

DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:

NETSYNC
DEVIN NOOE
2500 WEST LOOP SOUTH, STE. 410/510
HOUSTON, TX 77027

- ☐ **Notice and Acknowledgment of Assignment**
- ☐ **Addendum/Amendment No. 1 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Addendum/Amendment No. 2 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Supplement Schedule No. 1** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Property Description and Payment Schedule – Exhibit 1 & Exhibit A**
- ☐ **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- ☐ **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- ☐ **Payment of Proceeds Instructions – Exhibit 4.** Lessee to make as many copies as are needed to pay all vendors for this transaction and fill out with their payment information. Execute signature block at the bottom of the page.
 - **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- ☐ **Acceptance Certificate – Exhibit 5.** The date that all equipment is delivered, installed and accepted is the date that should be placed on the "DATE" line. If moneys are being deposited into escrow this exhibit should be held and returned with the final disbursement from the escrow account.
- ☐ **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- ☐ **Invoice for First Payment** - Included for your convenience.

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

NETSYNC and Fort Bend County ("Lessee") have entered into that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), dated June 15, 2025 and related Supplementary Schedule No. 1 dated June 15, 2025 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that NETSYNC has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which NETSYNC's Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"PURCHASER"

U.S. Bancorp Government Leasing and Finance, Inc.
PO Box 959067
St. Louis, MO 63179-9067

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against NETSYNC or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Lessor: NETSYNC	Lessee: Fort Bend County
By: <i>Nicole Nordhougen</i>	By:
Printed Name: Nicole Nordhougen	Printed Name:
Title: General Counsel	Title:
Date: 06 / 02 / 2025	Date:

ADDENDUM No. 1 (TEXAS)

Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC("Lessor") and Fort Bend County ("Lessee"), is intended to supplement the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Lessor and Lessee agree that lease participation certificates in any Supplementary Schedule shall not be issued without the approval of the Texas Attorney General.

In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), Lessor hereby verifies that (a) neither it nor any of its affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") has a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither it nor any of its Affiliates will discriminate during the term of the Master Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.

No Discrimination Against Fossil Fuel Companies. The Lessor represents that, to the extent this Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from public funds of the Lessee and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Lessor to comply with such Section. The foregoing verification is made solely to enable Lessee to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, Texas Government Code.

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

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	
Name:	
Title:	

Attest:
By
Name:
Title:

ADDENDUM No. 2 (SOFTWARE)

Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC ("Lessor") and Fort Bend County ("Lessee"), is intended to modify and supplement the Supplementary Schedule No. 1 (the "Supplementary Schedule"), pursuant to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement and the Supplementary Schedule.

With respect to the Equipment under the Supplementary Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor ("Licensor") identified on the Supplementary Schedule of certain software (the "Licensed Software") and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services"), all as further described in the software license agreement identified on the Supplementary Schedule ("License Agreement"). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Supplementary Schedule ("Fees") are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee's obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain installment payments, which are included in the Lease Payments set forth on the Supplementary Schedule. The Licensed Software and Services are collectively referred to herein as the "Financed Items." The Supplementary Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee's rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee's obligations to Lessor of every kind or nature under the Supplementary Schedule. References to "Equipment" in the Master Agreement, Supplementary Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Master Agreement and the Addendum. All of Lessee's obligations under the Supplementary Schedule with respect to Equipment shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee's rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Supplementary Schedule and Master Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS UNDER THE SUPPLEMENTARY SCHEDULE AND MASTER AGREEMENT.

3. Upon payment by Lessee to Lessor of all amounts due and payable under the Supplementary Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Supplementary Schedule or Master Agreement shall terminate.

4. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

5. The following shall consist of an Event of Default as defined in Section 23 of the Master Agreement: (h) a default by Lessee under the provisions of the License Agreement; or (i) any termination of the License Agreement.

6. The following shall consist of additional remedies under Section 24 of the Master Agreement: (E) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor's option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (F) Lessor

shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (E), above; (G) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

7. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Supplementary Schedule or to Lessee's obligations under the Supplementary Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Supplementary Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Supplementary Schedule with respect to said Licensed Software and/or Services.

8. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Master Agreement or Supplementary Schedule, the terms of this Addendum shall control as to the Financed Items only.

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

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	
Name:	
Title:	

Attest:
By
Name:
Title:

Supplementary Schedule No. 1

Master Lease Agreement

This **Supplementary Schedule No. 1** between NETSYNC, and Fort Bend County is entered into as of the Commencement Date set forth below, pursuant to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement").

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Supplementary Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Equipment and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Supplementary Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Supplementary Schedule, the provisions of this Supplementary Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Supplementary Schedule is June 15, 2025.
3. Equipment Description and Payment Schedule. The Equipment subject to this Supplementary Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rent Payment Schedule for this Supplementary Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Supplementary Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Supplementary Schedule shall be subject to prepayment in whole at any time by payment of the applicable Stipulated Loss Value set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Reserved.
10. Reserved.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Supplementary Schedule if the fully executed, original Master Agreement (including this Supplementary Schedule and all ancillary documents) is not received by Lessor at its place of business by July 11, 2025.
12. Waiver of Jury Trial. Unless prohibited by law, Lessor and Lessee 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 Supplementary Schedule or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof and thereof.
13. 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 Supplementary Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Supplementary 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 Supplementary 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.
14. Electronic Transactions. Lessor and Lessee hereby agree that this Agreement, any Property Schedule entered into hereunder, and any other document or instrument entered into in connection herewith or therewith may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Agreement, any Property Schedule and such other documents or instruments to embody the entire agreement and the understanding between Lessor and Lessee. Lessee agrees not to raise as a defense to the enforcement of this Agreement, any Property Schedule or any other document or instrument that it was executed or authenticated by electronic or digital means or that Lessee used facsimile or other electronic means to transmit Lessee's signature thereon. To the extent that Lessor accepts, in its sole discretion, any Property Schedule bearing Lessee's electronic signature, Lessor shall have the sole right and discretion to mark a tangible counterpart hereof bearing Lessor's manual or electronic signature as the "Original" and, to the extent the Property Schedule constitutes chattel paper (as defined by the UCC), perfection of a security interest in the Property Schedule by possession can only be accomplished by possession of the counterpart marked "Original". To the extent that any Property Schedule has been authenticated by Lessor and Lessee in accordance with applicable law and exists as an electronic record that is controlled by Lessor (or any assignee of Lessor), such electronic record shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of such Property Schedule; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, then the "Paper Out" printed version of such Property Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Notwithstanding anything to the contrary herein, Lessor reserves the right to require Lessee to sign any document or instrument manually and to deliver to Lessor an original of this Agreement, any Property Schedule or other document or instrument. Lessee agrees to provide Lessor with such certificates of incumbency, certificates of completion, and metadata or other information from the electronic signature platform used by Lessee as Lessor shall request in order to confirm the due execution of this Agreement, any Property Schedule or other document or instrument, and shall cooperate with Lessor in obtaining any information or evidence from the provider of such electronic signature platform as Lessor may reasonably request.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplementary Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	
Name:	
Title:	

Attest:
By
Name:
Title:

EXHIBIT 1

Equipment Description and Payment Schedule

Re: **Supplementary Schedule No. 1** between NETSYNC and Fort Bend County to Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement)

THE EQUIPMENT IS AS FOLLOWS: The Equipment as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

EQUIPMENT LOCATION:

Address

City, State Zip Code

USE: Cisco EA - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

Total Principal Amount: \$2,907,477.45

Payment No.	Payment Due Date	Installment Payment	Outstanding Principal (with Installment Payment on Due Date)
1	11/15/2025	581,495.49	NA
2	11/15/2026	581,495.49	1,599,494.84
3	11/15/2027	581,495.49	1,097,323.92
4	11/15/2028	581,495.49	564,771.67
5	11/15/2029	581,495.49	0.00

Interest Rate: 0.00%

Lessee: Fort Bend County
By:
Name:
Title:

EXHIBIT A

Equipment Description

Equipment as described in NETSYNC's Quote No. AAAQ456054-02, dated March 24, 2025.

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

June 15, 2025

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027

Fort Bend County
301 Jackson St., Suite 701
Richmond, TX 77469
Attention: Shelley Hughes

RE: Supplementary Schedule No. 1 dated as of June 15, 2025 (the "Supplementary Schedule") between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Lease").

Ladies and Gentlemen:

We have acted as special counsel to Fort Bend County ("Lessee"), in connection with the execution of the Supplementary Schedule dated as of June 15, 2025 between Fort Bend County, as lessee, and NETSYNC as lessor ("Lessor"), pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Supplementary Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Supplementary Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Supplementary Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Supplementary Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Supplementary Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the Supplementary Schedule, and has entered into the Master Agreement and the Supplementary Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Supplementary Schedule.

7. The Master Agreement and the Supplementary Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

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 Supplementary Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Supplementary Schedule (the "Supplementary Schedule") to the Master Lease by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Supplementary Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Supplementary Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Supplementary Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Supplementary Schedule or any other Supplementary Schedules under the Master Agreement.

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

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

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.

Fort Bend County

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Supplementary Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027

Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement)

Ladies and Gentlemen:

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

Name of Payee:

By Check: _____

If by check, Payee's Address:

By Wire Transfer: _____

If by wire transfer, instructions as follows:

Pay to Bank Name:

Bank Address:

Bank Phone #:

For Account of:

Account No:

ABA No.:

Lessee: Fort Bend County

By:

Name:

Title:

EXHIBIT 5

Acceptance Certificate

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027

Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

Ladies and Gentlemen:

In accordance with the above-referenced Master Agreement and Supplementary Schedule, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, NETSYNC ("Lessor"), as follows:

- (1) The Equipment, as such term is defined in the above-referenced Supplementary Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) 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.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: Fort Bend County
By:
Name:
Title:

Language for UCC Financing Statements

Supplementary Schedule No. 1

SECURED PARTY: NETSYNC

DEBTOR: Fort Bend County

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Supplementary Schedule No. 1 dated June 15, 2025 between Debtor, as Lessee, and Secured Party, as Lessor, to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Master Lease Agreement

This **Notification of Tax Treatment** is pursuant to the **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement).

- _____ Lessee agrees that this Supplementary Schedule SHOULD be subject to sales/use taxes
- _____ Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- _____ Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Supplementary Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Supplementary Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Fort Bend County
By:
Name:
Title:



Government Leasing and Finance, Inc.

FIRST PAYMENT INVOICE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SCHEDULE NUMBER: TBD

DUE DATE: November 15, 2025

CREATE DATE: May 1, 2025

AMOUNT DUE: \$581,495.49

Fort Bend County
301 Jackson St., Suite 701
Richmond, TX 77469
Attention: Accounts Payable Dept.
Customer Phone Number: 281-341-8621

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
St. Louis, MO 63101-9067

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS
--

ALL PAYMENTS MUST BE SENT TO THIS ADDRESS:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
PO BOX 959067
ST. LOUIS, MO 63101**

Overnight Address:

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
3180 Rider Trail S.
Earth City, MO 63045

ACCOUNT: TBD
AMOUNT DUE: \$581,495.49
DUE DATE: November 15, 2025
CREATE DATE: May 1, 2025

INVOICE SUMMARY

Current Charges	\$581,495.49
Total Due	\$581,495.49

TOTAL AMOUNT DUE THIS INVOICE MUST BE PAID WITHIN TEN (10) DAYS TO AVOID LATE CHARGES

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZTHLV-2DK95-8MDAN-MCUVZ

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2025 00:41:14 UTC

SIGNER

NICOLE NORDHOUGEN

EMAIL
NLEGAL@NETSYNC.COM

TIMESTAMP

SENT
02 JUN 2025 22:25:06 UTC

VIEWED
03 JUN 2025 00:40:12 UTC

SIGNED
03 JUN 2025 00:41:14 UTC

SIGNATURE

Nicole Nordhougen

IP ADDRESS
184.99.158.224

LOCATION
FARGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2025 00:40:12 UTC

