

STATE OF TEXAS  
COUNTY OF FORT BEND

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT**

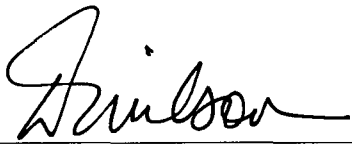
**THIS ADDENDUM**, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and IBM.

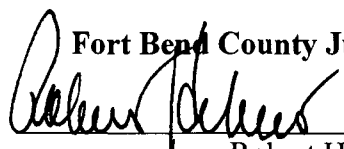
**THAT WHEREAS**, the parties have previously executed that certain Agreement for services and any and all Addendum(s) for subsequent years to attached hereto;

**AND WHEREAS**, the parties desire to renew that certain agreement for services and any and all Addendum(s) for one year from the date here of ; and,

**WHEREAS**, the following changes are incorporated into the Agreement as if a part of the original Agreement: **TERM IS OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010**.

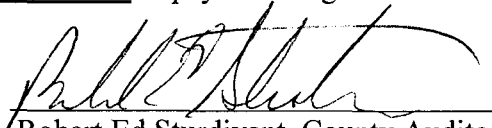
Sign this 22 day of September 2009

ATTEST:   
Dianne Wilson  
County Clerk

**Fort Bend County Judge**  
  
Robert Hebert

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ **70,000.00** to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Robert Ed Sturdivant, County Auditor

IBM Mainframe Software Licensing  
For 2010

Product Description	Product #	Serial #	Quarterly Charge	Status
ACF/VTAM V4 VSE Multidomain	5686-065	G3342	\$1533	Billing started 1/26/02
CICS/TS for VSE/ESA	5648-054	H6540	\$2628	Billing started 9/13/00
COBOL for VSE/ESA	5686-068	H0215	\$777	
DITTO/ESA for VSE	5648-099	C8431	\$279	Billing started 8/1/99
DL/1 DOS/VS	5746- XX1	FZ186	\$570	
Language Environment for VSE (IBM LE 1.4.0 for VSE)	5686-094	H7061	\$324	Billing started 12/4/03
PSF/VSE	5686-040	C3692	\$786	
TCP/IP for VSE/ESA (Application Pack)	5686- A04	H3716	\$777	Billing started 7/9/99
TCP/IP GPS	5686- A04	H3716	\$354	Billing started 11/10/99
VSE Central Functions V6	5686-066	G3343	\$4305	Billing started 1/26/02
z/VM ver. 3	5654- A17	30517	\$4962	
<b>Total per quarter</b>			<b>\$17,295</b>	Budgeted amount for 2010 was \$70,000 to allow for possible rate increases.
<b>Total per year</b>			<b>\$69,180</b>	

10-31-08 Cheryl A10:22 IN

**ADDENDUM TO LICENSE AGREEMENT**

**THIS ADDENDUM**, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and IBM.

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**AND WHEREAS**, the parties desire to renew that certain agreement for services and any and all Addendum(s) for one year from the date here of ; and,

**WHEREAS**, the following changes are incorporated into the Agreement as if a part of the original Agreement: TERM IS OCTOBER 1, 2008 – SEPTEMBER 30, 2009.

Sign this 23 day of September 2008.

ATTEST: Dianne Wilson  
Dianne Wilson,  
County Clerk

Robert Hebert  
Fort Bend County Judge  
Robert Hebert

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 82,500.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

**STATE OF TEXAS  
COUNTY OF FORT BEND**

**ADDENDUM TO LICENSE AGREEMENT**

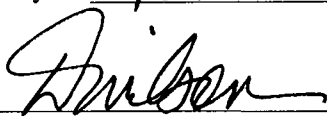
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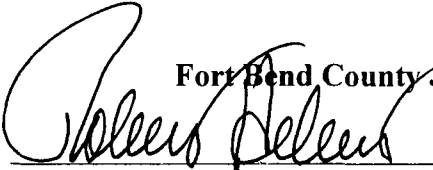
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**AND WHEREAS**, the parties desire to renew that certain agreement for services and any and all Addendum(s) for one year from the date here of ; and,

**WHEREAS**, the following changes are incorporated into the Agreement as if a part of the original Agreement: TERM IS OCTOBER 1, 2007 – SEPTEMBER 30, 2008.

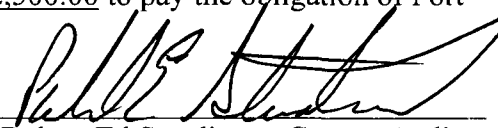
Sign this 25 day of September 2007.

ATTEST:   
Dianne Wilson,  
County Clerk

  
Fort Bend County Judge  
Robert Hebert

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 82,500.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Robert Ed Sturdivant, County Auditor

**STATE OF TEXAS  
COUNTY OF FORT BEND**

**ADDENDUM TO LICENSE AGREEMENT**

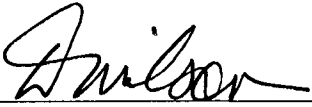
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**AND WHEREAS**, the parties desire to renew that certain agreement for services and any and all Addendum(s) for one year from the date here of ; and,

**WHEREAS**, the following changes are incorporated into the Agreement as if a part of the original Agreement: TERM IS OCTOBER 1, 2006 – SEPTEMBER 30, 2007.

Sign this 10 day of October 2006.

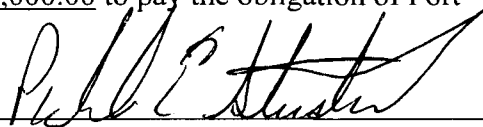
ATTEST:   
Dianne Wilson, Ph.D.  
County Clerk

**Fort Bend County Judge**

  
Robert Hebert

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 75,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Robert Ed Sturdivant, County Auditor

# INSTALLMENT PAYMENT SUPPLEMENT

Date Prepared: 01/04/99

Page 1 of 2

Name and Address of Customer  
 FORT BEND COUNTY  
 00 LIBERTY ST RM 212  
 RICHMOND, TX 77469-3500

Installed at Location  
 FORT BEND COUNTY  
 500-LIBERTYST RM 212  
 RICHMOND, TX 77469-3500

Customer No: 3454114  
 IBM CSO Location: YQ4  
 Installation Payment  
 Master Agreement No: ID00003  
 IPMA Amendment Nos:  
 Quote Validity Date: 01/29/99  
 Referenced Quote Letter No: Q0162785808

Supplement No: ID0015807  
 Referenced Purchase Agreement No:  
 Referenced License Agreement No:  
 Referenced Trade-In Agreement No:  
 Associated Supplement No:

Single Equipment Location  
 IBM/IPMA Customer Number  
 3454114/3454348

CSO Location Address  
 DALLAS - CSO  
 1605 LBJ FREEWAY  
 DALLAS, TX 75234-6084

Customer Reference

Estimated Installation Date or  
 Intended Financing Date or  
 Effective Date of Additional  
 License\*

Line No.	Location Customer No. IBM/IPMA*	Machine or LPM Type/Model Feature	IBM Plant Order or MES or Serial Number	Description	Purchase Price or One-Time Charge or Other Amount	State and Local Taxes	Credit (From IBM Trade-In Agreement) and/or Down Payment	Amount Financed	Interest Rate	Payment Amount	Term (Number of Payment Periods) Option		Planning Date
001	3454114 3454348	2003/208	50025	MULTIPRISE 2000 CMOS PROCESS	377,615.00			*	*	*	IG	3	1/30/99
002	3454114 3454348	9993/009		ESO/OSO Software Financing	86,330.00			*	*	*	S'	3	1/30/99
003	3454114 3454348	9995/001		MAINTENANCE CHARGE FINAN	19,891.00			*	*	*	S'	3	1/30/99
004	3454114 3454348	9996/001		ROLLVER FINANCING	89,407.00			*	*	*	S'	3	1/30/99

\*\*\*SEE AMORTIZATION SCHEDULE FOR PAYMENT

TOTAL FROM ALL PAGES:	PAYMENT PERIOD 1. Monthly <input type="checkbox"/> Annual <input checked="" type="checkbox"/>	Fiscal year Start Date 03/01	Supplier Name Q I V SYSTEMS INC Supplier Customer no. 7538938	Interest Commencement	Total Payment (all pages) ***
PURCHASE PRICE OR ONE TIME CHARGES OR OTHER AMOUNT	\$573,243.00				

TRADE-IN/CREDIT DOWN PAYMENT

STATE OR LOCAL TAXES

AMOUNT FINANCED \$573,243.00

THE INSTALLMENT PAYMENT MASTER AGREEMENT REFERENCED ABOVE, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDUMS ARE THE COMPLETE EXCLUSIVE STATEMENT OF THE AGREEMENT. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT. DELIVERY OF AN EXECUTED COPY OF ANY OF THESE DOCUMENTS BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE A EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. CUSTOMER ACKNOWLEDGES THAT WE MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL.

\*TAX ON FINANCE CHARGE  
 (WHEN APPLICABLE THIS TAX IS  
 PAYABLE WITH FIRST INSTALLMENT)

Accepted by: [Signature] FORT BEND COUNTY  
 By: [Signature] Authorized Signature  
 Name (Type or Print): James Adolphus  
 Date: 1-5-99

Initial here  
 to request IBM Maintenance  
 for equipment



**OPTION CODES**

- OPTION I - Transaction for a Machine or a Modification.
- OPTION IG - Transaction for a Machine or a Modification financed with Tax Exempt Interest.
- OPTION R - Transaction for a used Machine supplied by IBM Credit Corporation.
- OPTION RG - Transaction for a used Machine supplied by IBM Credit Corporation financed with Tax Exempt Interest.
- OPTION S - Transaction for an IBM one-time charge or a Machine or a Modification supplied by IBM Credit Corporation.
- OPTION S' - Transaction for an IBM one-time charge or a Machine or a Modification supplied by IBM Credit Corporation financed with Tax Exempt Interest.
- OPTION T - Transaction for a non-IBM one-time charge.
- OPTION T' - Transaction for a non-IBM one-time charge financed with Tax Exempt Interest.

**TAX EXEMPT REQUIREMENTS (FOR OPTIONS IG, RG, S', and T')**  
THE RATES IN THIS AGREEMENT ARE BASED ON YOUR UNDERLYING DEBT OBLIGATION QUALIFYING TO PAY INTEREST WHICH IS EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 103(a) OF THE INTERNAL REVENUE CODE (Code). Accordingly, you represent that you qualify as a State or political subdivision of a State for purposes of Section 103(a). You agree that any misrepresentation of your status under Section 103(a) is an event of default under this agreement. You further agree to comply promptly with all information reporting requirements of Code section 149(e) and Treasury Regulations thereunder. You also agree to file Internal Revenue Service Form 8038-G or 8038-GC whichever appropriate, for this transaction. If you do not file the above IRS form on a timely basis or are unable upon request to demonstrate that the IRS has determined you are qualified under Section 103(a) of the Code, then you shall pay us on demand a sum to be determined by us that will return to us the economic results we would otherwise have received.

**PREPAYMENT FEE**

The Prepayment Fee is charged to recover administrative expense and changes in funding cost associated with the early liquidation of a Transaction.

Changes in funding costs will only be incurred if interest rates, based on the 3-year Treasury Rate averages as published by the Federal Reserve, decline from the date interest starts to the date of the liquidation. The cost will be determined using a factor of 2.8 multiplied by the change in the 3-year Treasury Rates and then multiplied by the remaining Transaction principal. The 2.8 factor will decrease with the number of months remaining in the original term of the contract. Administrative expense will be determined using a factor of 2.50% multiplied by the remaining Transaction principal.

The Prepayment Fee will be the sum of these numbers.

**FOR FINANCED MACHINES, MODIFICATIONS, OR ADDITIONS FOR COMMERCIAL CUSTOMERS LOCATED IN:**

1. Ohio, Maryland, Mississippi, Virginia, or West Virginia, you must be a corporation as defined by the applicable state law;
2. Pennsylvania, you must be a business corporation as defined by Pennsylvania laws; and
3. Alabama or Wisconsin, the Machines, Modifications, or Additions may not be purchased for agricultural purposes.

**WARRANTY DISCLAIMER:**

Any warranties associated with Products or Services chosen by you and financed by us may be available to you under the terms of any applicable agreement between you and the provider of such Products or Services.

UNDER THIS AGREEMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CAPABILITY OF THE MACHINES OR PROGRAMS TO CORRECTLY PROCESS, PROVIDE AND/OR RECEIVE DATA WITHIN AND BETWEEN THE 20TH AND 21ST CENTURIES, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU TAKE THE PRODUCTS AND/OR SERVICES "AS IS". IN NO EVENT WILL WE HAVE ANY LIABILITY FOR, NOR WILL YOU HAVE ANY REMEDY UNDER THIS AGREEMENT AGAINST US FOR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS.

**TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM**

When non-IBM Equipment and/or a Supplier other than IBM is specified on the front of this Supplement, these terms apply.

This amends the Installment Payment Master Agreement referenced on page 1.

1. Section 2.1 - Machines - replace the first sentence with the following: "We finance charges for Machines you purchase from us or your supplier."
2. Section 2.2 - Modifications and Additions - replace the first sentence with the following: "We finance charges for Modifications and Additions you purchase from IBM, IBM Credit or your supplier."
3. Section 2.3 - Other Charges - add the following to the end of the section: "We may agree to finance one-time charges from your supplier."
4. Section 2.4 - Discounts, Allowances and Adjustments - replace the first sentence with the following: "The purchase price or one-time charge we finance is the same amount that you would have paid us or your supplier after all discounts and adjustments."
5. Section 3.2 - Interest Commencement - replace the entire section with the following: "Unless otherwise specified in the Supplement, interest starts on (for OPTIONS IG, RG, S', and T' transactions, interest starts on the first day of the month following) the acceptance date you indicate on a certificate of acceptance executed by you."

IBM Corporation

New Orchard Road  
Armonk, NY 10504  
(914) 499-1900  
WWW.FINANCING.IBM.COM

ADDENDUM TO INSTALLMENT PAYMENT SUPPLEMENT  
STATE AND LOCAL GOVERNMENT

Enterprise No. 3454127

Installment Payment  
Master Agreement No. ID00003

Customer No. 3454114

Supplement No. ID0015807

We and FORT BEND COUNTY (You) agree that for the purposes of the referenced Supplement only, the Installment Payment Master Agreement between the parties is hereby modified as follows:

Paragraph - Operating System Version Upgrades - is a new section which reads:

"For the Term of the Transaction for this Total Solution Financing, no increase in the Payment Amount will be charged for any version upgrade(s) of the base operating system software package (as defined by IBM) within the same software model group."

Accepted by:

IBM Corporation  
by *Dorothy Q. Brown*  
Authorized Signature  
DOROTHY Q. BROWN 1/27/99  
Name (Type or Print) Date

FORT BEND COUNTY  
by *James Adolphus*  
Authorized Signature  
James Adolphus 1-5-99  
Name (Type or Print) Date

JAN 11 1999

NO CHANGES TO THIS ADDENDUM ARE AUTHORIZED

December 21, 1998

Addendum No. Q01627858-09

JAN 28 1999

IBM CORPORATION

New Orchard Road  
Armonk, NY 10504  
914/499-1900  
www.financing.ibm.com

ADDENDUM TO INSTALLMENT PAYMENT SUPPLEMENT

Enterprise No. 3454127	Installment Payment Master Agreement No. <u>ID00003</u>
Customer No. 3454114	Supplement No. <u>ID0015807</u>

We and FORT BEND COUNTY (You) agree that for the purposes of the referenced Supplement only, the Installment Payment Master Agreement between the parties is hereby modified as follows:

Section 2.1 - Machines - in line 1 of Subsection 2., after "taxes," insert "unless you provide an applicable Tax Exemption Certificate to us,".

Section 3.5 - Prepayment - delete the entire section and replace with the following:

"You may prepay any Transaction by paying all outstanding amounts due plus the remaining principal balance. If you prepay a Transaction for a machine, you must also prepay any Transaction for related non-IBM charges. Interest Rates will reflect this waiver of prepayment fee provisions. By means of a statement on the front of each Supplement specifying that rates shown reflect waiver of IPMA prepayment fee provisions, the Prepayment Fee Section on the back of each Supplement is deleted in its entirety."

Section 4.3 - Security Interest - delete the first two paragraphs entirely.

Section 4.4 - Insurance - add the following conclusion to the first paragraph, beginning on Line 4:

"You may choose to apply the protection of a general program of self-insurance or risk assumption to protect our interests established under this Agreement. If you do, you will first give us proof that the protection is general and not limited to the assets financed under this Agreement, and that it is sufficient to satisfy your obligations to us in the event of a Loss."

Section 4.6 - General - at the end of line 3, after the words "in the future." add the following:

"Any inconsistency between terms of a Transaction shall be resolved by giving precedence in the following order: 1) Addendum to Installment Payment Supplement; 2) Installment Payment Supplement; 3) Installment Payment Master Agreement."

- in line 6 after "Supplement." insert "Notices of default will be sent certified mail, or registered mail, or delivered in person and will be effective when received by Customer."

- at the end of the paragraph add the following:

"We agree to exercise all reasonable efforts to give copies of notices required to be given to you under Paragraphs 4.1 and 4.6 to:

Fort Bend County Judge  
Michael D. Rozell,  
301 Jackson, Suite 719  
Richmond, TX 77469

Fort Bend County  
Mary Shemanski  
Management Information Systems  
500 Liberty, Suite 212  
Richmond, TX 77406

Prepared by: M COLLOPY

Accepted by:  
IBM Corporation

FORT BEND COUNTY

by *Dorothy O. Brown*  
Authorized Signature

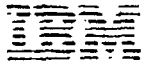
by *J. A. R.*  
Authorized Signature

*Dorothy O. Brown* 1/27/99  
Name (Type or Print) Date  
A6278581/BF2

*James Adolphus* 1-5-99  
Name (Type or Print) Date

JAN 11 1999  
~~JAN 28 1999~~

NO CHANGES TO THIS ADDENDUM ARE AUTHORIZED  
Dec 30, 1998 Addendum No. Q01627858-09



# Installment Payment Master Agreement

## State and Local Government

Thank you for doing business with us. We are committed to providing you with the highest quality financial offerings. If, at any time, you have any questions or problems, please let us know.

This Installment Payment Master Agreement (called the "Agreement") covers the terms and conditions under which we finance various charges.

This Agreement has four parts:

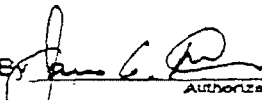
- Part 1 - Definitions;
- Part 2 - Our Offerings;
- Part 3 - Payment; and
- Part 4 - General.

The specific amount financed, the interest rate charged, and the period over which the amount is financed are together referred to as an Installment Payment Transaction (called the "Transaction"). Each Transaction is listed as a separate line item on a Supplement to this Agreement. A Supplement may contain additional terms for its Transactions. You agree to those terms by signing the Supplement. Each Transaction is contingent upon a review of your credit by us.

This Agreement and its applicable Supplements are the complete agreement regarding the Transactions and replace any prior oral or written communications between both parties.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:  
FORT BEND COUNTY

By   
Authorized Signature

Name (type or print): James S Adolpus

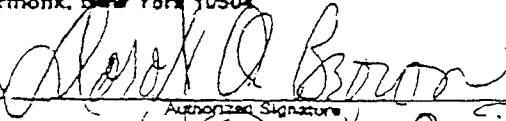
Date: 1-5-99

Customer number: 3454114

ENTER

Customer Address:  
500 LIBERTY ST RM 212  
RICHMOND, TX 77469-3500

Agreed to:  
International Business Machines Corporation  
Armonk, New York 10504

By   
Authorized Signature

Name (type or print): DOROTHY O. BROWN

Date: 1/27/99

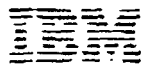
Agreement number: ID00003

IBM Office number: YQ4

IBM Office address:  
1605 LBJ FREEWAY  
DALLAS, TX 75234-6094

JAN 11 1999

JAN 20 1999



# Installment Payment Master Agreement

## Part 1 - Definitions

## State and Local Government

### 1.1 Definitions

**Addition** is any Machine or Program associated with a Machine previously financed under this Agreement.

**Customer-set-up Machine** is an IBM Machine that you set up according to IBM instructions.

**Date of Installation** is the following:

1. for a Machine -
  - a. the business day after the day we install it or, if you defer installation, make it available to you for installation; or
  - b. the second business day after the end of the standard transit allowance period for a Customer-set-up Machine or a non-IBM Machine.
2. for a Program, the latest of -
  - a. the day after its testing period ends;
  - b. 10 days after we ship it; or
  - c. the day you are authorized to make an Additional License Copy or a copy of a Distributed Feature.

**Machine** is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. We use the terms "IBM Machine" and "non-IBM Machine" if applicable.

**Modification** is any IBM field installable upgrade, feature or accessory added to any Machine.

**Planning Date** is the date stated in the Supplement that financing for each Transaction is scheduled to begin. For a Machine, it is the estimated date the Machine will be put into service. For a Program, it is the estimated Date of installation. For all other financed charges, it is the date you choose for the financing to begin:

**Product** is a Machine or a Program.

**Program** is all the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related materials, including documentation and listings, in any form.

**Service** is assistance or use of a resource (such as a network).

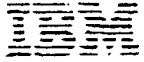
**Term** is the number of payment periods stated in the Supplement. The Term of a Transaction begins on the date interest starts. It ends on the last day of the last payment period. If you prepay a Transaction, its Term ends when you complete the prepayment.

**You** and **Your** refer to you, the Customer. You must be a State or a Political Subdivision as defined by Section 103(a) of the Internal Revenue Code of 1988, as amended, and any Regulations and Rulings that affect that section.

**We, Us** and **Our** refer to:

1. International Business Machines Corporation (IBM), its subsidiaries and affiliates;
2. a partnership in which IBM is a partner; or
3. a business enterprise for which IBM is an agent.

IBM will remain as the active manager for all matters under this Agreement.



# Installation Payment Master Agreement

## Part 2 - Our Offerings

## State and Local Government

### 2.1 Machines

We finance charges for Machines you purchase from us. For a Machine we finance, you agree to:

1. keep the Machine free from encumbrances of any kind, except those established by us under this Agreement, or by you with our prior written consent;
2. promptly pay all taxes, interest, and other charges associated with the Machine, excluding taxes based on our net income; and
3. keep the Machine in good operating condition.

### 2.2 Modifications and Additions

We finance charges for Modifications and Additions you purchase from us. For Modifications and Additions we finance, you agree to:

1. ensure that the Machine with which the Modifications and Additions will be associated is free from encumbrances of any kind, except those established by us under this Agreement; and
2. keep modified Machines and Additions to them in accordance with the requirements of Section 2.1.

We may offer to refinance a Machine when we finance a Modification to it. Changes to the Annual Interest Rate, Payment Amount, and Term will then be specified in a new Supplement.

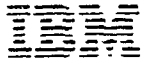
### 2.3 Other Charges

We finance one-time charges for IBM Programs and Services. Your obligation to make payments is not affected by the termination of any Service or license for a Program, unless such termination occurs before the date interest starts.

We may agree to finance other one-time charges associated with the installation of IBM Products.

### 2.4 Discounts, Allowances and Adjustments

The purchase price or one-time charge we finance is the same amount that you would have paid us after all discounts and adjustments. If this amount changes after you sign the Supplement and before the date interest starts, we will adjust the Supplement accordingly and notify you.



# Installment Payment Master Agreement

## Part 3 - Payment

## State and Local Government

### 3.1 Your Obligation to Pay

You will pay all amounts specified in the Supplement. Payments will be made through the IBM Branch Office unless we notify you otherwise.

Your obligation to pay will continue regardless of any dispute you may have with respect to the financed Products or Services.

You agree to periodically request the appropriation of funds to pay all Payment Amounts specified in the Supplement. If the funds you request for any future fiscal year are not appropriated, you will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If this happens, you agree to notify us in writing. Each affected Transaction will end after the last funded fiscal year and you will not be in default. You may retain the Machines for a reasonable period of time and at a monthly charge which we will determine. We will then remove the Machines from your premises and retain all sums paid as partial payment for their use and depreciation.

### 3.2 Interest Commencement

Unless otherwise specified in the Supplement, interest starts on:

1. the first day of the month following the Date of Installation for Products and Services you obtain from us; or
2. the first day of the month specified in the Supplement for all other charges.

### 3.3 Invoicing

Payment Amounts for monthly payment periods are invoiced as of the first day of each calendar month and are due on the first day of the following month.

Payment Amounts for all other payment periods (for example, annual) are invoiced 30 calendar days before the end of their payment period and are due on the day following the close of the respective payment period.

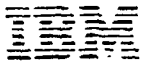
### 3.4 Rate Protection

The Supplement states a Planning Date for each Transaction, and one Quote Validity Date for all Transaction rates on the Supplement. These rates are not subject to change provided that:

1. the Supplement is signed and returned to us by the Quote Validity Date; and
2. the Product is installed within the same calendar month as its Planning Date.

### 3.5 Prepayment

We will not charge any loan origination fees. If you decide to prepay a Transaction, you agree to pay us a prepayment fee for our unrecovered administrative expense and changes in funding costs. The Supplement describes how the prepayment fee is determined. You may prepay any Transaction by paying all outstanding amounts due plus the remaining principal balance and any prepayment fee. If you prepay a Transaction for a Machine, you must also prepay any Transaction for related non-IBM charges.



# Installment Payment Master Agreement

## Part 4 - General

## State and Local Government

### 4.1 Events of Default

You will be in default if:

1. you do not pay any amount within seven days after its due date;
2. you fail to maintain insurance as required under this Agreement;
3. you make any misrepresentation in a credit application you give us;
4. you make an assignment for the benefit of creditors, or you consent to the appointment of a trustee or receiver, or either is appointed for you or for a substantial part of your property without your consent;
5. any petition or proceeding is filed by or against you under any bankruptcy, insolvency, or similar law; or
6. you breach any other provision of this Agreement and that breach continues for fifteen days after you receive written notice from us.

### 4.2 Remedies

If you are in default, we may do one or more of the following:

1. declare the Transaction and all associated Transactions to be in default;
2. recover from you all amounts that are or will be due;
3. repossess or render unusable any or all Machines, Modifications, or Additions without demand, notice, court order, or other process, and retain all payments made as partial compensation for their use and depreciation;
4. require you, at your expense, to assemble and ship any Machine, Modification, or Addition to a location we specify; and
5. recover from you reasonable attorney's fees and legal expenses incurred in exercising any of our rights under this Agreement.

If we repossess a Modification, it is your responsibility to restore the remaining Machine to good working order. We have no liability for costs or damages caused by the removal of such Modification or by your failure to fulfill your responsibilities.

Upon repossession or return of a Machine, Modification, or Addition, we will dispose of it in a commercially reasonable manner. After deducting our expenses for the repossession and disposition, we will apply the net proceeds toward the amounts due. You will pay us any deficiency between the net proceeds and the unpaid amounts due. We will pay to you any excess net proceeds.

We may pursue any other remedy available at law or in equity.

### 4.3 Security Interest

We reserve a purchase money security interest in each Machine we finance, its substitutions, replacements, accessions, Modifications, Additions and any associated proceeds until we receive all amounts due. You will cooperate with us to perfect our security interest.

You authorize us to act as your agent and attorney-in-fact for the limited purpose of preparing, executing in your name, and filing on your behalf, financing statements or other documents covering Machines, Modifications, and Additions financed by us.

Each Machine must be kept at the location specified in this Agreement, where we may inspect it at any reasonable time. Each Machine will remain personal property, and will not become a fixture to real property. Until your financial obligation on a Transaction is satisfied, you may not modify or otherwise dispose of the Machine, Modification, or Addition, in whole or in part, without our prior written consent.

#### 4.4 Insurance

You will maintain insurance covering loss, theft, conversion, damage, and destruction (called a "Loss") for any Machine, Modification, or Addition that we finance under this Agreement. You will endorse the policy naming us and our assigns as Loss Payee. Upon our request, you will provide us with proof of such insurance.

If a Machine, Modification or Addition suffers a Loss before we receive all payments, you will promptly notify us. Upon our request, you will pay us the prepayment amount as of the date of the occurrence. You agree to prepay all related non-IBM charges at the same time. We will credit you with any insurance payments that are in excess of the prepayment amount. Your obligation to pay us will continue until we are paid in full.

#### 4.5 Assignment and Relocation

You may not assign this Agreement or your rights under it, or delegate your obligations. Any attempt to do so is void. You may not sell, transfer, modify, relocate, or otherwise dispose of any Machine, Modification, or Addition, in whole or in part, without our prior written consent. We will not consent to the relocation of any Machine, Modification, or Addition out of the United States.

We may assign any of our interests in whole or in part. Even when we assign our rights, we remain fully obligated to you and only your written consent can release us from this obligation. Therefore, any claims you have under this Agreement may be brought only against us, not our assignees.

#### 4.6 General

If any provision of this Agreement becomes invalid or unenforceable, all other provisions remain in effect. Our failure to require full performance or our waiver of any provision in this Agreement does not prevent us from requiring full performance of all provisions in the future.

##### **Notices**

All notices under this Agreement will be delivered in person or mailed, to you at your address or to us at the IBM Branch Office shown in the Supplement.

##### **Changes to the Agreement Terms**

In order to maintain flexibility in our financial offerings, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new Transactions.

For any other change to be valid, both parties must sign it. Additional or different terms in any written communication from you are void.

##### **Agreement Termination**

This Agreement may be terminated by either party with one month's written notice. However, each Transaction existing on the effective date of that termination will survive until all its related obligations are fully satisfied.

##### **Electronic Communications**

Electronic communications, if used, are the equivalent of written and signed documents. When both parties agree to use electronic invoicing and payment options, you may authorize us to initiate direct payment from your deposit account for the items listed on any Supplement and for any related taxes.

##### **Conflicting Terms**

If there is conflict between terms, those of a Supplement prevail over those of this Agreement for the Transactions listed on the Supplement.

##### **Governing Law**

The laws of your State govern this Agreement.

IPMA PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
 Reference Number: Q01627858-08  
 Date: 1998-12-21

Year/Model: 2003/206 Net Purchase Price: 377,615.00  
 Term: 36 Payment Frequency: monthly  
 Install Month: 01/99 Option: IG  
 Monthly Rate: 3.75% Interest Commencement Date: 02/01/1999  
 PAYMENT START DATE: 02/01/1999

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
				377,615.00
R 01, 1999	15,000.00	1,180.05	13,819.95	363,795.00
R 01, 1999	0.00	0.00	0.00	364,931.9
Z 01, 1999	0.00	0.00	0.00	366,072.3
N 01, 1999	0.00	0.00	0.00	367,216.3
L 01, 1999	0.00	0.00	0.00	368,363.8
S 01, 1999	0.00	0.00	0.00	369,514.9
P 01, 1999	0.00	0.00	0.00	370,669.7
T 01, 1999	0.00	0.00	0.00	371,828.0
V 01, 1999	0.00	0.00	0.00	372,990.0
C 01, 1999	0.00	0.00	0.00	374,155.6
N 01, 2000	0.00	0.00	0.00	375,324.8
B 01, 2000	0.00	0.00	0.00	376,497.7
R 01, 2000	130,371.39	13,879.25	116,492.14	247,302.9
R 01, 2000	0.00	0.00	0.00	248,075.7
Y 01, 2000	0.00	0.00	0.00	248,850.9
N 01, 2000	0.00	0.00	0.00	249,628.6
L 01, 2000	0.00	0.00	0.00	250,408.7
IG 01, 2000	0.00	0.00	0.00	251,191.2
IP 01, 2000	0.00	0.00	0.00	251,976.2
IT 01, 2000	0.00	0.00	0.00	252,763.6
IV 01, 2000	0.00	0.00	0.00	253,553.5
EC 01, 2000	0.00	0.00	0.00	254,345.8
AN 01, 2001	0.00	0.00	0.00	255,140.7
EB 01, 2001	0.00	0.00	0.00	255,938.0
AR 01, 2001	130,371.39	9,434.93	120,936.46	126,366.4
FR 01, 2001	0.00	0.00	0.00	126,761.3
AY 01, 2001	0.00	0.00	0.00	127,157.4
UN 01, 2001	0.00	0.00	0.00	127,554.8
UL 01, 2001	0.00	0.00	0.00	127,953.4
UG 01, 2001	0.00	0.00	0.00	128,353.3
EP 01, 2001	0.00	0.00	0.00	128,754.4
CT 01, 2001	0.00	0.00	0.00	129,156.7
OV 01, 2001	0.00	0.00	0.00	129,560.3
EC 01, 2001	0.00	0.00	0.00	129,965.2

IPMA PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
 Reference Number: Q01627853-08  
 Date: 1998-12-21

Payment Due	Payment	Fin. Charge	Principal	Balance
01, 2002	130,371.44	4,004.95	126,366.44	0.00
01, 2002	0.00	-0.01	0.01	0.00
<b>Total</b>	<b>406,114.17</b>	<b>28,499.17</b>	<b>377,615.00</b>	

IBM CREDIT CORPORATION  
IPMA PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
Reference Number: Q01627858-08  
Date: 1998-12-21

Chassis/Model:	9993/009	Net Purchase Price:	86,330.00
Term:	36	Payment Frequency:	monthly
Start Month:	01/99	Option:	S'
Monthly Rate:	3.75%	Interest Commencement Date:	02/01/1999
		PAYMENT START DATE:	02/01/1999

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
				86,330.00
1 01, 1999	0.00	0.00	0.00	86,599.7
2 01, 1999	0.00	0.00	0.00	86,870.4
3 01, 1999	0.00	3.00	0.00	87,141.8
4 01, 1999	0.00	0.00	0.00	87,414.1
5 01, 1999	0.00	0.00	0.00	87,687.3
6 01, 1999	0.00	0.00	0.00	87,961.3
7 01, 1999	0.00	0.00	0.00	88,236.2
8 01, 1999	0.00	0.00	0.00	88,512.0
9 01, 1999	0.00	0.00	0.00	88,788.6
1 01, 1999	0.00	0.00	0.00	89,066.0
2 01, 2000	0.00	0.00	0.00	89,344.3
3 01, 2000	0.00	0.00	0.00	89,623.5
4 01, 2000	31,034.33	3,573.66	27,460.67	58,869.3
5 01, 2000	0.00	0.00	0.00	59,053.3
6 01, 2000	0.00	0.00	0.00	59,237.8
7 01, 2000	0.00	0.00	0.00	59,422.9
8 01, 2000	0.00	0.00	0.00	59,608.6
9 01, 2000	0.00	0.00	0.00	59,794.9
1 01, 2000	0.00	0.00	0.00	59,981.8
2 01, 2000	0.00	0.00	0.00	60,169.2
3 01, 2000	0.00	0.00	0.00	60,357.2
4 01, 2000	0.00	0.00	0.00	60,545.8
5 01, 2001	0.00	0.00	0.00	60,735.1
6 01, 2001	0.00	0.00	0.00	60,924.9
7 01, 2001	31,034.33	2,245.96	28,788.37	30,080.9
8 01, 2001	0.00	0.00	0.00	30,174.9
9 01, 2001	0.00	0.00	0.00	30,269.2
1 01, 2001	0.00	0.00	0.00	30,363.8
2 01, 2001	0.00	0.00	0.00	30,458.7
3 01, 2001	0.00	0.00	0.00	30,553.9
4 01, 2001	0.00	0.00	0.00	30,649.4
5 01, 2001	0.00	0.00	0.00	30,745.1
6 01, 2001	0.00	0.00	0.00	30,841.2
7 01, 2001	0.00	0.00	0.00	30,937.6

ITM CREDIT CORPORATION  
 IPMA PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
 Reference Number: Q01627858-09  
 Date: 1998-12-21

Payment Due	Payment	Fin. Charge	Principal	Balance
01, 2002	31,034.99	953.37	30,080.96	0.0
01, 2002	4.00	4.00	0.00	0.0
Total	93,107.99	6,772.99	86,330.00	

IBM CREDIT CORPORATION  
 IPMA PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
 Reference Number: Q01627858-08  
 Date: 1998-12-21

Mach/Model: 9995/001 Net Purchase Price: 19,891.00  
 Term: 36 Payment Frequency: monthly  
 Install Month: 01/99 Option: S'  
 monthly Rate: 3.75% Interest Commencement Date: 02/01/1999  
 PAYMENT START DATE: 02/01/1999

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
				19,891.00
MAR 01, 1999	0.00	0.00	0.00	19,953.1
APR 01, 1999	0.00	0.00	0.00	20,015.5
MAY 01, 1999	0.00	0.00	0.00	20,078.0
JUN 01, 1999	0.00	0.00	0.00	20,140.8
JUL 01, 1999	0.00	0.00	0.00	20,203.7
AUG 01, 1999	0.00	0.00	0.00	20,266.8
SEP 01, 1999	0.00	0.00	0.00	20,330.2
OCT 01, 1999	0.00	0.00	0.00	20,393.7
NOV 01, 1999	0.00	0.00	0.00	20,457.4
DEC 01, 1999	0.00	0.00	0.00	20,521.4
JAN 01, 2000	0.00	0.00	0.00	20,585.5
FEB 01, 2000	0.00	0.00	0.00	20,649.8
MAR 01, 2000	7,150.51	823.39	6,327.12	13,563.8
APR 01, 2000	0.00	0.00	0.00	13,606.2
MAY 01, 2000	0.00	0.00	0.00	13,648.7
JUN 01, 2000	0.00	0.00	0.00	13,691.4
JUL 01, 2000	0.00	0.00	0.00	13,734.2
AUG 01, 2000	0.00	0.00	0.00	13,777.1
SEP 01, 2000	0.00	0.00	0.00	13,820.2
OCT 01, 2000	0.00	0.00	0.00	13,863.3
NOV 01, 2000	0.00	0.00	0.00	13,906.7
DEC 01, 2000	0.00	0.00	0.00	13,950.1
JAN 01, 2001	0.00	0.00	0.00	13,993.7
FEB 01, 2001	0.00	0.00	0.00	14,037.4
MAR 01, 2001	7,150.51	517.48	6,633.03	6,930.8
APR 01, 2001	0.00	0.00	0.00	6,952.5
MAY 01, 2001	0.00	0.00	0.00	6,974.2
JUN 01, 2001	0.00	0.00	0.00	6,996.0
JUL 01, 2001	0.00	0.00	0.00	7,017.8
AUG 01, 2001	0.00	0.00	0.00	7,039.8
SEP 01, 2001	0.00	0.00	0.00	7,061.8
OCT 01, 2001	0.00	0.00	0.00	7,083.8
NOV 01, 2001	0.00	0.00	0.00	7,106.0
DEC 01, 2001	0.00	0.00	0.00	7,128.2

LEAD CREDIT COLLECTION  
 PAYMENT SCHEDULE

Owner Name: FORT BEND COUNTY  
 Reference Number: Q01627858-00  
 Date: 1998-12-21

Payment Due	Payment	Fin. Charge	Principal	Balance
01, 2002	7,150.00	213.57	6,930.84	0.0
01, 2002		-0.01	0.01	0.0
Total	21,450.00	1,560.53	19,891.00	

IBM CREDIT CORPORATION  
 IPMA PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
 Reference Number: Q01627858-CK  
 Date: 1998-12-21

Ch/Model: 9996/001 Net Purchase Price: 89,407.00  
 Term: 36 Payment Frequency: monthly  
 Start Month: 01/99 Option: S'  
 Monthly Rate: 4.94% Interest Commencement Date: 02/01/1999  
 PAYMENT START DATE: 02/01/1999

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from early prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
				89,407.00
R 01, 1999	0.00	0.00	0.00	89,775.00
R 01, 1999	0.00	0.00	0.00	90,144.60
Y 01, 1999	0.00	0.00	0.00	90,515.70
M 01, 1999	0.00	0.00	0.00	90,888.30
L 01, 1999	0.00	0.00	0.00	91,262.50
G 01, 1999	0.00	0.00	0.00	91,638.20
P 01, 1999	0.00	0.00	0.00	92,015.40
T 01, 1999	0.00	0.00	0.00	92,394.20
V 01, 1999	0.00	0.00	0.00	92,774.60
C 01, 1999	0.00	0.00	0.00	93,156.50
N 01, 2000	0.00	0.00	0.00	93,540.00
B 01, 2000	0.00	0.00	0.00	93,925.00
R 01, 2000	32,913.07	4,904.75	28,008.32	61,398.60
R 01, 2000	0.00	0.00	0.00	61,651.40
Y 01, 2000	0.00	0.00	0.00	61,905.20
M 01, 2000	0.00	0.00	0.00	62,160.00
L 01, 2000	0.00	0.00	0.00	62,415.90
G 01, 2000	0.00	0.00	0.00	62,672.90
P 01, 2000	0.00	0.00	0.00	62,930.90
T 01, 2000	0.00	0.00	0.00	63,189.90
V 01, 2000	0.00	0.00	0.00	63,450.10
C 01, 2000	0.00	0.00	0.00	63,711.30
N 01, 2001	0.00	0.00	0.00	63,973.60
B 01, 2001	0.00	0.00	0.00	64,236.90
R 01, 2001	32,913.07	3,102.72	29,810.35	31,588.30
R 01, 2001	0.00	0.00	0.00	31,718.30
Y 01, 2001	0.00	0.00	0.00	31,848.90
M 01, 2001	0.00	0.00	0.00	31,980.00
L 01, 2001	0.00	0.00	0.00	32,111.70
G 01, 2001	0.00	0.00	0.00	32,243.80
P 01, 2001	0.00	0.00	0.00	32,376.60
T 01, 2001	0.00	0.00	0.00	32,509.90
V 01, 2001	0.00	0.00	0.00	32,643.70
C 01, 2001	0.00	0.00	0.00	32,778.10

PAYMENT SCHEDULE

Customer Name: FORT BEND COUNTY  
 Reference Number: QC1627852000  
 Date: 1998-12-21

Payment Due	Payment	Fin. Charge	Principal	Balance
01, 2002	32,910.00	1,328.74	31,588.33	0.0
01, 2002		0.00	0.00	0.0
<b>Total</b>	<b>98,730.00</b>	<b>9,332.21</b>	<b>89,407.00</b>	

### Enterprise Server Offering

1. Scope of Offering

This S/390 Enterprise Server Offering (called "ESO"), consists of eligible Products and Services selected by you for your business environment and specified in this ESO Agreement. Any changes to the ESO will be accomplished in accordance with the terms of our Agreement. The Services provided with this ESO do not address the capability of your system to handle data data within and between the twentieth and twenty-first centuries Please refer to IBM Product specifications to determine whether IBM Products are Year 2000 ready.

2. ESO Term

The term of this ESO is 36 months beginning on the Date of Installation for the ESO processor.

For the term of the ESO, charges for included Programs and Maintenance are incorporated in the ESO price. At the conclusion of the ESO term, 1) billing for included Programs will revert to our generally available recurring charges and standard invoicing terms and 2) we will automatically renew included Maintenance Services under the terms and charges then in effect unless you request, in writing, that we do not renew them.

3. ESO Products

The Machine you are acquiring from the Authorized IBM Business Partner, QIV Systems, Incorporated is specified in Schedule A (below). It is understood that the software and maintenance included in this contract are for the Machine specified in Schedule A.

Both of us agree that the complete agreement between us about this transaction consists of 1) this Transaction Document including its Schedules, and 2) the IBM Customer Agreement (or any equivalent agreement signed by both of us). Once signed, any reproduction of this document made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to: (Customer Name)

Fort Bend County

By

*[Handwritten Signature]*  
Authorized signature

Name (type or print): James C. Adolphus

Date: 5/5/99

Customer number: 3454232

Installation address:  
Courthouse Annex  
500 Liberty  
Richmond, TX 77469-3500

Customer billing address:

Agreed to:

International Business Machines Corporation

By

*[Handwritten Signature]*  
Authorized signature

Name (type or print): Serik Carroll II

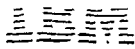
Date: 5.12.99

Transaction number: 1106910

Agreement number: HQ12291

IBM address:  
1605 LBJ Freeway  
Dallas, Texas 75234

After signing, please return a copy of this ESO Agreement to the "IBM address" shown above.

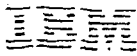


## Maintenance

- We will provide repair Maintenance Service for the ESO Machines (identified in Schedule A) following expiration of their warranty through the term of this contract. Each of us agree that if a feature, conversion, or upgrade is installed on any Machine while it is covered under this ESO an additional Maintenance charge may apply for the remaining portion of the ESO term.
- At the end of the ESO term, monthly maintenance charges will resume.
- The type of repair Maintenance Service is specified in Schedule A.

## Program Related Terms

- Only those Programs and features identified in Schedule B are included with the ESO. Additional Programs and features must be ordered and invoiced separate from the ESO.
- During the term of the ESO, included Programs cannot be aggregated with other Programs for the purpose of other IBM pricing discounts, Parallel Sysplex, or optional billing offerings. Addenda and/ or Attachments apply to programs running on the ESO CPU, but are offered outside the scope of the ESO offering.
- All ESO Programs are basic licenses. Installation of these qualifies other systems within your Enterprise for Distributed Systems License Option ("DSLO") pricing. For qualifying Programs, you can convert ESO basic licenses to DSLO licenses when the ESO term expires.
- All Programs that are part of the ESO can be transferred, in their entirety, to another Designated Machine within your Enterprise. You may be liable for an increase in charges as a result of this transfer. Individual ESO Programs cannot be transferred to other Machines.
- Processor upgrades or version-to-version upgrades during the term of the ESO may result in additional charges. No refunds or credits are available for such charges.
- For migration purposes, you may need to use older versions of some Programs in addition to the current versions required by the ESO operating environment. These older versions may be used without charge for up to twelve months on the ESO processor.



S/390 Enterprise Server Offering - Schedule A

ESO Machines

Machine Type and Description	Model or Feature	Warranty Period	Type of Repair	Production Status Code
2003-6YGYM	206	12 months	24 X 7	Newly manufactured

S/390 Enterprise Server Offering - Schedule B

ESO Programs

Licensed Program/ Feature	Description	Plant Order Number	Estimated Ship Date	Designated Machine Type/Mod. Serial or Plant Order Number
5647/A01	OS/390 V2	BYMQSZ	01/18/99	2003-206

- Only those Programs and features identified in Schedule B are included with the ESO. Additional Programs and features must be ordered separate from the ESO.

# IBM Customer Agreement

## Addendum for OS/390 Implementation for VM/VSE ESO

These terms are in addition to those of the IBM Customer Agreement (or any equivalent agreement signed by both of us). You accept these terms by signing below.

### 1. Definitions

Eligible Processor is a CMOS (Complementary Metal Oxide Semiconductor) processor acquired under the terms of the Enterprise Server Offering (ESO). You may have only one Eligible Processor per customer location. A customer location is defined as a single building with a single mailing address.

Eligible Programs are

1. operating systems VSE/ESA Version 1.4 or later, VSE/ESA Version 2 or later, and VM/ESA Version 2.2 or later; and
2. eligible associated Programs, the function of which is similar to the OS/390 Programs,

installed and running on the same Eligible Processor and licensed under the same IBM customer number as the OS/390 Programs. VM or VSE Programs with no OS/390 equivalent are charged at their current Multiple Operating System - PR/SM Charge Option (MOSP) rate (if available).

OS/390 Application Implementation Period is the 36-month period beginning on the Date of Installation of OS/390.

### 2. Eligibility

To be eligible for this offering, you must

1. have an existing license for VM or VSE and associated Programs, and
2. not have had any version of MVS or OS/390 running in the same customer location as the VM or VSE system at any time during the twelve months immediately prior to the Date of Installation of the Eligible Processor.
3. agree to have an OS/390 application in production within the OS/390 Application Implementation Period.

In addition, you agree to acquire and install the most current version of

1. OS/390 on the Eligible Processor within 12 months following the Date of Installation of the Eligible Processor. If OS/390 is not installed on the Eligible Processor within this time period, then the standard

Both of us agree that the complete agreement between us about this transaction consists of 1) this Transaction Document and 2) the IBM Customer Agreement (or any equivalent agreement signed by both of us). Once signed, any reproduction of this Addendum made by reliable means (for example, photocopy or facsimile) is considered an original.

Received by IBM

J. Howell 5/12/99  
Signature Date

Agreed to:

Customer name: Fort Bend County

Agreed to:

International Business Machines Corporation

IBM Form 608

By

J. C. Adolphus  
Authorized signature

By

Seril Carroll  
Authorized signature

Name (type or print): James C. Adolphus

Name (type or print): Seril Carroll

Date: 5/5/99

Date: 5-12-99

Customer number: 3454222

IBM Customer Agreement number: HQ12291

Customer address:

Courthouse Annex  
500 Liberty  
Richmond, TX 77469-3500

Addendum number:

IBM address:  
1805 LBJ Freeway  
Dallas, TX 75234

Please return a copy of this signed Addendum to the "IBM address" shown above.

2. VM/ESA or VSE/ESA by the end of the OS/390 Application Implementation Period and VSE, then you must agree to acquire and install the most current versions of both.

You also agree to

1. acquire CICS/ESA (OS/390 version) or DB2 (OS/390 version), or their equivalents, at the time you acquire OS/390, and
2. install either of these Programs or their equivalents by the OS/390 Application Implementation Period.

### 3. Waiver of Monthly License Charges (MLC)

#### OS/390 Application Implementation Period

If you meet the requirements for eligibility, we will waive the MLC for Eligible Programs during the OS/390 Application Implementation Period. The MLC waiver applies only to the most current version of VM/ESA or VSE/ESA installed.

#### Two-year Extension

If you have 1) established an OS/390 production environment by the end of the OS/390 Application Implementation Period and 2) grown this environment by increasing a) the S/390 processor capacity used for this environment, b) the number of OS/390 applications, or c) the number of users of OS/390 applications, we may, at our discretion, offer to you a two-year extension of the MLC waiver on VM and VSE Programs. We may continue to offer to you indefinitely such extensions, providing that You continue to increase the S/390 processor capacity used for this environment. If you have not established an OS/390 production environment by the end of the OS/390 Application Implementation Period, you will not be offered a two-year extension of the MLC waiver on VM and VSE Programs.

### 4. Processor Upgrades/Replacements

If the processor is upgraded or replaced with a newly manufactured processor during the OS/390 Application Implementation Period, the terms of the offering remain in effect but at the appropriate Parallel Sysplex License Charge (PSLC).

### 5. Discontinuance of Operating System During the Testing Period

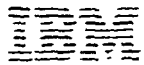
If you discontinue the OS/390 operating system during the OS/390 Application Implementation Period, then the standard GMLC charges for VM and/or VSE and associated Programs will resume on the discontinuance date.

### 6. Combination with Other Offerings

This offering cannot be combined with volume discounts or special bids, Extended Test Offering, or Higher Education Software Consortium (HESC) discounts or used in conjunction with the OS/390 Implementation for VM and VSE Offering, Educational Allowance (EA), Annual Billing Agreement (ABA), or Attachment for Enterprise Administered System/390 Software (EAS).

#### CMOS Processor

Machine Type	Serial Number	Model
2003	6YGYM	206



# Installment Payment Master Agreement

## State and Local Government

Thank you for doing business with us. We are committed to providing you with the highest quality financial offerings. If, at any time, you have any questions or problems, please let us know.

This Installment Payment Master Agreement (called the "Agreement") covers the terms and conditions under which we finance various charges.

This Agreement has four parts:

- Part 1 - Definitions;
- Part 2 - Our Offerings;
- Part 3 - Payment; and
- Part 4 - General.

The specific amount financed, the interest rate charged, and the period over which the amount is financed are together referred to as an Installment Payment Transaction (called the "Transaction"). Each Transaction is listed as a separate line item on a Supplement to this Agreement. A Supplement may contain additional terms for its Transactions. You agree to those terms by signing the Supplement. Each Transaction is contingent upon a review of your credit by us.

This Agreement and its applicable Supplements are the complete agreement regarding the Transactions and replace any prior oral or written communications between both parties.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:  
FORT BEND COUNTY

By   
Authorized Signature

Name (type or print): James S Adolphus

Date: 1-5-99

Customer number: 3454114

Customer Address:  
500 LIBERTY ST RM 212  
RICHMOND , TX 77489-3500

Agreed to:  
International Business Machines Corporation  
Armonk, New York 10504

By \_\_\_\_\_  
Authorized Signature

Name (type or print):

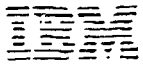
Date:

Agreement number: ID00003

IBM Office number: YQ4

IBM Office address:  
1605 LBJ FREEWAY  
DALLAS , TX 75234-6094





# Installment Payment Master Agreement

## Part 1 - Definitions

## State and Local Government

### 1.1 Definitions

**Addition** is any Machine or Program associated with a Machine previously financed under this Agreement.

**Customer-set-up Machine** is an IBM Machine that you set up according to IBM instructions.

**Date of Installation** is the following:

1. for a Machine -
  - a. the business day after the day we install it or, if you defer installation, make it available to you for installation; or
  - b. the second business day after the end of the standard transit allowance period for a Customer-set-up Machine or a non-IBM Machine.
2. for a Program, the latest of -
  - a. the day after its testing period ends;
  - b. 10 days after we ship it; or
  - c. the day you are authorized to make an Additional License Copy or a copy of a Distributed Feature.

**Machine** is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. We use the terms "IBM Machine" and "non-IBM Machine" if applicable.

**Modification** is any IBM field installable upgrade, feature or accessory added to any Machine.

**Planning Date** is the date stated in the Supplement that financing for each Transaction is scheduled to begin. For a Machine, it is the estimated date the Machine will be put into service. For a Program, it is the estimated Date of Installation. For all other financed charges, it is the date you choose for the financing to begin.

**Product** is a Machine or a Program.

**Program** is all the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related materials, including documentation and listings, in any form.

**Service** is assistance or use of a resource (such as a network).

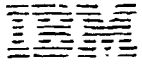
**Term** is the number of payment periods stated in the Supplement. The Term of a Transaction begins on the date interest starts. It ends on the last day of the last payment period. If you prepay a Transaction, its Term ends when you complete the prepayment.

**You and Your** refer to you, the Customer. You must be a State or a Political Subdivision as defined by Section 103(a) of the Internal Revenue Code of 1988, as amended, and any Regulations and Rulings that affect that section.

**We, Us and Our** refer to:

1. International Business Machines Corporation (IBM), its subsidiaries and affiliates;
2. a partnership in which IBM is a partner; or
3. a business enterprise for which IBM is an agent.

IBM will remain as the active manager for all matters under this Agreement.



# Installment Payment Master Agreement

## Part 2 - Our Offerings

## State and Local Government

### 2.1 Machines

We finance charges for Machines you purchase from us. For a Machine we finance, you agree to:

1. keep the Machine free from encumbrances of any kind, except those established by us under this Agreement, or by you with our prior written consent;
2. promptly pay all taxes, interest, and other charges associated with the Machine, excluding taxes based on our net income; and
3. keep the Machine in good operating condition.

### 2.2 Modifications and Additions

We finance charges for Modifications and Additions you purchase from us. For Modifications and Additions we finance, you agree to:

1. ensure that the Machine with which the Modifications and Additions will be associated is free from encumbrances of any kind, except those established by us under this Agreement; and
2. keep modified Machines and Additions to them in accordance with the requirements of Section 2.1.

We may offer to refinance a Machine when we finance a Modification to it. Changes to the Annual Interest Rate, Payment Amount, and Term will then be specified in a new Supplement.

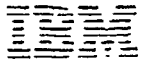
### 2.3 Other Charges

We finance one-time charges for IBM Programs and Services. Your obligation to make payments is not affected by the termination of any Service or license for a Program, unless such termination occurs before the date interest starts.

We may agree to finance other one-time charges associated with the installation of IBM Products.

### 2.4 Discounts, Allowances and Adjustments

The purchase price or one-time charge we finance is the same amount that you would have paid us after all discounts and adjustments. If this amount changes after you sign the Supplement and before the date interest starts, we will adjust the Supplement accordingly and notify you.



# Installment Payment Master Agreement

## Part 3 - Payment

## State and Local Government

### 3.1 Your Obligation to Pay

You will pay all amounts specified in the Supplement. Payments will be made through the IBM Branch Office unless we notify you otherwise.

Your obligation to pay will continue regardless of any dispute you may have with respect to the financed Products or Services.

You agree to periodically request the appropriation of funds to pay all Payment Amounts specified in the Supplement. If the funds you request for any future fiscal year are not appropriated, you will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If this happens, you agree to notify us in writing. Each affected Transaction will end after the last funded fiscal year and you will not be in default. You may retain the Machines for a reasonable period of time and at a monthly charge which we will determine. We will then remove the Machines from your premises and retain all sums paid as partial payment for their use and depreciation.

### 3.2 Interest Commencement

Unless otherwise specified in the Supplement, interest starts on:

1. the first day of the month following the Date of Installation for Products and Services you obtain from us; or
2. the first day of the month specified in the Supplement for all other charges.

### 3.3 Invoicing

Payment Amounts for monthly payment periods are invoiced as of the first day of each calendar month and are due on the first day of the following month.

Payment Amounts for all other payment periods (for example, annual) are invoiced 30 calendar days before the end of their payment period and are due on the day following the close of the respective payment period.

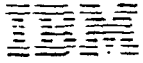
### 3.4 Rate Protection

The Supplement states a Planning Date for each Transaction, and one Quote Validity Date for all Transaction rates on the Supplement. These rates are not subject to change provided that:

1. the Supplement is signed and returned to us by the Quote Validity Date; and
2. the Product is installed within the same calendar month as its Planning Date.

### 3.5 Prepayment

We will not charge any loan origination fees. If you decide to prepay a Transaction, you agree to pay us a prepayment fee for our unrecovered administrative expense and changes in funding costs. The Supplement describes how the prepayment fee is determined. You may prepay any Transaction by paying all outstanding amounts due plus the remaining principal balance and any prepayment fee. If you prepay a Transaction for a Machine, you must also prepay any Transaction for related non-IBM charges.



# Installment Payment Master Agreement

## Part 4 - General

## State and Local Government

### 4.1 Events of Default

You will be in default if:

1. you do not pay any amount within seven days after its due date;
2. you fail to maintain insurance as required under this Agreement;
3. you make any misrepresentation in a credit application you give us;
4. you make an assignment for the benefit of creditors, or you consent to the appointment of a trustee or receiver, or either is appointed for you or for a substantial part of your property without your consent;
5. any petition or proceeding is filed by or against you under any bankruptcy, insolvency, or similar law; or
6. you breach any other provision of this Agreement and that breach continues for fifteen days after you receive written notice from us.

### 4.2 Remedies

If you are in default, we may do one or more of the following:

1. declare the Transaction and all associated Transactions to be in default;
2. recover from you all amounts that are or will be due;
3. repossess or render unusable any or all Machines, Modifications, or Additions without demand, notice, court order, or other process, and retain all payments made as partial compensation for their use and depreciation;
4. require you, at your expense, to assemble and ship any Machine, Modification, or Addition to a location we specify; and
5. recover from you reasonable attorney's fees and legal expenses incurred in exercising any of our rights under this Agreement.

If we repossess a Modification, it is your responsibility to restore the remaining Machine to good working order. We have no liability for costs or damages caused by the removal of such Modification or by your failure to fulfill your responsibilities.

Upon repossession or return of a Machine, Modification, or Addition, we will dispose of it in a commercially reasonable manner. After deducting our expenses for the repossession and disposition, we will apply the net proceeds toward the amounts due. You will pay us any deficiency between the net proceeds and the unpaid amounts due. We will pay to you any excess net proceeds.

We may pursue any other remedy available at law or in equity.

### 4.3 Security Interest

We reserve a purchase money security interest in each Machine we finance, its substitutions, replacements, accessions, Modifications, Additions and any associated proceeds until we receive all amounts due. You will cooperate with us to perfect our security interest.

You authorize us to act as your agent and attorney-in-fact for the limited purpose of preparing, executing in your name, and filing on your behalf, financing statements or other documents covering Machines, Modifications, and Additions financed by us.

Each Machine must be kept at the location specified in this Agreement, where we may inspect it at any reasonable time. Each Machine will remain personal property, and will not become a fixture to real property. Until your financial obligation on a Transaction is satisfied, you may not modify or otherwise dispose of the Machine, Modification, or Addition, in whole or in part, without our prior written consent.

#### 4.4 Insurance

You will maintain insurance covering loss, theft, conversion, damage, and destruction (called a "Loss") for any Machine, Modification, or Addition that we finance under this Agreement. You will endorse the policy naming us and our assigns as Loss Payee. Upon our request, you will provide us with proof of such insurance.

If a Machine, Modification or Addition suffers a Loss before we receive all payments, you will promptly notify us. Upon our request, you will pay us the prepayment amount as of the date of the occurrence. You agree to prepay all related non-IBM charges at the same time. We will credit you with any insurance payments that are in excess of the prepayment amount. Your obligation to pay us will continue until we are paid in full.

#### 4.5 Assignment and Relocation

You may not assign this Agreement or your rights under it, or delegate your obligations. Any attempt to do so is void. You may not sell, transfer, modify, relocate, or otherwise dispose of any Machine, Modification, or Addition, in whole or in part, without our prior written consent. We will not consent to the relocation of any Machine, Modification, or Addition out of the United States.

We may assign any of our interests in whole or in part. Even when we assign our rights, we remain fully obligated to you and only your written consent can release us from this obligation. Therefore, any claims you have under this Agreement may be brought only against us, not our assignees.

#### 4.6 General

If any provision of this Agreement becomes invalid or unenforceable, all other provisions remain in effect. Our failure to require full performance or our waiver of any provision in this Agreement does not prevent us from requiring full performance of all provisions in the future.

##### Notices

All notices under this Agreement will be delivered in person or mailed, to you at your address or to us at the IBM Branch Office shown in the Supplement.

##### Changes to the Agreement Terms

In order to maintain flexibility in our financial offerings, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new Transactions.

For any other change to be valid, both parties must sign it. Additional or different terms in any written communication from you are void.

##### Agreement Termination

This Agreement may be terminated by either party with one month's written notice. However, each Transaction existing on the effective date of that termination will survive until all its related obligations are fully satisfied.

##### Electronic Communications

Electronic communications, if used, are the equivalent of written and signed documents. When both parties agree to use electronic invoicing and payment options, you may authorize us to initiate direct payment from your deposit account for the items listed on any Supplement and for any related taxes.

##### Conflicting Terms

If there is conflict between terms, those of a Supplement prevail over those of this Agreement for the Transactions listed on the Supplement.

##### Governing Law

The laws of your State govern this Agreement.