

Dell Financial Services



**FORT BEND COUNTY, TEXAS
 DELL FLEX LEASE PURCHASE SCHEDULE NO. 810-9007688-003
 TO MASTER LEASE AGREEMENT NO. 1602245912-91298
 APPENDIX F CONTRACT # DIR-TSO-3763**

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. 1602245912-91298 ("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-3763 BETWEEN THE DIR AND DELL MARKETING L.P. DATED JANUARY 10, 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: MARK III SYSTEMS, INC. 3600 South Gessner HOUSTON, TX. 77063

<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	234131	60	February 01, 2024

Rent is payable: In Advance

Payment Period: Annual

* 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.

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, as well as the principal and interest portions of each Rent payment as shown in the chart provided on Exhibit "B", attached to and made a part hereof.

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 13. PURCHASE AND RENEWAL OPTIONS; LOCATION AND SURRENDER OF EQUIPMENT.

Add as a new second paragraph to the end of subsection (a) the following:

"TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. Provided no Event of Default has occurred or is continuing under this Schedule and the MLA, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

- (i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the MLA; and
- (ii) Lessee enters into a new Schedule under the MLA (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the MLA, then this Schedule shall terminate and, except as provided in the MLA, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and MLA shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

4. 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.

5. 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.”

6. 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.

7. 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: *KP George*
(Authorized Signature)
KP George, County Judge
11/21/2023
(Date)

DELL FINANCIAL SERVICES L.L.C

(Lessor)
By: *Josh Plunkett*
(Authorized Signature)
(Name) **Josh Plunkett**
Senior Manager, Operations
(Date) **Dell Technologies | Financial Services**

REVIEWED
By Jose_Lopez at 5:30 pm, Jan 25, 2024

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No. 810-9007688-003 dated as of January 24, 2024 between Dell Financial Services L.L.C. ("Lessor") and FORT BEND COUNTY, TEXAS ("Lessee") under Master Lease Agreement No. 1602245912-91298 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-3763 between the DIR and Dell Marketing L.P. dated January 10, 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: _____, 20__

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.

FORT BEND COUNTY, TEXAS
LESSEE:

BY: _____

NAME: _____

TITLE: _____



Dell Financial Services

FORT BEND COUNTY, TEXAS
Amortization Schedule
810-9007688-003
Exhibit B

**DLED is DFS' Leased Equipment Discount applied directly to the Principal amount only, and is only available from DFS when a customer leases the Products with DFS.*

Commencement Date 02/01/2024

Total Financed Amount	\$2,968,003.00				
DLED*	(\$290,567.49)				
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
02/01/2024	1	\$ 613,337.82	\$ 613,337.82	\$ -	\$ 2,453,351.28
02/01/2025	2	\$ 613,337.82	\$ 462,919.26	\$ 150,418.56	\$ 1,840,013.46
02/01/2026	3	\$ 613,337.82	\$ 496,653.93	\$ 116,683.89	\$ 1,226,675.64
02/01/2027	4	\$ 613,337.82	\$ 532,846.97	\$ 80,490.85	\$ 613,337.82
02/01/2028	5	\$ 613,337.82	\$ 571,677.53	\$ 41,660.29	\$ -



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: 234131

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P.O. DATE: 12/21/2023

DELIVERY BY: 12/21/2023

BUYER: Sarah Sanchez

VENDOR: 13795

DELL FINANCIAL SERVICES
ACH PYMTS- CNTCT DIR-TS0-4299

SHIP TO: INFORMATION TECHNOLOGY
500 LIBERTY STREET
RICHMOND TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

Deliveries must be made to the address and suite number listed above

The contents of this section are required by Texas Law and are included by County regardless of content.

Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By acceptance of purchase order, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

Texas Government Code Section 2251.152 Acknowledgment: By acceptance of purchase order, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Human Trafficking: By acceptance of Contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that NO County funds will be used in support of services or activities that violate human trafficking laws.

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 ISILON STORAGE Isilon Storage Devices	2,354,665EA	\$1.00	\$2,354,665.18
2 ISILON STORAGE DEVICES ISILON STORAGE DEVICES	613,338 EA	\$1.00	\$613,337.82
- DIR-TSO-3763 APPENDIX F APPROVED IN CC: 9/26/2023 EXPIRES: 1/10/2024			

GRAND TOTAL: \$2,968,003.00