

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No. _____
Document Date:	November 15, 2019

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 November 15, 2019.
- Equipment Cost. The total acquisition cost of the Equipment is \$1,012,255.31.
- 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. 2.990%.

Payment No.	Due Date	Payment Made by Lessee	Principal	Interest	Termination Amount
1	12/1/2019	\$215,086.95	\$212,564.74	\$2,522.20	\$799,690.57
2	12/1/2020	\$215,086.95	\$191,176.20	\$23,910.75	\$608,514.37
3	12/1/2021	\$215,086.95	\$196,892.37	\$18,194.58	\$411,622.00
4	12/1/2022	\$215,086.95	\$202,779.45	\$12,307.50	\$208,842.55
5	12/1/2023	\$215,086.95	\$208,842.55	\$6,244.39	\$0.00

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

Lessor: Insight Public Sector, Inc.
By:
Name:
Title:

Lessee: Webb County
By:
Name:
Title:

Attest:
By
Name:
Title:

THIS Rider dated November 15, 2019, 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-4167, Appendix F – 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-4167, 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. 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, and in no event will preclude the right to jury trial of Lessee against the Lessor or any successor or assignee responsible for the performance of the underlying contract for goods and services and the warranties and liabilities associated with them.**

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: Insight Public Sector, Inc.
By:
Name:
Title:

Lessee: Webb County
By:
Name:
Title:

EXHIBIT 1

Equipment Schedule

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No. _____
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Equipment as described below by Insight Public Sector, Inc. Quote No. Q072519JS-CORE dated 7/25/2019, Insight Public Sector, Inc. Quote No. Q082219JS-OPT2 dated 8/22/2019, and Insight Public Sector, Inc, Quote No. Q062519JS-V3 dated 10/18/2019, referred to and incorporated herein by this reference (attached).

Exhibit 2

OPINION OF COUNSEL

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No. _____
Document Date:	November 15, 2019

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 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: _____

TITLE: _____

DATE _____

Exhibit 3

NOTICE, ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

Date: November 15, 2019

Re: Schedule No. 3 dated November 15, 2019 (the "Schedule"), entered into pursuant to the Leasing Terms and Conditions set forth in Appendix F, of the Texas Department of Information Resources ("DIR") Contract Number DIR-TSO-4167 (the "Leasing Terms and Conditions") with Insight Public Sector, Inc. ("Assignor"), said Schedule being entered into by and between 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 November 15, 2019 (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 \$215,086.95 starting on December 1, 2019.
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: _____

Title: _____

Date: _____

CERTIFICATE OF ACCEPTANCE

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No. _____
Document Date:	November 15, 2019

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 F - MLA TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO-4167.
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: Webb County
By:
Name:
Title:

Exhibit 5

Incumbency Certificate

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No. _____
Document Date:	November 15, 2019

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.

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

Exhibit 6

Payment of Proceeds Instructions

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No. _____
Document Date:	November 15, 2019

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: Insight Public Sector, Inc.

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, pay to:

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

Webb County

By: _____

Name: _____

Title: _____

****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 Street, Suite 101
Laredo, TX 78040
Contact Name: Gus Ornelas
Contact Phone: (956) 523-4893

Webb County is in the process of financing Networking equipment/software/services with Key Government Finance, Inc.

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** 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.