

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	State of Texas, Department of Information Resources Contract No. DIR-SDD-1369, Appendix E ("MLA"), Property Schedule No. 2, and Exhibits 1-5 ("Schedule").
<b>State of Texas, Department of Information Resources Order No.:</b>	
<b>Document Date:</b>	May 1, 2014

This **Schedule 2** is entered into pursuant to the MLA between Lessor and Lessee.

- 1. Interpretation.** The terms and conditions of the MLA are incorporated herein.
- 2. Property Description.** The Property 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 monthly period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit 4, hereto.
- 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 May 15, 2014.
- 5. Property Cost.** The total acquisition cost of the Property is \$77,224.50.
- 6. Opinion of Counsel.** Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit 2, hereto.
- 7. Extension and Return Terms.** So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension and return options at the expiration of the Schedule Term, or any extension of the Schedule Term (an "Extension Term"), to: (i) renew this Schedule on a *monthly* basis at the same Lease Payments payable at the expiration of the Schedule Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, this MLA. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above.

Payment No.	Payment Due Date	Lease Payment
1	6/1/2014	\$ 1,490.40
2	7/1/2014	\$ 1,490.40
3	8/1/2014	\$ 1,490.40
4	9/1/2014	\$ 1,490.40
5	10/1/2014	\$ 1,490.40
6	11/1/2014	\$ 1,490.40
7	12/1/2014	\$ 1,490.40
8	1/1/2015	\$ 1,490.40
9	2/1/2015	\$ 1,490.40
10	3/1/2015	\$ 1,490.40
11	4/1/2015	\$ 1,490.40
12	5/1/2015	\$ 1,490.40
13	6/1/2015	\$ 1,490.40
14	7/1/2015	\$ 1,490.40
15	8/1/2015	\$ 1,490.40
16	9/1/2015	\$ 1,490.40
17	10/1/2015	\$ 1,490.40
18	11/1/2015	\$ 1,490.40
19	12/1/2015	\$ 1,490.40
20	1/1/2016	\$ 1,490.40
21	2/1/2016	\$ 1,490.40
22	3/1/2016	\$ 1,490.40
23	4/1/2016	\$ 1,490.40
24	5/1/2016	\$ 1,490.40
25	6/1/2016	\$ 1,490.40
26	7/1/2016	\$ 1,490.40
27	8/1/2016	\$ 1,490.40
28	9/1/2016	\$ 1,490.40

29	10/1/2016	\$ 1,490.40
30	11/1/2016	\$ 1,490.40
31	12/1/2016	\$ 1,490.40
32	1/1/2017	\$ 1,490.40
33	2/1/2017	\$ 1,490.40
34	3/1/2017	\$ 1,490.40
35	4/1/2017	\$ 1,490.40
36	5/1/2017	\$ 1,490.40
37	6/1/2017	\$ 1,490.40
38	7/1/2017	\$ 1,490.40
39	8/1/2017	\$ 1,490.40
40	9/1/2017	\$ 1,490.40
41	10/1/2017	\$ 1,490.40
42	11/1/2017	\$ 1,490.40
43	12/1/2017	\$ 1,490.40
44	1/1/2018	\$ 1,490.40
45	2/1/2018	\$ 1,490.40
46	3/1/2018	\$ 1,490.40
47	4/1/2018	\$ 1,490.40
48	5/1/2018	\$ 1,490.40
49	6/1/2018	\$ 1,490.40
50	7/1/2018	\$ 1,490.40
51	8/1/2018	\$ 1,490.40
52	9/1/2018	\$ 1,490.40
53	10/1/2018	\$ 1,490.40
54	11/1/2018	\$ 1,490.40
55	12/1/2018	\$ 1,490.40
56	1/1/2019	\$ 1,490.40
57	2/1/2019	\$ 1,490.40
58	3/1/2019	\$ 1,490.40
59	4/1/2019	\$ 1,490.40
60	5/1/2019	\$ 1,490.40

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: Justin Lievrouw
Title: Director - Finance

Lessee: State of Texas, Department of Information Resources
By: 
Name:
Title:

*J. Brown,*  
*Asst.*  
*General*  
*Counsel,*  
*3-21-14*

Attest:
By:
Name:
Title:

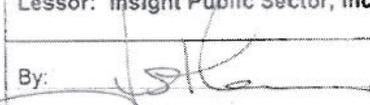
Rider to Property Schedule No. 2

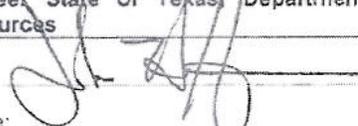
THIS Rider, which is entered into as of between Lessor and Lessee is intended to modify and supplement the State of Texas, Department of Information Resources Contract No. DIR-SDD-1369, Appendix E - Master Lease Agreement between Lessor and Lessee, dated 5/13/2010 (the "MLA") and Property Schedule No.2 to the MLA (the "Schedule"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the MLA.

1. Section 13 (a) of the MLA is hereby revised and replaced in its entirety as follows:
  - (a) Lessee shall have the option to renew the Schedule as to all but not less than all of the Equipment. If Lessee desires to exercise such option, it shall give Lessor or its assigns irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OR ITS ASSIGNS OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTION DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.
2. Lessee acknowledges and agrees that any Termination for Cause or Convenience as defined in the DIR Contract DIR-SDD-1369 between Lessee and Lessor as amended will not terminate Lessee's obligations to continue to make Rents as defined in the MLA for any executed Property Schedule(s) for which corresponding equipment has been accepted prior to termination.
3. Both Lessee and Lessor acknowledge and agree that Lessee will not be listed as owner of the Property during or at the expiration of any Schedule Term or Extension Term.

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

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment 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: Justin Lievrouw
Title: Director - Finance

Lessee: State of Texas, Department of Information Resources
By: 
Name:
Title:

*RR Brown, Asst. General Counsel, 3-21-14*

## EXHIBIT 1

## Equipment Schedule

<b>Lessor:</b>	Insight Public Sector, Inc.
<b>Name of Document:</b>	State of Texas, Department of Information Resources Contract No. DIR-SDD-1369, Appendix E ("MLA"), Property Schedule No. 2, and Exhibits 1-5 ("Schedule").
<b>State of Texas, Department of Information Resources Order No.:</b>	
<b>Document Date:</b>	May 1, 2014

Part Number	Description	Quantity
CP-7945G=	Cisco UC Phone 7945, Gig Ethernet, Color, spare	132
CP-7965G=	Cisco UC Phone 7965, Gig Ethernet, Color, spare	161
CP-9971-C-CAM-K9=	Cisco UC Phone 9971, Charcoal, Std Hndst with Camera	6

## Exhibit 2

## OPINION OF COUNSEL

Lessor:	Insight Public Sector, Inc.
Name of Document:	State of Texas, Department of Information Resources Contract No. DIR-SDD-1369, Appendix E ("MLA"), Property Schedule No. 2, and Exhibits 1-5 ("Schedule").
State of Texas, Department of Information Resources Order No.:	
Document Date:	May 1, 2014

As attorney for the State of Texas, Department of Information Resources, Texas ("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, the MLA or any Schedule 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 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 Property Schedule.

Very truly yours,

BY:

TITLE:

DATE

  
 \_\_\_\_\_  
 Asst. General Counsel  
 \_\_\_\_\_  
 3-21-14  
 \_\_\_\_\_

## Exhibit 3

## NOTICE, ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

Date: May 1, 2014

Re: Schedule No. 2 dated May 1, 2014 (the "Schedule"), entered into pursuant to the Leasing Terms and Conditions set forth in Appendix E, of the State of Texas, Department of Information Resources ("DIR") Contract Number DIR-SDD-1369 (the "Leasing Terms and Conditions") with Insight Public Sector, Inc. ("Assignor"), said Schedule being entered into by and between Assignor and State of Texas, Department of Resources, an agency of the state of Texas (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 South McCaslin Blvd., Superior, CO 80027.

Lessee is hereby directed, and by signature below, consents to such assignment and commencing May 1, 2014 (the "Assignment Date") agrees to pay directly to KGF at its address shown below, until KGF instructs Lessee otherwise in writing, all periodic 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 periodic payments remain due under the Contract and Lessee agrees to pay all such payments directly to KGF on their respective due dates: Sixty (60) monthly payments of \$1,490.40.
2. The periodic 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 the 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

14. Lessee shall have the option to renew the Contract as to all but not less than all of the Product. If Lessee desires to exercise such option, it shall give KGF irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of the initial term of the Contract. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY KGF OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTION DESCRIBED IN THIS SECTION WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE CONTRACT.

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.

By: [Signature]  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
DR Brown, Dist. General Counsel 3-21-14

**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 Product, is relying on Lessee's statements, certifications, covenants, representations and warranties contained herein. Lessee hereby provides its written consent to this assignment.

ACKNOWLEDGED:  
By: [Signature]  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DR Brown, Dist. General Counsel, 3-21-14

## EXHIBIT 4

Page 1 of 1

## CERTIFICATE OF ACCEPTANCE

Lessor:	Insight Public Sector, Inc.
Name of Document:	State of Texas, Department of Information Resources Contract No. DIR-SDD-1369, Appendix E ("MLA"), Property Schedule No. 2, and Exhibits 1-5 ("Schedule").
State of Texas, Department of Information Resources Order No.:	
Document Date:	May 1, 2014

This Certificate of Acceptance is pursuant to the MLA and Schedule No. 2. between Lessor and Lessee. (the "Agreement").

- Property Acceptance.** Lessee hereby certifies and represents to Lessor that the Property 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 Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property 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 PROPERTY, 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 PROPERTY 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 EXHIBIT E- MLA TO THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-SDD-1369.
- Description of the Property: 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.

Acceptance Date:

Lessee: State of Texas, Department of Information Resources

By:

Name:

Title:

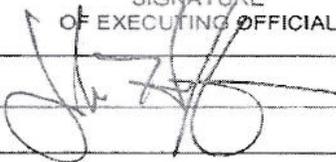
John Holtzman  
Chief Information Officer  
AR/Gen. Counsel, 3-28-14

**Exhibit 5  
Incumbency Certificate**

<b>Lessor:</b>	<b>Insight Public Sector, Inc.</b>
<b>Name of Document:</b>	State of Texas, Department of Information Resources Contract No. DIR-SDD-1369, Appendix E ("MLA"), Property Schedule No. 2, and Exhibits 1-5 ("Schedule").
<b>State of Texas, Department of Information Resources Order No.:</b>	
<b>Document Date:</b>	May 1, 2014

The undersigned, being the duly elected, qualified and acting keeper of records for the **State of Texas, Department of Information Resources** ("Lessee") do hereby certify as follows:

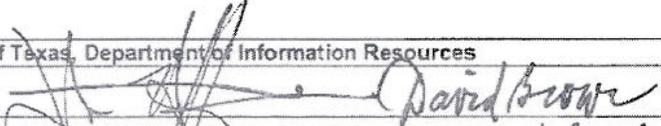
1. Lessee did approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
John Hoffman And/ Or	Chief Information Officer	

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 Property under the Property 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 Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

State of Texas, Department of Information Resources	
By:	
Title:	David Brown, Asst. Gen. Counsel, 3-28-14
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.	