

### **Prepared For:**

Webb County, Texas

December 4, 2019

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	60		
Option	TELP		
Payments:	Annual		
Consolidation:	Monthly		
Payments Due:	Advance		
Interim Bents	Mono		

Dell Quote numbers	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
3000047797096	PowerEdge R740	\$13,714.54	4	\$54,858.16	0.21940	\$12,035.88
3000046204224	TPSAPP Server	\$11,671.00	1	\$11,671.00	0.21940	\$2,560.62
3000046204223	TPSCOMM Server	\$10,639.48	1	\$10,639.48	0.21940	\$2,334.30
3000046392119	TPSSQL Server	\$16,629.52	1	\$16,629.52	0.21940	\$3,648.52
	TOTALS		7	\$93,798.16		\$20,579.32

#### PLEASE NOTE: (1)

Rate Factor: is Contingent upon and PO must state "in agreement to" (or) "in compliance with" the use of Texas DIR-TSO-3763, Master Lease Agreement Appendix (F)". Other related DFS documentation will also be required, (unless already on file) such as: Updated (Secretary/Clerk form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - if applicable for signature. An Opinion of Counsel / Validity opinion will be required for lease schedules of \$500,000 or greater. The person who signs the PO must be on the Sec/clerk form or the person on the Sec/clerk form must - co-sign the PO.

**Proposal Expiration Date:** 

January 3, 2020

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

## **End of Term Options:**

#### Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

# Finance Lease/Lease Purchase:

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

# Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- · Return all products to lessor at the lessee's expense.

### Installment Payment Agreement (IPA) or Extended Terms Payment Agreement (ETPA):

When Maker fulfills all payment obligations including any applicable sales, use, property taxes, fees, and performance requirements under the IPA or ETPA
terms, the contract will end.

# Andre Williams

Account Executive

Education - State & Local Government

Dell | Financial Services

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# Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote



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referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

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