

ELECTRONIC DEBIT AGREEMENT/ AUTHORIZATION

The undersigned Hallandale Beach, City Of (“Customer”), directly or by it’s 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 (or on the attached voided check) (The “Account”), relating to Customer’s obligations owed to Creditor under either a lease agreement, master lease agreement and schedules, cost per copy agreement, conditional sales agreement, promissory note or security agreement hereinafter (the “Agreement”) and hereunder. Customer acknowledges that this authorizes debits for rental, cost per copy or installment payments, applicable taxes (and any increase therein), and any other amount due under the Agreement.

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 administration fee (together with any late Charges payable under the Agreement) for every unsuccessful debit attempt. Customer, furthermore, agrees that this authorization shall remain in full force and effect until 30 days after Customer has provided Creditor written notice of Customer’s intention to close the Account or terminate this debiting authorization. After 30 days written notice written to Customer, Creditor may terminate availability of electronic debits as a payment method of the Customer’s Obligations under the agreement.

Customer Name

Bank Name/ Branch

Signature of Authorized Representative

Bank Location City/ State/ Zip

Printed Name of Representative

9 Digit ABA Number/ Account Number

ATTACH COPY OF A VOIDED CHECK BELOW