

**INVOICE**



Key Government Finance, Inc.  
 1000 S. McCaslin Blvd.  
 Superior CO 80027

<b>Bill to:</b> Webb County Gus Ornelas 1110 Washington, Suite 101 Laredo, Texas 78040	Invoice No.	96917-01
	Invoice Date:	December 30, 2014
	Lease No.	1800096917
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due 12/15/14	\$65,577.15
		Tax	
		Balance Due	\$65,577.15

Please remit funds to:  
 Key Government Finance, Inc.  
 Attn: Tammy Kaler  
 1000 S. McCaslin Blvd.  
 Superior, CO 80027  
 Email: tamura.m.kaler@key.com  
 Phone: (720) 304-1202

REMITTANCE INFORMATION	
Date:	
Amount Due:	
Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc.
  - 2) Return a copy of this invoice with your payment.
  - 3) Keep a copy of this invoice for your records.
  - 4) Direct all inquiries to the contact listed above.

Comments:

15-0003174

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	Texas Department of Information Resources Contract No. DIR-TSO-2542, Appendix ("MLA"), Schedule No. 1 and Exhibits ("Schedule").
<b>Lessee:</b>	<b>Webb County</b>
<b>Order No.:</b>	<b>Order No.</b>
<b>Document Date:</b>	September 15, 2014

This **Schedule 1** is entered into pursuant to the MLA between Lessor and Lessee.

1. Interpretation. The terms and conditions of the MLA are incorporated herein.
2. Equipment Description. The Equipment subject to this Schedule is described in Exhibit 1, attached hereto.
3. 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.
4. 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 September 30, 2014.
5. Equipment Cost. The total acquisition cost of the Equipment is \$308,268.20.
6. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit 2, hereto.
7. Additional Purchase Option Provisions. In addition to the Purchase and Renewal Options provisions set forth in section 13 of the MLA, as amended, Lease Payments payable under this Schedule shall be subject to prepayment as follows, subject to per diem adjustment.
8. Effective Interest Rate. 3.14%.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc., in the amount of \$2,427.21. This payment will be made by Cisco to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Payment Made by Cisco	Payment Made by Lessee	Principal	Interest	Termination Amount
1	15-Sep-2014	\$2,427.21	\$0.00	\$2,427.21	\$0.00	\$315,016.22
2	15-Dec-2014		65,577.15	63,169.12	2,408.03	249,952.02
3	15-Dec-2015		65,577.15	57,843.72	7,733.43	190,372.99
4	15-Dec-2016		65,577.15	59,687.08	5,890.08	128,895.30
5	15-Dec-2017		65,577.15	61,589.18	3,987.98	65,458.45
6	15-Dec-2018		65,577.15	63,551.89	2,025.28	0.00

↓  
600-9101-9834-01

↳ 600-9102-9934-1

162935

P.O.

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

<b>Lessor: Insight Public Sector, Inc.</b>
By:
Name:
Title:

<b>Lessee: Webb County</b>
By: <i>Alonso Paj</i>
Name: <i>Danny Valdez</i>
Title: <i>County Judge</i>

Attest:
By:
Name:
Title:

THIS Rider dated September 15, 2014, 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-2542, Appendix G – Master Lease Agreement between Lessor and Lessee, (the "MLA") and Schedule No. 1 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-2542, 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. Unless prohibited by law, Lessee and Lessor 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 MLA and each Schedule or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof and thereof; *provided, however*, such waiver by Lessee does not apply to any action, proceeding or counterclaim in which Lessor is a party but applies only to any action, proceeding or counterclaim in which any unaffiliated assignee of Lessor of the Rent Payments (and all other sums payable under the MLA and each Schedule) is a party.

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.

<b>Lessor: Insight Public Sector, Inc.</b>
By:
Name:
Title:

<b>Lessee: Webb County</b>
By: <i>Danny Valdez</i>
Name: <i>Danny Valdez</i>
Title: <i>County Judge</i>

**EXHIBIT 1**

**Equipment Schedule**

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	Texas Department of Information Resources Contract No. DIR-TSO-2542, Appendix ("MLA"), Schedule No. 1 and Exhibits ("Schedule").
<b>Lessee:</b>	<b>Webb County</b>
<b>Order No.:</b>	<b>Order No.</b>
<b>Document Date:</b>	September 15, 2014

Equipment as described in Insight Public Sector Quotation #215949260, dated August 14, 2014, and Insight Public Sector Sales Quote #082214TF-1, dated August 22, 2014 (inserted below), referred to and incorporated herein by this reference.

Material	Description	Quantity
VCM-CISCO-0001	IQ NET BUNDLED PACKAGE FOR CISCO UCM	1
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))	
VCM-CNCM-0001	VISTAPCINT CONSOLE COMPANIONS	2
	Coverage Dates: 14-AUG-2014 - 14-AUG-2015	
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))	

Material	Description	Quantity
PSG-SSSA-0001	IQ NETSOLUTIONS SOFTWARE LICENSE & SUPPORT AGREEMENT	1
	Coverage Dates: 14-AUG-2014 - 14-AUG-2015	
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))	
PSG-RISP-0001	PROFESSIONAL SERVICES FEE FOR REMOTE INSTALLATION	1
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))	
VCM-EUT-0001	IQ NETSOLUTIONS PERSONALIZED WEB-BASED TRAINING SESSIONS 30 MINUTES IN LENGTH	1
	U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))	

Part Number	Description	Quantity
R-VMW-UC-FND5-K9	Cisco UC Virt. Foundation 5.x (2-Socket)	2
CON-ESW-UCFND5	ESSENTIAL SW Cisco UC Virt. Foundation 5.0 (2-Socket)	2
UCSS-U-VMW-FND-1-1	UCSS Cisco UC Virt. Foundation One Year - 1 server	2
VMW-UC-FND5-SNS	Cisco UC Virt. Foundation 5.x SnS	2
CP-7965G=	Cisco UC Phone 7965 Gig Ethernet Color spare	6
UCUCS-EZ-C220M3S	UCS C220 M3 SFF dual-4-core/3.3 GHz 64 GB RAM 8x300 GB 15K	2
CON-SNT-UC220M3S	SMARTNET 8X5XNBD UCS C220 M3 Server	2
CAB-N5K6A-NA	Power Cord 200/240V 6A North America	4
UCS-CPU-E5-2643	3.30 GHz E5-2643/130W 4C/10MB Cache/DDR3 1600MHz	4

UCS-HDD300G12P105	300GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	16
UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	16
UCS-RAID9271CV-8T	MegaRAID 9271CV with 8 Internal SAS/SATA ports with Supercap	2
UCS-SD-16G	16GB SD Card module for UCS Servers	2
UCSC-HS-C220M3	Heat Sink for UCS C220 M3 Rack Server	4
UCSC-PCIE-1RJ45	Intel I350 Quad Port 1Gb Adapter	2
UCSC-PSU-650W	650W power supply for C-series rack servers	4
UCSC-RAIL1	Rail Kit for C220 C22 C24 rack servers	2
R-CUWL-STD-K9	Unified Workspace Licensing - Top Level for STD - 9.x	1
CON-ESW-RCUWLSK9	ESSENTIAL SW Unified W-space Lic - Top Level for STD	1
NEW-UWL-STD-SLED	New CUWL Standard Edition User SLED/Govt/Edu Only 1 User	1000
UCAPPS-SW9.0-XU-K9	Version 9.0 - Unrestricted	1
JAB-ADR-CLNT-UWL	Jabber for Android CUWL Only	1
JAB-IPH-CLNT-UWL	Jabber for iPhone CUWL Only	1
JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1
JAB9-IPAD-UWL	Cisco Jabber Video for iPad	1
IPAD-UWL-RTU	Jabber for iPad Right to Use Certificate	1
JAB-ADR-RTU	Jabber for Android Right to Use	1
JAB-IPH-RTU	Jabber for iPhone Right to Use	1
JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1
LIC-UWL-STD-SLED-A	Services Mapping SKU Under 1K UWL STD users	1000
UCSS-U-UWL-STD-1-1	Cisco UWL STD UCSS - 1 user One Year Sub	1000
CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU Under 1K UWL STD	1000
UCM-9X-UWL-STD	UC Manager 9.x CUWL STD Users	1000
UCXN-9X-UWL-STD	Unity Connection 9.x CUWL STD Users	1000
UNITYCN9-SC-PORT	Unity Connection Speech Connect 9.x Add-on ports	1
UWL-STD-PAK	CUWL STD 9.x & 10.x PAK	1
WEBEX-UWL-S-PAK	WebEx PAK for CUWL Standard	1
CP-7821-K9=	Cisco UC Phone 7821	900
CP-7861-K9=	Cisco UC Phone 7861	100
C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32 FL-CME-SRST-25 UC Lic FL-CUBE10	1
CON-SMT-2921CMST	SMARTNET 8X5XNBD 2921 Voice Bundle w/ UC License PAK	1
S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	1
FL-SRST	Cisco Survivable Remote Site Telephony License	1
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1
VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1
PVDM3-32U128	PVDM3 32-channel to 128-channel factory upgrade	1
PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	1
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1
FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	2
PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	1
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	1

ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1
SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	1
SM-S-BLANK	Removable faceplate for SM slot on Cisco 290039004400 ISR	1
VG310	Cisco VG310 - Modular 24 FXS Port Voice over IP Gateway	4
CON-SNT-VG310ICV	SMARTNET 8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice	4
SVG3XUK9-15403M	Cisco VG3X0 UNIVERSAL	4
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	4
PVDM3-64	64-channel high-density voice and video DSP module	4
SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	4
SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	4
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	4
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	4
R-UCL-UCM-LIC-K9	Top Level SKU For 9.X/10.X User License - eDelivery	1
CON-ESW-RUCLUCK9	ESSENTIAL SW Top Level SKU For 9.	1
LIC-CUCM-9X-ESS-A	UC Manager-9.X Essential User License User-Under 1K	256
UCSS-UUCMESS-A-1-1	UC Manager UCSS - 1 Essential User One Year Sub Tier A	256
CON-ESW-LIC09XES	ESSENTIAL SW UC Manager-9.X Essen	256
CUCM-VERS-9.X-XU	CUCM Software Version 9.X Unrestricted	1
UCM-PAK	UCM 9X/10X PAK	1
CP-PWR-CORD-NA=	Power Cord North America	12
CP-7916=	7916 UC Phone Color Expansion Module	12
CP-DOUBLFOOTSTAND=	Footstand kit for 2 7914s 7915s and 7916s	6
CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	12
VG350/K9	Cisco VG350 High Density Voice over IP Analog Gateway	1
CON-SNT-VG350K9	SMARTNET 8X5XNBD Cisco VG350 High Den	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1
SL-VG350-IPB-K9	Cisco VG350 IP Base License	1
SL-VG350-UC-K9	Cisco VG350 Unified Communications License	1
VG350-FANASSY	Cisco VG350 Fan Assembly	1
VG350-SPE150/K9	Cisco VG350 Motherboard	1
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	4
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1
RPS-COVER-3900	Cover for empty 2nd Power Supply slot on Cisco 3925/3945	1
SM-DW-BLANK	Double Wide Service Module Blank Cover	2
SVG350UK9-15204M	Cisco VG350 Series IOS UNIVERSAL	1
Installation	Reference SOW# 13188082. Installation & configuration of quoted equipment.	1

Exhibit 2

OPINION OF COUNSEL

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	Texas Department of Information Resources Contract No. DIR-TSO-2542, Appendix ("MLA"), Schedule No. 1 and Exhibits ("Schedule").
<b>Lessee: Order No.:</b>	<b>Webb County Order No.</b>
<b>Document Date:</b>	September 15, 2014

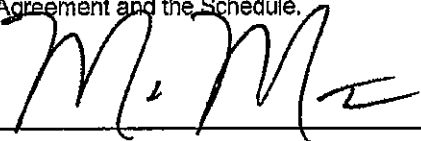
As attorney for Webb County ("Lessee"), I acknowledge that in connection with document described above, and any amendment or addendum thereto, if any, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

- (a) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power. 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;

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:

  
\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE

\_\_\_\_\_



Exhibit 3

NOTICE, ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

Date: September 15, 2014

Re: Schedule No. 1 dated September 15, 2014 (the "Schedule"), entered into pursuant to the Leasing Terms and Conditions set forth in Appendix G, of the Texas Department of Information Resources ("DIR") Contract Number DIR-TSO-2542 (the "Leasing Terms and Conditions"), said Schedule being entered into by and between Insight Public Sector, Inc. ("Assignor") and Webb 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 September 15, 2014 (the "Assignment Date") agrees to pay directly to KGF at its address shown below, 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 \$65,577.15 starting on December 15, 2014.
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.
4. The Equipment (other than services to be performed) is in Lessee's possession at the address specified in the Contract and has been fully and finally accepted by duly authorized representatives of Lessee as the Equipment under the Contract.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Contract, the Payments or the Product.

11. 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.

12. Lessee agrees that KGF is entitled to the benefits of each and every right accorded Assignor in the Contract.

13. 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. 1" 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.

**Insight Public Sector, Inc.**

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

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

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

**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:**

**Webb County**

By: *Deborah Peck*

Title: *County Judge*

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

## CERTIFICATE OF ACCEPTANCE

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	Texas Department of Information Resources Contract No. DIR-TSO-2542, Appendix ("MLA"), Schedule No. 1 and Exhibits ("Schedule").
<b>Lessee:</b>	<b>Webb County</b>
<b>Order No.:</b>	<b>Order No.</b>
<b>Document Date:</b>	September 15, 2014

This Certificate of Acceptance is pursuant to the MLA and Schedule No. 1, between Lessor and Lessee (the "Agreement").

- 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 G - MLA TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO2542.
- Description of the Equipment: See attached Exhibit 1 – Equipment and Products List.
- 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.

<b>Acceptance Date:</b>
<b>Lessee: Webb County</b>
By: <i>Danny Valdez</i>
Name: <i>Danny Valdez</i>
Title: <i>County Judge</i>

**Exhibit 5**

**Incumbency Certificate**

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	Texas Department of Information Resources Contract No. DIR-TSO-2542, Appendix ("MLA"), Schedule No. 1 and Exhibits ("Schedule").
<b>Lessee:</b>	<b>Webb County</b>
<b>Order No.:</b>	<b>Order No.</b>
<b>Document Date:</b>	September 15, 2014

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

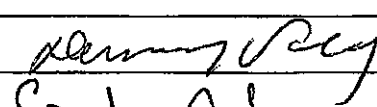
1. Lessee did approve and authorize the execution and delivery of the above-referenced Schedule by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/Or		

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.

<b>Webb County</b>
By: 
Title: <b>County Judge</b>
<b>SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE</b>

**\*\*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:** Webb County  
1110 Washington, Suite 101  
Laredo, TX 78040  
Contact Name: Gus Ornelas  
Contact Phone: 956-523-5893

Webb County is in the process of financing certain Networking Equipment in the amount of \$308,268.20

Webb 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.

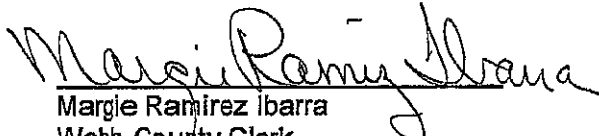
**NOTE:** Coverage is to include:

- (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** or **FAX** this completed information to:  
Key Government Finance, Inc.  
Tammy Kaler, Account Manager  
Phone Number: (720) 304-1202  
Email to tamura\_m\_kaler@key.com or Fax to 866-840-3016
2. Please **MAIL** a Certificate of Insurance to:  
Key Government Finance, Inc.  
Attn: Collateral Services  
11030 Circle Point Rd., 2<sup>nd</sup> Floor  
Westminster, CO 80020
3. Please **CONTACT** the Account Manager:  
✓ When sending this Certificate.  
✓ If this cannot be completed today.  
✓ If you have any questions.

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk



APPROVED AS TO FORM:

  
Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**