

Schedule No. 3

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	July 15, 2020

This Schedule 3 is entered into pursuant to the MLA between Lessor and Lessee.

- Interpretation. The terms and conditions of the MLA are incorporated herein.
- Equipment Description. The Equipment subject to this Schedule is described in Exhibit 1, attached hereto.
- Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment due dates are not defined, they shall be defined as the first day of each annual period in the table below.
- Expiration. Lessor, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by Lessor at its place of business by July 15, 2020.
- Equipment Cost. The total acquisition cost of the Equipment is \$5,301,729.00.
- Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit 2, hereto.
- Purchase Option Provisions. Lessee shall have the option to purchase Lessor's entire interest in all of the Equipment subject to a Schedule and to terminate any restrictions herein on the Equipment under such Schedule on the last day of the Lease Term for a Schedule, if the Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Equipment at least sixty (60) days prior to the last day of the Lease Term for applicable Schedule. In addition, Lease Payments payable under this Schedule shall be subject to prepayment as noted in the payment table.
- Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
- Effective Interest Rate to Lessee. 0.00%.

Payment No.	Due Date	Payment Made by Lessee	Outstanding Principal
1	11/1/2021	\$1,060,345.80	\$ 4,241,383.20
2	11/1/2022	\$1,060,345.80	\$ 3,181,037.40
3	11/1/2023	\$1,060,345.80	\$ 2,120,691.60
4	11/1/2024	\$1,060,345.80	\$ 1,060,345.80
5	11/1/2025	\$1,060,345.80	\$ 0.00

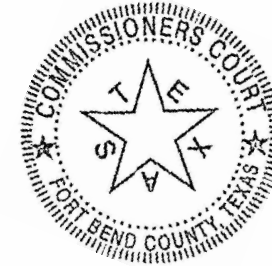
IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be executed in their names by their duly authorized representatives.

Lessor: NWN Corporation
By: <i>S. London</i>
Name: STEPHEN LONDON
Title: VP of SALES

Lessee: Fort Bend County
By: <i>KP George</i>
Name: KP GEORGE
Title: FORT BEND COUNTY JUDGE

Attest:
By: <i>Laura Richard</i>
Name: Laura Richard
Title: County Clerk

Auditor's Certificate
I hereby certify that funds in the amount of \$ <u>530,727</u> are available to pay the obligation of Fort Bend County within the foregoing Agreement.
By: <i>Robert E. Sturdivant</i>
Name: Robert E. Sturdivant
Title: County Auditor



THIS Rider dated July 15, 2020, which is entered into as of between Lessor and Lessee, is intended to modify and supplement the Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D – Master Lease Agreement between Lessor and Lessee, (the "MLA") and Schedule No. 3 to the MLA (the "Schedule"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the MLA.

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

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

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

Lessor: NWN Corporation	
By:	<i>S. Pham</i>
Name:	STEPHEN LONDON
Title:	VP OF SALES

Lessee: Fort Bend County	
By:	<i>K.P. George</i>
Name:	K.P. GEORGE
Title:	FORT BEND COUNTY JUDGE

EXHIBIT 1

Equipment Schedule

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	July 15, 2020

Equipment as described in NWN Corporation Quote # Q-04330 dated 6/30/2020, referred to and incorporated herein by this reference.

Exhibit 2

OPINION OF COUNSEL

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No. _____
Document Date:	July 15, 2020

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

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

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

Very truly yours,

BY:

Andrew Wink

TITLE:

Assistant County Attorney

DATE

7/15/20

Exhibit 3

NOTICE, ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

Date: July 15, 2020

Re: Schedule No. 3 dated July 15, 2020 (the "Schedule"), entered into pursuant to the Leasing Terms and Conditions set forth in Appendix D, of the Texas Department of Information Resources ("DIR") Contract Number DIR-TSO-4192 (the "Leasing Terms and Conditions") with NWN Corporation ("Assignor"), said Schedule being entered into by and between Assignor and Fort Bend County (the "Lessee") (said Schedule and the Leasing Terms and Conditions being collectively referred to as, the "Contract")

Ladies and Gentlemen:

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

Lessee is hereby directed, and by signature below, consents to such assignment and commencing July 15, 2020 (the "**Assignment Date**") agrees to pay directly to KGF at its address shown above, until KGF instructs Lessee otherwise in writing, all Lease Payments and other payments required to be paid by Lessee under the terms of the Contract (the "**Payments**").


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

1. As of the Assignment Date, the following Payments remain due under the Contract and Lessee agrees to pay all such Payments directly to KGF on their respective due dates: Five (5) annual payments of \$1,060,345.80 commencing on November 1, 2021.
2. The Payments are the firm and fixed payments due under the Contract and are not subject to any adjustment.
3. Subject to the continued legislative appropriation of funding to the Lessee to make payments under the Schedule, Lessee will pay directly to KGF all Payments without regard to, and shall not assert against KGF and hereby waives, any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate the Contract which Lessee may have against Assignor or any other person. Nothing herein shall be deemed to relieve Assignor of any of its obligations to Lessee under the Contract. The Contract represents the sole agreement between Assignor and Lessee respecting the leasing of the Equipment and the Payments due and to become due under the Contract.
5. The Contract is in full force and effect and Lessee will not modify or consent to any modification of the terms of the Contract without the prior written consent of KGF and any such modification shall be ineffective without KGF's prior written consent, which shall not be unreasonably withheld.
6. Neither Lessee nor, to Lessee's knowledge, Assignor, has breached the Contract in any respect and all Payments due under the Contract have been and will continue to be paid in strict accordance with the terms of the Contract.
7. All representations and duties of Assignor intended to induce Lessee to enter into the Contract, whether required by the Contract or otherwise, have been fulfilled.
8. Lessee acknowledges that KGF has not assumed, nor shall it be responsible for the performance of, any of the obligations of Assignor, or any other party under the terms of the Contract.
9. Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Contract, the Payments or the Product.
10. Lessee covenants to KGF and agrees that no sublease, assignment or transfer by Lessee shall be made without KGF's prior written consent and any such sublease, assignment or transfer shall not in any manner impair, diminish or relieve the Lessee of its primary obligations under the Contract, including its obligation to make all Payments directly to KGF, the terms of the Contract notwithstanding.
11. Lessee agrees that KGF is entitled to the benefits of each and every right accorded Assignor in the Contract.

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

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

NWN Corporation


By: 
Title: VP OF SALES
Date: 7/15/2020

Lessee Acknowledgment of and Consent to Assignment

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

ACKNOWLEDGED:

Fort Bend County

By: 
Title: FORT BEND COUNTY JUDGE
Date: 7/15/2020

CERTIFICATE OF ACCEPTANCE

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No. _____
Document Date:	July 15, 2020

This **Certificate of Acceptance** is pursuant to the MLA and Schedule No. 3, between Lessor and Lessee (the "Agreement").

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

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


Acceptance Date:
Lessee: Fort Bend County
By: 
Name: KP George
Title: County Judge

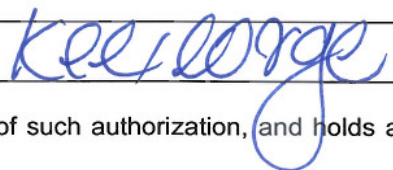
Exhibit 5

Incumbency Certificate

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No.
Document Date:	July 15, 2020

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

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

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or KP GEORGE	FORT BEND COUNTY JUDGE	

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

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

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

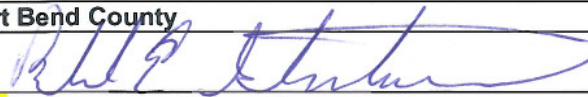
Fort Bend County
By: 
Title: County Auditor
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

Exhibit 6

Payment of Proceeds Instructions

Lessor:	NWN Corporation
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Fort Bend County
Order No.:	Order No. _____
Document Date:	July 15, 2020

Ladies and Gentlemen:

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

Name of Payee: The Bank of New York Mellon Trust Company, N.A.

By check _____

By wire transfer X _____

Fort Bend County



By: _____

Name: K P GEORGIE

Title: FORT BEND COUNTY JUDGE

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

Request for Certificate of Insurance

TO:

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

FROM:

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

Fort Bend County is in the process of financing Networking equipment/software/services with Key Government Finance, Inc. (\$5,301,729.00)

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

NOTE: Coverage is to include:

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

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

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



EVIDENCE OF PROPERTY INSURANCE

XKA7UJHM

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

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

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

PROPERTY INFORMATION

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

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

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


REMARKS (Including Special Conditions)

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

CANCELLATION

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

ADDITIONAL INTEREST

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

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

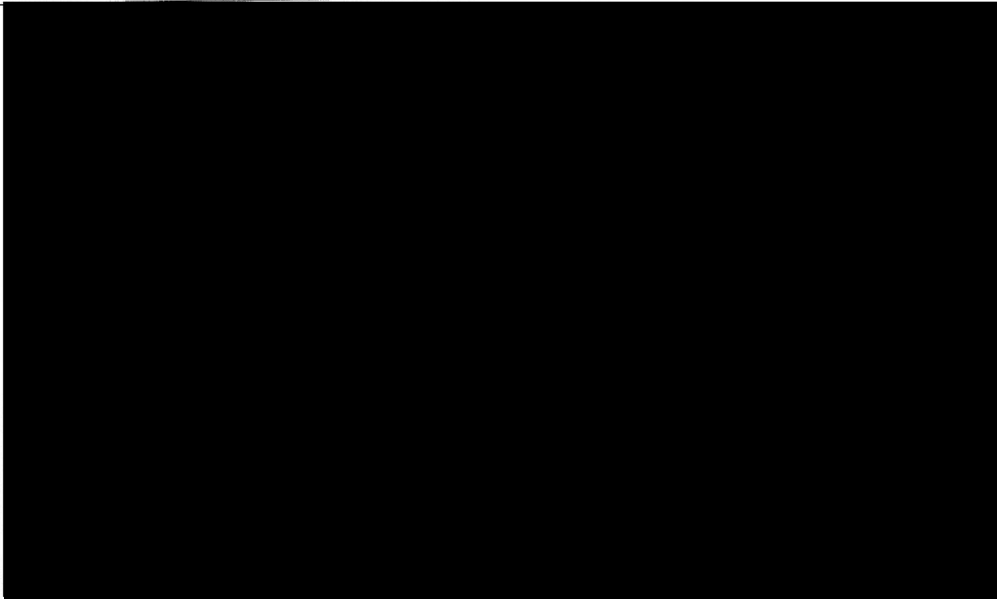
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PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Fort Bend County, Texas	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 03/30/2020	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____



ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of July 15, 2020 and entered into among Key Government Finance, Inc. ("KGF"), Fort Bend County ("Lessee") and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent").

RECITALS:

A. NWN Corporation, as Lessor, and Lessee are parties to Schedule No. 3, dated as of July 15, 2020 (the "Lease") in connection with Texas Department of Information Resources Contract No. DIR-TSO-4192, Appendix D ("MLA"), whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor has, effective as of July 15, 2020, sold, assigned and transferred all its right, title and interest in and to the Lease and all periodic payments and other sums due and to become due thereunder and the Property to KGF.

C. KGF and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

D. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. KGF, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among KGF, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "Fort Bend County Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and KGF in accordance with this Escrow Agreement, subject to KGF's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Lessee and KGF, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than KGF) or KGF. Lessee hereby grants to KGF a security interest in the Acquisition Fund to secure payment of all sums due to KGF under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for KGF in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, KGF's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$5,301,729.00. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee and approved by the KGF, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as lien

holder.

- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to KGF and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and KGF shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and KGF in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to KGF and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and KGF shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement, to the extent permitted by law.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from KGF of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to KGF for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement, to the extent permitted by law.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or KGF as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by KGF, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument

deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to KGF and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to KGF and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. KGF and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

(g) The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that KGF shall provide to the Escrow Agent an incumbency certificate listing officer with the authority to provide such Instructions ("Authorized Officers") and containing specimen signature of such Authorized Officer, which incumbency certificate shall be amended by KGF whenever a person is to be added or deleted from the listing. If KGF elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. KGF understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such instructions and that the Escrow Agent shall conclusively presume that direction that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. KGF shall be responsible for ensuring that only Authorized Officer transmit such instructions to the Escrow Agent and that KGF and all Authorized Officer are solely responsible to safeguard that use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by KGF. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. KGF agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions that the method(s) selected by KGF; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and

disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges, and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. Tax Matters.

(a) If applicable, the Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, all income earned from the investment of any sum held in the Acquisition Fund against Lessee, whether or not said income has been distributed during such year, as and to the extent required by law.

(b) If applicable, any tax returns required to be prepared and filed will be prepared and filed by Lessee with the Internal Revenue Service in all years income is earned, whether or not income is received or distributed in any particular tax year, and Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned by the Acquisition Fund.

(c) If applicable, any taxes payable on income earned from the investment of any sums held in the Acquisition Fund shall be paid by Lessee, whether or not the income was distributed by the Escrow Agent during any particular year.

11. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

12. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

13. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

14. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

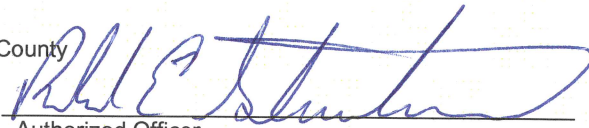
15. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

16. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. **WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, LESSEE, KGF AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE ACTIONS OF KGF, LESSEE OR ESCROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**


IN WITNESS WHEREOF, KGF, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.
 By: _____
 Title: Authorized Officer
 Address: 1000 S. McCaslin Blvd.
 Superior, Colorado 80027

Fort Bend County
 By: 
 Title: Authorized Officer
 Address: 500 Liberty Street
 Richmond, TX 77469
 Email: _____ Phone No.: 2813413769

The Bank of New York Mellon Trust Company, N.A.
 By: _____
 Title: Authorized Officer
 Address: 300 N. Meridian Street, Suite 910
 Indianapolis, IN 46204

Below listed are additional authorized representatives of Lessee allowed to:	
<ul style="list-style-type: none"> ▪ process escrow requisitions; and ▪ provide investment direction for escrow proceeds 	
Signature: _____	
Name: _____	Title: _____
Email: _____	Phone No.: _____
Signature: _____	
Name: _____	Title: _____
Email: _____	Phone No.: _____
The above-named representative(s) of Lessee held at the time of authorization of this Escrow Agreement by the governing body of Lessee and holds at the present time the office set forth above, has been duly authorized to sign this Escrow Agreement, and the signature set forth above is his or her true signature.	

Attest By: 
 Name: HINA QADRI - 7/15/2020
 Title: EXECUTIVE ASSISTANT - JORDIE K. GEORGE

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION COSTS OF PROPERTY
Schedule No. 3 (2002137759)

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027 Attn: Kim Bush

On Behalf of:
The Bank of New York Mellon Trust Company, N.A.
300 N. Meridian Street, Suite 910
Indianapolis, IN 46204

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as Escrow Agent under the Escrow Agreement dated as of July 15, 2020, among Fort Bend County (the "Lessee"), Key Government Finance, Inc. (the "KGF") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:

- (a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
- (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
- (c) insurance requirements of the Lease have been complied with and such coverage is in force;
- (d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between KGF and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
- (e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

Fort Bend County

By: _____
Name: _____
Title: _____
Date: _____

Approved by KGF, or in the event KGF's right, title and interest in the Lease has been assigned, by the current assignee of KGF's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: Pay to:

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

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: Pay to:

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

Fort Bend County

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NWN Corporation
Houston, TX United States

Certificate Number:
2020-640795

Date Filed:
07/07/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
07/14/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
DIR-TSO-4192
NWN DIR Cisco Contract - Cisco Security EA - Hardware, software, and services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)