

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 2 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	April 1, 2020

This **Schedule 2** is entered into pursuant to the MLA between Lessor and Lessee.

1. Interpretation. The terms and conditions of the MLA are incorporated herein.
2. Equipment Description. The Equipment subject to this Schedule is described in Exhibit 1, attached hereto.
3. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment due dates are not defined, they shall be defined as the first day of each annual period in the table below.
4. Expiration. Lessor, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by Lessor at its place of business by June 1, 2020.
5. Equipment Cost. The total acquisition cost of the Equipment is \$822,867.00.
6. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit 2, hereto.
7. Purchase Option Provisions. Lessee shall have the option to purchase Lessor's entire interest in all of the Equipment subject to a Schedule and to terminate any restrictions herein on the Equipment under such Schedule on the last day of the Lease Term for a Schedule, if the Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Equipment at least sixty (60) days prior to the last day of the Lease Term for applicable Schedule. In addition, Lease Payments payable under this Schedule shall be subject to prepayment as noted in the payment table.
8. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
9. Effective Interest Rate. 3.2624%.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc., in the amount of \$51,354.97. This payment will be made by Cisco to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Payment Made by Cisco	Payment Made by Lessee	Principal	Interest	Termination Amount
1	4/1/2020	\$51,354.97	\$ -	\$ 51,354.97	\$ -	\$ 771,512.03
2	6/1/2020		\$164,573.40	\$ 160,378.37	\$ 4,195.03	\$ 611,133.66
3	4/1/2021		\$164,573.40	\$ 147,958.48	\$ 16,614.92	\$ 463,175.17
4	4/1/2022		\$164,573.40	\$ 149,462.56	\$ 15,110.84	\$ 313,712.61
5	4/1/2023		\$164,573.40	\$ 154,338.70	\$ 10,234.70	\$ 159,373.91
6	4/1/2024		\$164,573.40	\$ 159,373.91	\$ 5,199.49	\$ (0.00)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be executed in their names by their duly authorized representatives.

Lessor: NWN Corporation
By:
Name:
Title:

Lessee: Fort Bend County
By:
Name:
Title:

Attest:
By
Name: Laura Richard
Title: County Clerk

<u>Auditor's Certificate</u>
I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.
By:
Name: Robert E. Sturdivant
Title: County Auditor

THIS Rider dated April 1, 2020, which is entered into as of between Lessor and Lessee, is intended to modify and supplement the Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D – Master Lease Agreement between Lessor and Lessee, (the "MLA") and Schedule No. 2 to the MLA (the "Schedule"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the MLA.

1. Lessee acknowledges and agrees that any Termination for Cause or Convenience as defined in the DIR Contract DIR-TSO-4192, as amended, will not terminate Lessee's obligations to continue to make Lease Payments as defined in the MLA for any executed Schedule(s) for which corresponding Equipment has been accepted prior to termination.
2. Notwithstanding anything to the contrary contained in the MLA, upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State of Texas, title to the Equipment shall vest in Lessee, subject to Lessor's interests under the Schedule.
3. **Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW AND THE OFFICE OF THE STATE ATTORNEY GENERAL, CUSTOMER AND NWN CORPORATION HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT. UNLESS PROHIBITED BY LAW, CUSTOMER AND KGF HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

IN THE EVENT of any inconsistency between the terms and conditions of the MLA, the Schedule and this Rider, the terms and conditions of this Rider shall govern.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Rider to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NWN Corporation
By:
Name:
Title:

Lessee: Fort Bend County
By:
Name:
Title:

EXHIBIT 1

Equipment Schedule

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 2 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No. _____
Document Date:	April 1, 2020

Equipment as described in NWN Corporation Proposal Quote Sheet, Opportunity # OP-01917 dated 3/5/2020, referred to and incorporated herein by this reference.

Exhibit 2

OPINION OF COUNSEL

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 2 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	April 1, 2020

As attorney for Fort Bend County ("Lessee"), I acknowledge that in connection with document described above, and any amendment or addendum thereto, if any, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

- (a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;
- (b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- (d) The entering into and performance of any Schedule between Lessor and Lessee will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;
- (e) To the best of my knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;
- (f) This opinion shall not be construed to waive the sovereign immunity of the State of Texas or any agency thereof, nor shall it be construed to waive any official immunity of the person signing it.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Schedule.

Very truly yours,

BY:

TITLE:

DATE

Andrew High
Assistant County Attorney
April 22, 2020

Exhibit 3

NOTICE, ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

Date: April 1, 2020

Re: Schedule No. 2 dated April 1, 2020 (the "Schedule"), entered into pursuant to the Leasing Terms and Conditions set forth in Appendix D, of the Texas Department of Information Resources ("DIR") Contract Number DIR-TSO-4192 (the "Leasing Terms and Conditions") with NWN Corporation ("Assignor"), said Schedule being entered into by and between Assignor and Fort Bend County (the "Lessee") (said Schedule and the Leasing Terms and Conditions being collectively referred to as, the "Contract")

Ladies and Gentlemen:

Notice is hereby given that Assignor has sold, assigned and transferred all its right, title and interest in and to the Contract and all periodic payments and other sums due and to become due thereunder and the equipment, software licenses and services subject thereunder ("**Product**") to Key Government Finance, Inc. ("**KGF**"), located at 1000 S. McCaslin Blvd., Superior, CO 80027.

Lessee is hereby directed, and by signature below, consents to such assignment and commencing April 1, 2020 (the "**Assignment Date**") agrees to pay directly to KGF at its address shown above, until KGF instructs Lessee otherwise in writing, all Lease Payments and other payments required to be paid by Lessee under the terms of the Contract (the "**Payments**").

Lessee, by signature below, certifies, and confirms to KGF and agrees and consents as follows:

1. As of the Assignment Date, the following Payments remain due under the Contract and Lessee agrees to pay all such Payments directly to KGF on their respective due dates: One (1) payment of \$164,573.40 on June 1, 2020, and four (4) annual payments in the amount of \$164,573.40 starting on April 1, 2021.
2. The Payments are the firm and fixed payments due under the Contract and are not subject to any adjustment.
3. Subject to the continued legislative appropriation of funding to the Lessee to make payments under the Schedule, Lessee will pay directly to KGF all Payments without regard to, and shall not assert against KGF and hereby waives, any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate the Contract which Lessee may have against Assignor or any other person. Nothing herein shall be deemed to relieve Assignor of any of its obligations to Lessee under the Contract. The Contract represents the sole agreement between Assignor and Lessee respecting the leasing of the Equipment and the Payments due and to become due under the Contract.
5. The Contract is in full force and effect and Lessee will not modify or consent to any modification of the terms of the Contract without the prior written consent of KGF and any such modification shall be ineffective without KGF's prior written consent, which shall not be unreasonably withheld.
6. Neither Lessee nor, to Lessee's knowledge, Assignor, has breached the Contract in any respect and all Payments due under the Contract have been and will continue to be paid in strict accordance with the terms of the Contract.
7. All representations and duties of Assignor intended to induce Lessee to enter into the Contract, whether required by the Contract or otherwise, have been fulfilled.
8. Lessee acknowledges that KGF has not assumed, nor shall it be responsible for the performance of, any of the obligations of Assignor, or any other party under the terms of the Contract.
9. Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Contract, the Payments or the Product.
10. Lessee covenants to KGF and agrees that no sublease, assignment or transfer by Lessee shall be made without KGF's prior written consent and any such sublease, assignment or transfer shall not in any manner impair, diminish or relieve the Lessee of its primary obligations under the Contract, including its obligation to make all Payments directly to KGF, the terms of the Contract notwithstanding.
11. Lessee agrees that KGF is entitled to the benefits of each and every right accorded Assignor in the Contract.

12. Lessee acknowledges that the Contract was executed in counterparts and further acknowledges notice from Assignor that KGF has received the only executed counterpart of the Contract marked "Counterpart No. 2" and that said original is the only counterpart of the Contract constituting "chattel paper" under the Uniform Commercial Code and sufficient to transfer the Assignor's rights in the Contract and Payments.

Except as specifically amended and modified hereby, all of the terms and conditions of the Contract shall stand and remain unchanged and in full force and effect.

NWN Corporation

By: _____

Title: _____

Date: _____

Lessee Acknowledgment of and Consent to Assignment

Lessee hereby acknowledges and certifies that the above-described terms, conditions and representations are accurate and true, that Lessee will make the Payments directly to KGF and that it is duly authorized and empowered to execute and deliver this Notice and Acknowledgement of Assignment. Lessee further acknowledges that KGF, in agreeing to purchase all right, title and interest of Assignor in and to the Contract, the Payments and the Equipment, is relying on Lessee's statements, certifications, covenants, representations and warranties contained herein. Lessee hereby provides its written consent to this assignment.

ACKNOWLEDGED:

Fort Bend County

By: _____

Title: _____

Date: _____

CERTIFICATE OF ACCEPTANCE

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 2 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	April 1, 2020

This **Certificate of Acceptance** is pursuant to the MLA and Schedule No. 2, between Lessor and Lessee (the "Agreement").

1. **Equipment Acceptance.** Lessee hereby certifies and represents to Lessor that the Equipment referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. LESSOR AND LESSEE ACKNOWLEDGE THAT WARRANTIES ARE GOVERNED BY SECTION 15, WARRANTIES, OF APPENDIX D - MLA TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO-4192.
2. Description of the Equipment: See attached Exhibit 1 – Equipment and Products List.
3. The Acceptance Date with respect to all the equipment is _____.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:

Lessee: Fort Bend County

By:

Name:

Title:

Exhibit 5

Incumbency Certificate

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 2 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	April 1, 2020

The undersigned, being the duly elected, qualified and acting keeper of records for Fort Bend County ("Lessee") do hereby certify as follows:

1. Lessee did approve and authorize the execution and delivery of the above-referenced Schedule by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization, and holds at the present time, the position set forth above.

3. The acquisition of all the Equipment under the Schedule has been duly authorized by the governing body of Lessee.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

Fort Bend County
By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

Exhibit 6

Payment of Proceeds Instructions

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 2 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No. _____
Document Date:	April 1, 2020

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Schedule as follows:

Name of Payee: NWN Corporation

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

Fort Bend County

By: _____

Name: _____

Title: _____

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:
Insurance Carrier: (Name) _____
(Address) _____
(Address) _____
(Contact Name) _____
(Contact Phone) _____
(Contact Fax) _____

FROM:
Customer/Lessee: Fort Bend County
500 Liberty Street
Richmond, TX 77469
Contact Name: Shelley Hughes
Contact Phone: 281-342-3411

Fort Bend County is in the process of financing Networking equipment/software/services with Key Government Finance, Inc. (\$822,867.00)

Fort Bend County requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named **ADDITIONAL INSURED** as to liability coverage and **LOSS PAYEE** as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

- ☐ 1. Please **EMAIL** this completed information to:
Key Government Finance, Inc.
Kim Bush, Account Manager
Phone Number: (720) 304-1419
Email to Kim.L.Bush@key.com
- ☐ 2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
1000 S. McCaslin Blvd.
Superior, CO 80027
- ☐ 3. Please **CONTACT** the Account Manager:
✓ When sending this Certificate.
✓ If this cannot be completed today.
✓ If you have any questions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME:		
	PHONE (A/C, No, Ext): 713-877-8975	FAX (A/C, No): 713-877-8974	
INSURED Fort Bend County, Texas 301 Jackson St., Suite 224 Richmond, TX 77469	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :Lloyds of London		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:TUCXPDFY

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PK1004820	04/01/2020	04/01/2021	EACH OCCURRENCE \$ INCLUDED DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 4,900,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK1004820	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 4,900,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: equipment/software/services Value: \$2,454,153.12

Key Government Finance, Inc., their successors and assigns are included as Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Key Government Finance, Inc.
Attn: Collateral Services
1000 S. McCaslin Blvd.
Superior, CO 80027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EVIDENCE OF PROPERTY INSURANCE

XKA7UJHM

DATE (MM/DD/YYYY)
03/30/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC. 10100 Katy Freeway, #400 Houston, TX 77043	PHONE (A/C, No, Ext): 713-877-8975	COMPANY Various - See Attached
FAX (A/C, No): 713-877-8974	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Fort Bend County, Texas 301 Jackson Street Richmond, TX 77469	LOAN NUMBER	POLICY NUMBER Various - See Attached
	EFFECTIVE DATE 04/01/2020	EXPIRATION DATE 04/01/2021
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: equipment/software/services Value: \$2,454,153.12

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building and Personal Property	\$250,000,000	\$100,000
Named Windstorm	\$50,000,000	2%/\$100,000
Flood (Other than SFHA)	\$25,000,000	Min
Flood (SFHA)	\$5,000,000	\$1,000,000
Earth Movement	\$25,000,000	Excess of NFIP \$1,000,000
Contractors Equipment (\$100,000 Max Per Item)	\$2,500,000	\$1,000,000


REMARKS (Including Special Conditions)

Key Government Finance, Inc., their successors and assigns are included as Loss Payee as their interests may appear, as required by written contract.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Key Government Finance, Inc. Attn: Collateral Services 1000 S. McCaslin Blvd. Superior, CO 80027	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Fort Bend County, Texas
POLICY NUMBER		
CARRIER	NAIC CODE	
ISSUE DATE: 03/30/2020		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Westchester Surplus Lines Insurance Company - Policy #D42269037002
 Endurance American Specialty Insurance Company - Policy #ESP30001055101
 Certain Underwriters at Lloyds, London - Policy #CPP118660000
 General Security Indemnity Company of Arizona - Policy #10T029659117082001
 United Specialty Insurance Company - Policy #USI2490501
 Lexington Insurance Company - Policy #LEX01471432401
 HDI Global Specialty SE - Policy #HAN2402100
 Independent Specialty Insurance Company - Policy #VUXCN000163802
 Certain Underwriters at Lloyds (Consortium #9226) - Policy #VPCCN000163802
 Interstate Fire & Casualty Company - Policy #VRXCN000163802
 HDI Global Insurance Company - Policy #CPXD5569201
 Everest Indemnity Insurance Company - Policy #CA3X001345201
 Landmark American Insurance Company - Policy #LHT912065
 Great American Insurance Company - Policy #CPP309918201
 Colony Insurance Co - Policy #BPR200063
 Arch Insurance Co. - Policy #ESP100214300

Continental Casualty Insurance Co. (B&M) - Policy #6056771752