



**FORT BEND COUNTY, TEXAS  
 TAX EXEMPT LEASE PURCHASE SCHEDULE NO. 810-9007688-001  
 TO MASTER LEASE AGREEMENT NO. 1602245912-58762  
 APPENDIX F CONTRACT # DIR-TSO-4299**

THIS SCHEDULE, ENTERED INTO BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") and FORT BEND COUNTY, TEXAS ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO. 1602245912-58762 ("MLA" or "Agreement") BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND THE STATE OF TEXAS ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES ("DIR") UNDER APPENDIX F OF CONTRACT # DIR-TSO-4299 BETWEEN THE DIR AND EMC CORPORATION DATED December 17, 2018.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the MLA, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the MLA.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: UNIQUE DIGITAL TECHNOLOGY, INC., 10595 West Office Dr, Houston, TX 77042

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit A	See Exhibit A	TBD	48	TBD

Rent is payable:  in advance;  in arrears [specify]

Payment Period:  Monthly  Quarterly  Annually  Other (specify \_\_\_\_\_)

\* Lessee is responsible for applicable taxes, shipping and other amounts as described in the MLA and, with the first payment of Rent, any prorated Rent, if applicable. Such amounts are further described in Exhibit "A".

\*\* The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the MLA. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

**LEASE PURCHASE PROVISIONS**

The following provisions shall apply with respect to this Schedule in addition to those provisions in the MLA:

**1. SECTION 5. RENT PAYMENTS.**

Insert as a new last sentence to this Section the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number/ Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price"</u>
	\$			\$

**2. SECTION 12. OWNERSHIP.**

Insert at the end of this paragraph the following:

"Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the MLA; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

### 3. SECTION 20. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (h) through (r) as follows:

"(h) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(i) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this MLA, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(j) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(k) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(l) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(m) No fund or account which secures or otherwise relates to the Rent has been established;

(n) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(o) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(p) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(q) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(r) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

**TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 17 OF THE MLA, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 20 OF THE MLA AS SUPPLEMENTED HEREIN.**

### 4. SECTION 30. MISCELLANEOUS.

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original, but all counterparts shall together constitute one and the same instrument. To the extent this Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document."

**5. PURCHASE OPTION.**

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

**6. COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the Commencement Date and the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the MLA, this Schedule and the attached Exhibits "A" and "B".

**FORT BEND COUNTY, TEXAS**  
(Lessee)

By: \_\_\_\_\_

(Authorized Signature)

*KP George*  
KP George, County Judge

(Name/Title) 9-24-2019

(Date)

**DELL FINANCIAL SERVICES L.L.C.**  
(Lessor)

By: \_\_\_\_\_

*K. Vlodica*  
Kiri Vlodica, Vice President

REVIEWED  
By: \_\_\_\_\_ Date: \_\_\_\_\_

(Date)

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No. 810-9007688-001 dated \_\_\_\_\_ between Dell Financial Services L.L.C. ("Lessor") and CUSTOMER NAME ("Lessee") under Master Lease Agreement No. 1602245912-58762 between Dell Financial Services L.L.C and the State of Texas acting by and through the Department of Information Resources ("DIR") under Appendix F of contract # DIR-TSO-4299 dated December 17, 2018 (collectively, the "Lease").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above-mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: 9-24, 2019

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE: FORT BEND COUNTY, TEXAS


BY:   
NAME: KP George  
TITLE: County Judge

EXHIBIT A



Quote

Date	Quote #
4-Jun-19	F8County_060419_Isilon_PROD_DR

**Bill To:** Fort Bend County  
**Ship To:** Fort Bend County  
**Sales Rep:** Carrie Drake  
 10595 Westoffice Drive  
 Houston, TX 77042  
 (713) 777-0447

DIR-TSO-4299


Item SKU	Description	Qty	UOM	Total List Price (USD)	Customer Discounted Unit Price (USD)	Customer Discounted Total Price (USD)
Isilon Gen. 5 H500 - PROD						
ICH-NORM	BASE CHASSIS - NORMAL	1	EA	\$4,228.00	\$1,606.64	\$1,606.64
800-0078	PWCRD KIT FOR GEN5 NORMAL CHASSIS	2	EA	\$46.51	\$6.84	\$17.68
IFEIO-10GBE	2X10GBE (SFP+) W/O OPTICS	4	EA	\$3,069.40	\$291.59	\$1,166.36
IH500-4T-1.6T	H500-2.2GHZ/10C/128G+15X4TB SAT/1.6TB	4	EA	\$123,677.55	\$11,749.36	\$46,897.52
IBEIO-40GBE	2X40GBE (QSFP+) BACK END W/O OPTICS	4	EA	\$3,950.99	\$375.34	\$1,501.36
851-0296	1KANCEIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6	4	EA	\$748.14	\$71.07	\$284.28
851-0316	B/E SWITCH 40GBE 32P QSFP28 Z9100 W/O S	2	EA	\$46,687.76	\$8,866.87	\$17,733.74
851-0254	CABLE, ETHERNET, 40G, PASS, HALFRED, 3M	8	EA	\$2,607.26	\$123.84	\$990.72
M-PSM-HW-I-002	PROSUPPORT W/MISSION CRITICAL-HARDWARE - 3 YEARS	1	EA	\$85,373.84	\$24,842.06	\$24,842.06
458-001-863	ONEFS PRODUCT	1	EA	\$0.00	\$0.00	\$0.00
456-111-840	ONEFS CAPACITY LICENSE TIER 3 =CB	240	EA	\$114,931.29	\$181.97	\$43,672.80
456-111-836	ONEFS BASE LICENSE TIER 3=ID	4	EA	\$79,262.40	\$7,529.93	\$30,119.72
458-001-969	HDFS FOR ONEFS (\$0.00)	4	EA	\$0.00	\$0.00	\$0.00
458-001-867	ENTERPRISE BUNDLE CAPACITY T3 PER TB=CB	240	EA	\$11,646.72	\$18.44	\$4,425.60
458-001-866	ENTERPRISE BUNDLE TIER 3=ID	4	EA	\$12,115.82	\$1,151.00	\$4,604.00
458-001-944	SYNCIQ	1	EA	\$0.00	\$0.00	\$0.00
456-112-022	SYNCIQ BASE LICENSE TIER 3=ID	4	EA	\$6,741.35	\$640.43	\$2,561.72
456-112-026	SYNCIQ CAPACITY LICENSE TIER 3 =CB	240	EA	\$6,551.29	\$10.37	\$2,488.80
M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 3YEARS	1	EA	\$89,919.36	\$34,169.36	\$34,169.36
CE-VALPAKISIL	ISILON TRAINING VALUEPAK	1	EA	\$5,000.00	\$1,900.00	\$1,900.00
IGLS-NB8-3YR	SEL IGLS STARTER SUITE 8 NODE BUNDLE 3Y	1	EA	\$38,318.46	\$17,547.75	\$17,547.75
EYEGLASS-B4-2	SEL 4 HOUR BLOCK DR PLAN HOURS	1	EA	\$2,353.00	\$894.14	\$894.14
				\$617,209.23		\$237,524.25
Isilon Gen. 6 A2000 - DR						
ICH-DEEP	BASE CHASSIS - DEEP	1	EA	\$4,312.93	\$1,638.91	\$1,638.91
800-0077	PWCRD KIT FOR GEN6 DEEP CHASSIS	2	EA	\$44.48	\$8.45	\$16.90
IFEIO-10GBE-B	2X10GBE (SFP+) L/M W/O OPTICS	4	EA	\$801.81	\$85.67	\$342.68
IA2000-10T-400G	A2000-2.2GHZ/2C/16G+20X10TB SAT/400GB	4	EA	\$140,031.59	\$13,303.00	\$53,212.00
IBEIO-10GBE	2X10GBE (SFP+) BACK END W/O OPTICS	4	EA	\$3,077.48	\$292.36	\$1,169.44
851-0296	TRANSCEIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6	4	EA	\$748.14	\$71.07	\$284.28
851-0317	B/E SWITCH 10GBE 48P SFP+ S4148 W/O S	2	EA	\$33,828.06	\$6,427.33	\$12,854.66
851-0263	CABLE ETHERNET 10G PASS SFP+ 3M	8	EA	\$1,221.29	\$58.01	\$464.08
M-PSM-HW-I-002	PROSUPPORT W/MISSION CRITICAL-HARDWARE - 3 YEARS	1	EA	\$65,575.08	\$24,918.53	\$24,918.53
458-001-863	ONEFS PRODUCT	1	EA	\$0.00	\$0.00	\$0.00
456-111-837	ONEFS BASE LICENSE TIER 4=ID	4	EA	\$33,026.01	\$3,137.47	\$12,549.88
456-111-841	ONEFS CAPACITY LICENSE TIER 4 =CB	800	EA	\$73,980.94	\$35.14	\$28,112.00
458-001-969	HDFS FOR ONEFS (\$0.00)	4	EA	\$0.00	\$0.00	\$0.00
458-001-963	ENTERPRISE BUNDLE CAPACITY T4 PER TB=CB	800	EA	\$36,356.00	\$17.29	\$13,832.00
458-001-962	ENTERPRISE BUNDLE TIER 4=ID	4	EA	\$8,662.25	\$822.91	\$3,291.64
458-001-944	SYNCIQ	1	EA	\$0.00	\$0.00	\$0.00
456-112-023	SYNCIQ BASE LICENSE TIER 4=ID	4	EA	\$4,820.45	\$457.94	\$1,831.76
456-112-027	SYNCIQ CAPACITY LICENSE TIER 4 =CB	800	EA	\$20,220.00	\$9.60	\$7,680.00
M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 3 YEARS	1	EA	\$76,375.80	\$29,022.80	\$29,022.80

\$503,222.31

\$191,221.56

PROFESSIONAL SERVICES			
DBMI-MCD-020	SEL MIGRATE NAS-TO-ISILON INITIAL 50	1	\$30,609.03
DBMI-MCD-021	SEL MIGRATE NAS-TO-ISILON ADDL 10	2	\$9,380.47
UDI-PS-ISL-GEN6	Unique Digital Installation & Configuration of Isilon Gen 6 Chassis	2	\$12,000.00
			\$51,989.50

Configuration Total	\$480,735.31
Tax	Exempt
Shipping	Included
Total Price	\$480,735.31



K.P. George, County Judge 9/24/19

SIGNATURE

\*\* Leasing Options Available

\*\* Restocking Fees May Apply if Purchase Order Cancelled

\*\* 4% Credit Card Fee Applicable

\*\* Terms: Net 30



## Quote

Date	Quote #
12-Jun-19	FBCounty_061219_VxRail_PROD_EXP

Bill To: Fort Bend County  
 Ship To: Fort Bend County

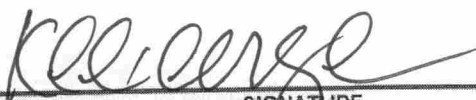
Account Executive  
 Carrie Drake  
 10595 Westoffice Drive  
 Houston, TX 77042  
 (713) 777-0447

DIR-TSO-4299

Item SKU	Description	Qty	UOM	Unit List Price (USD)	Total List Price (USD)
VxRail 14G Upgrade SN's: DE300180602742, DE300180602741, DE300180602740, DE300180602739, DE300190422538, DE300190423250, DE300190422539.					
VXCAPSSD384TB1WPDU	VXRAIL 14G CAPACITY SAS SSD 3.84TB1WPD U	14	EA	\$9,808.79	\$137,295.00
M-PSP-HW-J-001	PROSUPPORT PLUS HARDWARE SUPPORT	7	EA	\$0.00	\$0.00
<b>Subtotal</b>					<b>\$137,295.00</b>

PROFESSIONAL SERVICES					
UDI-PS-VxRAIL	Unique Digital Professional Services for installation VxRail drives	1		\$750.00	\$750.00
<b>Services Sub-total</b>					<b>\$750.00</b>

Configuration Total	\$138,045.00
DISCOUNT	-\$69,020.00
Shipping	Will Invoice
Tax	Will Invoice
<b>Total Price</b>	<b>\$69,025.00</b>

  
 KP George, County Judge, 9/24/2019

- \*\* Leasing Options Available
- \*\* Restocking Fees May Apply if Purchase Order Cancelled
- \*\* 4% Credit Card Fee Applicable
- \*\* Terms: Net 30



# Quote

Date	Quote #
11-Jun-19	FBCounty_061119_VxRail_Sheriff'sOffice

**Bill To:**  
 Fort Bend County

**Ship To:**  
 Fort Bend County

**Account Executive**  
 Carrie Drake  
 10595 Westoffice Drive  
 Houston, TX 77042  
 (713) 777-0447

Item SKU	Description	Qty	UOM	Unit List Price (USD)	Total List Price (USD)
210-APXS	<b>VxRail P570F -Sheriff's Office</b> VxRail P570F, All Flash P570F Branding Module,Information,Electro Mechanical Compatible,PSNT PowerEdge R740/R740XD Motherboard Trusted Platform Module 1.2 Chassis with up to 24 x 2.5 Hard Drives including max of 4 NVMe Drives, 2CPU configuration  Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s , 16.5M Cache, Turbo, HT (105W) DDR4-2400  Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s , 16.5M Cache, Turbo, HT (105W) DDR4-2400 Riser Config 6, 5 x8, 3 x16 slots for P/V570 2 x Standard 1U Heatsink 2666MT/s RDIMMs BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FII HClA RecoverPoint for VMWare for 1 node iDRAC9,Enterprise iDRAC Group Manager, Disabled iDRAC, Legacy Password,OEM DHCP with Zero Touch Configuration Broadcom 57414 Dual Port 10/25GbE SFP28, rNDC VxRail Small Form Factor Pluggable Cable Kit Redundant SD Cards Enabled 2 x 64GB microSDHC/SDXC Card 6 Standard Fans for R740/R740XD Dual, Hot-plug, Redundant Power Supply (1+1), 1600W, 250 Volt Power Cord Required for Use VxRail P/V/S 570 Bezel  Parts Only Warranty 12 MONTHS 3 Years, ProSupport Plus With Mission Critical, Software Support Prosupport Plus 4H Mission Critical VSAN HYBRID Enterprise Initial, 12 Month(s) Prosupport Plus 4H Mission Critical VSAN HYBRID Enterprise Extension, 24 Month(s) 12 x 16GB RDIMM, 2666MT/s, Dual Rank	4	EA	\$152,704.55	\$610,818.20

10 x 3.84TB SSD SATA Read Intensive 6Gbps  
 512 2.5in Hot-plug AG Drive, 1 DWPD, 7008  
 TBW  
 10 x VXRAIL SOFTWARE.SATA.SSD,3.84TB  
 2 x Dell 1.6TB, NVMe, Mixed Use Express Flash,  
 2.5 SFF Drive, U.2, PM1725b with Carrier

2 x VxRail Hyper Converged OS. Gold, vSAN  
 Enterprise  
 2 x VxRail VMware, vSAN Enterprise, 3 Years  
 2 x ProSupport Plus Mission Critical, vSphere  
 Enterprise Plus, 1 Processor, 3 Years  
 2 x HCIA NP VSPH E+ 6.x 1CPU w/ 3Yr  
 Maint=IG  
 2 x C13 to C14, PDU Style, 12 AMP, 6.5 Feet  
 (2m) Power Cord, North America  
 1 TRAINING CREDIT VALID 1YR (HCI)

CE-HCITC0001		3 EA	\$1,000.00	\$3,000.00
<b>Subtotal</b>				<b>\$613,818.20</b>

**Dell Networking**

Dell EMC S5224F-ON Switch, 24x25GbE SFP28,  
 4x100GbE QSFP28, PSU to IO, 2xPSU, OS10

OS10 Enterprise, S5224F-ON

Dell EMC S52XX-ON Series User Guide

Dell Hardware Limited Warranty 1 Year

ProSupport:Next Business Day Onsite Service  
 After Problem Diagnosis, 1 Year

ProSupport:Next Business Day Onsite Service  
 After Problem Diagnosis, 2 Years Extended

210-ASQN		2	EA	\$19,857.00	\$39,714.00
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ProSupport:7x24 HW/SW Technical Support and  
 Assistance, 3 Years

Dell Limited Hardware Warranty Extended  
 Year(s)

2 x Power Cord, 125V, 15A, 10 Feet, NEMA 5-  
 15/C13

Dell Networking, Transceiver, SFP+, 10GbE, SR,  
 850nm Wavelength, 300m Reach

Dell Networking Cable, 100GbE QSFP28 to  
 QSFP28, Passive Copper Direct Attach Cable,  
 0.5 Meter

4 x Dell Networking, Cable, SFP28 to SFP28,  
 25GbE, Passive Copper Twinax Direct Attach  
 Cable, 3 Meter


\$39,714.00

**PROFESSIONAL SERVICES**

UDI-PS-VxRAIL	Unique Digital Implementation of one VxRail E, P, S, or V series appliance cluster. Implementation of VxRail E, P, S, or V series Appliance cluster of up to 4 nodes; .	1		\$6,000.00	\$6,000.00
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**Services Sub-total** **\$6,000.00**

Configuration Total	\$659,532.20
DISCOUNT	-\$349,532.20
Shipping	Will Invoice
Tax	Will Invoice
Total Price	\$310,000.00


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 SIGNATURE  
 KP George, County Judge, 9-24-2019

\*\* Leasing Options Available

\*\* Restocking Fees May Apply if Purchase Order Cancelled

\*\* 4% Credit Card Fee Applicable

\*\* Terms: Net 30

**Secretary/Clerk Certificate Instructions**

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



**SECRETARY/CLERK CERTIFICATE**

I, Laura Richard do hereby certify that:

(i) I am the duly elected, qualified, and acting County (Clerk, Secretary, etc.) of FORT BEND COUNTY, TEXAS, a TX public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
<u>KP George</u>	<u>County Judge</u>	<u>KP George</u>

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 1602245912-53384 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called regular (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the 24 day of September by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

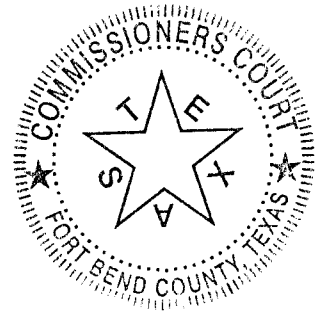
(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from October 1 to September 30.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.  
IN WITNESS WHEREOF:

By: *Laura Richard*  
Name: Laura Richard  
Title: County Clerk  
(Clerk or Secretary)  
Date: 9-24-2019



Subscribed to and sworn before me:

Notary Public: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_

My commission expires: \_\_\_\_\_



FORT BEND COUNTY, TEXAS  
Amortization Schedule  
Schedule 810-9007688-001  
Exhibit B

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	859,760.31					
DLED*	(52,875.26)				806,885.05	
1	806,885.05	214,940.08	-	214,940.08	591,944.97	617,737.78
2	591,944.97	214,940.08	26,063.40	188,876.68	403,068.30	428,861.11
3	403,068.30	214,940.08	17,747.14	197,192.94	205,875.36	231,668.17
4	205,875.36	214,940.08	9,064.71	205,875.36	(0.00)	-

\* DFS Lease Equipment Discount

# Billing and Schedule Information

Welcome to Dell Financial Services. We look forward to working with you and your team to form a long lasting relationship. To ensure we set your account up properly in our systems we need the information below. Please work with your Accounts Payable team to complete this form. If you have any questions contact your DFS Sales Representative. Please return this form to your DFS Sales Representative or [DFS\\_Customer\\_Setup@Dell.com](mailto:DFS_Customer_Setup@Dell.com). Thank you!

## I. PREPARING YOUR A/P SYSTEM TO REMIT PAYMENTS TO DFS:

Below is information commonly requested by our customers to assist in setting up their system to successfully remit payment to DFS. If you require additional information please contact your DFS Sales Representative.

<p><b>***ACH Instructions***</b>  <b>JPMorgan Chase Bank, N.A.</b>  <b>1 Chase Manhattan Plaza</b>  <b>New York, NY 10081</b></p>	<p>DFS Accounts Only                  ABA # 021000021                  Account # 432217011                  Must include contract &amp; schedule number or invoice number                  CTX+ format should be first choice if it is an option                  Email remittance to <a href="mailto:USDFSCASHPAYMENTS@dell.com">USDFSCASHPAYMENTS@dell.com</a></p>
<p><b>Wire Transfer Instructions</b>  <b>JPMorgan Chase Bank, N.A.</b>  <b>1 Chase Manhattan Plaza</b>  <b>New York, NY 10081</b></p>	<p>DFS Accounts Only                  ABA # 021000021                  Account # 432217011                  Must include contract &amp; schedule number or invoice number                  Email remittance to <a href="mailto:USDFSCASHPAYMENTS@dell.com">USDFSCASHPAYMENTS@dell.com</a>                  JPM Swift Code for international wires only: CHASUS33</p>
<p><b>Payee information:</b>  <b>Dell Financial Services L.L.C. Payment Processing</b>  <b>Center</b>  <b>Federal Tax ID# 74-2825828</b></p>	<p>PO Box 6549                  Carol Stream, IL 60197-6549</p>

## II. YOUR COMPANY INFORMATION:

Company Name: FORT BEND COUNTY, TEXAS

Physical Address (primary location): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

## III. SCHEDULES:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate):

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Would you prefer to sign your documents electronically via Echosign?  Yes  No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?\*

Cost Center  Equipment Type  Equipment Location  PO Number

\*Invoices will follow the format of the Schedule and include a breakout of the items above if requested

**IV. Purchase Orders**

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how PO will be issued:

Do you utilize blanket PO's?  Yes  No

Is PO Fulfillment required for Scheduling?  Yes  No

DFS will consolidate shipped orders and place on a Schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales Representative.

Is board approval necessary?  Yes  No If yes, when are meetings held? \_\_\_\_\_

Fiscal Year is from \_\_\_\_\_ to \_\_\_\_\_

**V. INVOICING/BILLING: (if multiple locations please include all as an attachment)**

Accounts Payable Contact Name: \_\_\_\_\_

Is the billing address the same as primary location above?  Yes \*\*  No

\*\*if yes, please skip and proceed to invoice preference

AP Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Attention: \_\_\_\_\_

Email Address: \_\_\_\_\_ AP Direct Telephone Number: \_\_\_\_\_

Email Address for PDF or Electronic Invoices (if different than AP contact): \_\_\_\_\_

**VI. INVOICE PREFERENCES: (Choose 1 from each category)**

Invoice Options:	<input type="checkbox"/> <b>Contract Level</b> (one invoice per contract)	<input type="checkbox"/> <b>Consolidated</b> (one invoice for all contracts that have the same invoice due date)
Invoice Format:	<input type="checkbox"/> <b>Detail</b> (with asset level detail)	<input type="checkbox"/> <b>Summary</b>
Delivery Format:	<input type="checkbox"/> <b>Paper</b> (US Mail)	<input type="checkbox"/> <b>PDF</b> A paper copy will not be mailed.
	<input type="checkbox"/> <b>Electronic CSV</b> (to convert to Excel)	<input type="checkbox"/> <b>3rd Party Invoicing Tool (Ariba, SAP)</b> Enter tool name: _____

Do you need separate invoices for Miscellaneous Billings?  Yes  No

Do you require a PO # on invoice to process payment?  Yes  No

Typical processing time for invoices is 30 days. If you require more than 30 days please contact your DFS Sales Representative.

**VI. TAX & FEES**

Where required, Sales/Use Tax will be assessed and invoiced. Is your company/entity tax exempt?  Yes  No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (Contracts)?  Yes  No

Personal Property Tax (PPT)  Rebilled Annually  Monthly Property Management Fee

California Environmental Fee Do you intend to finance the California Environmental Fee, if applicable?  Yes  No

Do you intend to finance shipping by adding shipping costs for the products to your schedule?  Yes  No

## VII. ADDITIONAL TAX INFORMATION

**Tax Exemption:** If your company/entity holds an exemption or direct pay certificate, please ATTACH a copy of the certificate to this document. PLEASE NOTE: If tax exempt, a valid Tax Exemption Certificate or Direct Pay Certificate must be provided for each state in which the products are located.

Tax Exempt Certificate Requirements:

- Made out to Dell Financial Services
- Signed by an authorized employee/owner
- Coincide with the date the schedule is signed
- Have a description of the items; computer hardware/software is generally a sufficient description

The following are not acceptable forms of exemption certificates:

- IRS letter declaring the company as non-profit (501-C) entity\*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State Registration Certificates

\* Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

**Personal Property Tax:** Tangible business personal property is taxable in most states. In general the definition of tangible property is: Personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate you taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. If you have any questions or need to provide additional information please contact your DFS Sales Representative. Thank you for choosing Dell Financial Services.

**SAMPLE VALIDITY OPINION LETTER  
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: **DELL FINANCIAL SERVICES L.L.C.**  
**ONE DELL WAY**  
**Round Rock, TX 78682**

Ladies and Gentlemen:

We are counsel to FORT BEND COUNTY, TEXAS (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. 1602245912-53384, dated as of July 23, 2019, and the Lease Schedule No. 810-9007688-001 to Master Lease Agreement No thereto, dated as of July 23, 2019 (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of \_\_\_\_\_ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by \_\_\_\_\_\*, \_\_\_\_\_ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of \_\_\_\_\_;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

**\*Authorized Signatory of Lessee under the Agreement.**

Reference: 810-9007688-001  
Validity Opinion Letter - Public

**Page 1 of 1**