

ORIGINAL

4. Assets:

DESCRIPTION <i>(The Equipment must be new and current technology.)</i>	MONTHLY LEASE RATE FACTOR PER UNIT
Cisco Networking Equipment; Large Servers (IBM only, with a cost greater than \$75,000 per Unit); POS Terminals	.0224 times Unit cost
Notebook PCs and Tablets (excluding Ruggedized PCs); Desktop PCs (with a cost less than \$1,000 per Unit); Monitors and All-In-One PCs;	.0227 times Unit cost
Disk Storage (EMC, IBM, Network Appliance); Networking Equipment; Handheld Scanners; Video Conferencing	.0227 times Unit cost
Small Servers / Blade Servers / Workstations (with a cost of \$1,000 to \$75,000 per Unit); Disk Storage (HP, HDS, Nimble or other approved manufacturers); Ruggedized PCs (e.g. Panasonic Toughbooks);	.0231 times Unit cost
Printers, Multifunction Printers, and Copiers; Miscellaneous standalone hardware with its own serial number, e.g. Scanners and Smart Phones	.0231 times Unit cost
Miscellaneous hardware without its own serial number or a relation to other Units on this Lease (e.g. Cards, Memory, Modems)	.0236 times Unit cost

5. Quantities; Lessor's Purchase of Assets:

a) The Total Cost of the SmartTrack Schedule (Hardware, Software and other costs) for all the Leases arising from this Master SmartTrack Schedule No. 5-PD is not to exceed \$1,200,000.00, combined. If Lessee wants a Lease to cover additional costs, Lessor, in its sole discretion, may pay such additional costs.

b) As Lessee determines the quantities of Assets it requires, Lessee shall have the applicable vendor send to Lessor invoices which will reference this Master SmartTrack Schedule and which will specify machine type(s), quantities, location(s), sales price, and serial number(s) of the Assets ordered by Lessee, or by Lessor at Lessee's request. Upon receipt of each properly prepared invoice, Lessor shall remit the sales price to the vendor. Lessor shall be entitled to rely upon the authority of any Lessee employee to approve purchases of Assets on behalf of Lessee unless and until such time as an officer of Lessee notifies Lessor to the contrary.

c) Lessor is not liable for any failure or delay in delivery caused by the manufacturer, vendor or any other party or condition not within Lessor's control. Lessee agrees that if any Assets have not been delivered and accepted by Lessee before October 31, 2015, Lessor shall have no obligation to lease those Assets to Lessee and Lessee shall assume any purchase obligations for such Assets from the applicable vendor, or if Lessor has paid for

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such Assets, purchase such Assets from Lessor within 5 days after Lessor's request to do so, for a price equal to Lessor's cost of such Assets plus any applicable sales tax on such sale.

6. **Software and Other Costs:** In consideration of Lessee's entering into this Master SmartTrack Schedule, Lessor shall pay fees on Lessee's behalf for various operating and/or application Software so that Lessee may use such Software in connection with the Assets. Lessor may also pay other costs related to the Assets, on Lessee's behalf. Lessee shall reimburse Lessor for such costs by making a monthly payment to Lessor equal to .0226 (the "Soft Cost Factor") times the cost of the applicable Software fee or other costs, which monthly payment amount will be assigned to Assets and treated as additional rental for the lease of such Assets. The total amount of Software and other costs will not exceed 20% of the Total Cost of the SmartTrack Schedule, without Lessor's prior written consent. Because Lessor makes payments as invoices are received throughout the installation period, the percent of Software and other costs to the Total Cost of the SmartTrack Schedule is generally not known until the final reconciliation of the SmartTrack Schedule. If Lessor determines that the total amount of Software and other costs exceed 20% of the Total Cost of the SmartTrack Schedule, Lessor shall have the option to exclude the excess Software and other costs from this SmartTrack Schedule and Lessee agrees to reimburse Lessor for such amounts.

7. **Rent Payments; Daily Rental:**

a) Lessee shall pay Rent Payments monthly ("Monthly Rental") in advance, with the first payment due on the applicable Schedule Commencement Date, and the remaining payments due on the first day of each month thereafter. Monthly Rental per Asset will equal the "Monthly Lease Rate Factor" for that Asset, multiplied by the Asset's cost, plus any additional rental for soft costs as set forth in paragraph 6 above.

b) Lessee shall pay no daily rental or pro-rated rental for Assets on this Master SmartTrack Schedule.

8. **Interest Rate Contingency:** The Lease Rate Factors specified herein are based upon the 4 year interest rate swap derived from the column entitled "Week Ending" (for the most recent week) set forth in the Federal Reserve Statistical Release H.15 (519) (the "Rate Swap"); the Rate Swap benchmark is 1.53%. Lessor intends to obtain a fixed-rate, non-recourse loan, using only the Equipment and the Lease as collateral (the "Loan"). If, at the time the Loan is closed, the *then current* Rate Swap exceeds 1.53%, then the Lease Rate Factor(s) shall be increased by .0001 for each 25 basis points by which the *then current* Rate Swap exceeds the benchmark Rate Swap of 1.53%. The Lease Rate Factor(s) will be increased only until the *then current* Rate Swap exceeds the current Rate Swap by 300 basis points. Any increases in the Rate Swap in excess of 300 basis points will have no further effect on the Lease Rate Factors. Increases of the Rate Swap by increments of less than 25 basis points will have no effect on the Lease Rate Factors.

9. **Stipulated Loss Value:** The Stipulated Loss Value of the Assets will equal a percentage, as set forth in the table below, of the Base Value of the Assets. If there is a loss of less than all of the Assets listed on the Equipment Schedule, the Stipulated Loss Value shall be allocated to the Assets lost in the same proportion as the Monthly Rental per Asset for the lost Assets bears to the Monthly Rental for all Assets listed on the SmartTrack Schedule.

Because the actual quantity of Assets is unknown, a dollar amount Base Value is currently unknown. However, the parties agree that a specific dollar amount Base Value will be set forth in the Certificate of Acceptance referred to above. If an Asset is lost prior to the time the Certificate of Acceptance is prepared, the Base Value will equal the cost of the Asset, plus any associated soft costs.

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MONTHLY PAYMENTS MADE	STIPULATED LOSS VALUE (PERCENT OF BASE VALUE)	MONTHLY PAYMENTS MADE	STIPULATED LOSS VALUE (PERCENT OF BASE VALUE)	MONTHLY PAYMENTS MADE	STIPULATED LOSS VALUE (PERCENT OF BASE VALUE)
0	110.0%	17	77.0	33	48.5
1	108.1	18	75.1	34	46.9
2	106.1	19	73.2	35	45.3
3	104.2	20	71.4	36	43.7
4	102.2	21	69.5	37	42.1
5	100.3	22	67.7	38	40.6
6	98.3	23	65.8	39	39.1
7	96.3	24	64.0	40	37.7
8	94.4	25	62.2	41	36.2
9	92.4	26	60.4	42	34.8
10	90.5	27	58.7	43	33.4
11	88.6	28	56.9	44	32.1
12	86.6	29	55.2	45	30.7
13	84.7	30	53.5	46	29.5
14	82.8	31	51.8	47	28.2
15	80.8	32	50.1	48 and thereafter	27.0
16	78.9				

10. Serial Number Substitution:

a) Lessee may replace any Asset with an identical or improved specification machine (a “Substitute Unit”) as a result of a warranty replacement or other mechanical defect, or a casualty loss situation. Lessee must notify Lessor of the replacement serial number and configuration of the Substitute Unit.

b) In addition to the circumstances set forth in (a) above, upon expiration of the Schedule Term, (i) provided no event has occurred that, with or without notice or the passage of time or both, would constitute an Event of Default, and (ii) in consideration of Lessee’s performance of all of its obligations under the Lease, Lessee may choose to return desktop PC, laptop PC, or PC monitor units with serial numbers other than those listed in the Certificate of Acceptance only upon the following conditions: the Substitute Units must be (1) of an identical or improved configuration as the units being replaced, (2) in the condition required by section 15(b) of the Master Lease Agreement, and (3) owned by Lessee. Lessee must give Lessor written notice of the serial numbers of the Substitute Units along with a detailed list of which serial numbers they are replacing prior to their return to Lessor or else Lessor may decline to accept Substitute Units. Lessee hereby represents and warrants to Lessor that, upon delivery of any Substitute Units to Lessor, Lessee will be the absolute owner of the Substitute Units; the Substitute Units will be free and clear of all liens, charges and encumbrances; and Lessee will have full right, power and authority to transfer to Lessor title to the Substitute Units.

11. Essential Use: Pursuant to Section 20(f) of the MOLA, Lessee certifies that the use of the Assets is essential to Lessee’s proper, efficient and economic operation. The Assets will be used by Lessee for the purpose of performing one or more of Lessee’s governmental functions consistent with the permissible scope of Lessee’s authority and not in any trade or business carried on by any person other than Lessee. Lessee shall provide an Essential Use/Source of Funds letter in a form and substance acceptable to Lessor.

12. Opinion of Counsel: Lessor’s performance hereunder is conditioned on receipt of an opinion of counsel for Lessee in a form and substance acceptable to Lessor.

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13. **Technological Upgrade:** If Lessee is not in default under the Lease at such time as Lessee desires to upgrade the Assets, Lessee may notify Lessor of its desire to upgrade the Assets with technologically more advanced equipment ("Upgrade Equipment"). In the event Lessor receives such notice, it agrees to negotiate in good faith to enter into a new lease or leases for the Upgrade Equipment upon mutually agreeable terms and conditions, and to terminate the rental obligations of the Assets upon the Commencement Date of the lease or leases for the Upgrade Equipment, provided that the termination of rental obligations shall not be effective unless the Secured Party and Assignee, if any, gives its written consent thereto. Lessee understands, however, that a breach by Lessor under this paragraph shall in no way release the Lessee from or affect the Lessee's obligations to continue making rental payments to any Secured Party or Assignee.

14. **Personal Property Tax:** Lessor shall pay the personal property taxes assessed for the Assets under each Lease, in a total amount for the entire Schedule Term including any extension thereof, not to exceed 4.75% of Lessor's total acquisition cost for the Assets (hardware costs only) under the applicable Lease. Lessee shall be responsible for payment of all amounts due in excess of Lessor's payment amount. (For example, if the total acquisition cost for the hardware on a Lease is \$100,000.00, Lessor's liability for personal property tax during the entire Schedule Term and any extension thereof will not exceed \$4,750.00, and Lessee will reimburse Lessor for any amount in excess of \$4,750.00).

15. **Purchase Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 60 days prior written notice to Lessor, purchase the Assets at its then current fair market value. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 15 of the Master Lease control.

16. **Extension Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 60 days prior written notice to Lessor, extend the Lease at the then current fair market rental rate. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 15 of the Master Lease control.

17. **Return of Assets:** Provided Lessee is not then in Default under the Lease, Lessor's subsidiary Executive Personal Computers Inc. ("EPC") will schedule a pickup of the Assets from Lessee, including wrapping and packing. EPC will schedule one pickup per month, from one Lessee location, for the Assets leased under this Master SmartTrack Schedule. Lessee will be liable for Monthly Rental until the Assets are picked up by EPC. If any of the Assets are not ready and returned during this one-time pick up, Lessee will arrange for the return of such Assets at its expense, and Lessee will be liable for Monthly Rental for such Assets until they are returned to Lessor. Lessee wants to pay for this service over the term of the Lease, rather than in a lump sum. Accordingly, a cost of \$13.10 per Asset will be added to the Lease as a Soft Cost under the provisions of paragraph 6 above.

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18. **Financing Statement:** A photocopy of this Master SmartTrack Schedule, the Certificates of Acceptance, and any exhibits or addenda hereto, may be filed as a precautionary Uniform Commercial Code Financing Statement to evidence Lessor's interest in the Assets.

AT LESSOR'S OPTION, THIS SMARTTRACK SCHEDULE SHALL NOT BE EFFECTIVE UNLESS SIGNED BY LESSEE AND RETURNED TO LESSOR ON OR BEFORE **AUGUST 18, 2015**.

CSI LEASING, INC.

CITY OF CORPUS CHRISTI

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BWG/HOUS

NON-ORIGINAL

No security interest in an Equipment Schedule may be created or perfected by possession of this copy.

4. Assets:

DESCRIPTION <i>(The Equipment must be new and current technology.)</i>	MONTHLY LEASE RATE FACTOR PER UNIT
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MONTHLY PAYMENTS MADE	STIPULATED LOSS VALUE (PERCENT OF BASE VALUE)	MONTHLY PAYMENTS MADE	STIPULATED LOSS VALUE (PERCENT OF BASE VALUE)	MONTHLY PAYMENTS MADE	STIPULATED LOSS VALUE (PERCENT OF BASE VALUE)
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7	96.3	24	64.0	40	37.7
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b) In addition to the circumstances set forth in (a) above, upon expiration of the Schedule Term, (i) provided no event has occurred that, with or without notice or the passage of time or both, would constitute an Event of Default, and (ii) in consideration of Lessee's performance of all of its obligations under the Lease, Lessee may choose to return desktop PC, laptop PC, or PC monitor units with serial numbers other than those listed in the Certificate of Acceptance only upon the following conditions: the Substitute Units must be (1) of an identical or improved configuration as the units being replaced, (2) in the condition required by section 15(b) of the Master Lease Agreement, and (3) owned by Lessee. Lessee must give Lessor written notice of the serial numbers of the Substitute Units along with a detailed list of which serial numbers they are replacing prior to their return to Lessor or else Lessor may decline to accept Substitute Units. Lessee hereby represents and warrants to Lessor that, upon delivery of any Substitute Units to Lessor, Lessee will be the absolute owner of the Substitute Units; the Substitute Units will be free and clear of all liens, charges and encumbrances; and Lessee will have full right, power and authority to transfer to Lessor title to the Substitute Units.

11. **Essential Use:** Pursuant to Section 20(f) of the MOLA, Lessee certifies that the use of the Assets is essential to Lessee's proper, efficient and economic operation. The Assets will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Lessee shall provide an Essential Use/Source of Funds letter in a form and substance acceptable to Lessor.

12. **Opinion of Counsel:** Lessor's performance hereunder is conditioned on receipt of an opinion of counsel for Lessee in a form and substance acceptable to Lessor.

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13. **Technological Upgrade:** If Lessee is not in default under the Lease at such time as Lessee desires to upgrade the Assets, Lessee may notify Lessor of its desire to upgrade the Assets with technologically more advanced equipment ("Upgrade Equipment"). In the event Lessor receives such notice, it agrees to negotiate in good faith to enter into a new lease or leases for the Upgrade Equipment upon mutually agreeable terms and conditions, and to terminate the rental obligations of the Assets upon the Commencement Date of the lease or leases for the Upgrade Equipment, provided that the termination of rental obligations shall not be effective unless the Secured Party and Assignee, if any, gives its written consent thereto. Lessee understands, however, that a breach by Lessor under this paragraph shall in no way release the Lessee from or affect the Lessee's obligations to continue making rental payments to any Secured Party or Assignee.
14. **Personal Property Tax:** Lessor shall pay the personal property taxes assessed for the Assets under each Lease, in a total amount for the entire Schedule Term including any extension thereof, not to exceed 4.75% of Lessor's total acquisition cost for the Assets (hardware costs only) under the applicable Lease. Lessee shall be responsible for payment of all amounts due in excess of Lessor's payment amount. (For example, if the total acquisition cost for the hardware on a Lease is \$100,000.00, Lessor's liability for personal property tax during the entire Schedule Term and any extension thereof will not exceed \$4,750.00, and Lessee will reimburse Lessor for any amount in excess of \$4,750.00).
15. **Purchase Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 60 days prior written notice to Lessor, purchase the Assets at its then current fair market value. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 15 of the Master Lease control.
16. **Extension Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 60 days prior written notice to Lessor, extend the Lease at the then current fair market rental rate. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 15 of the Master Lease control.
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AT LESSOR'S OPTION, THIS SMARTTRACK SCHEDULE SHALL NOT BE EFFECTIVE UNLESS SIGNED BY LESSEE AND RETURNED TO LESSOR ON OR BEFORE **AUGUST 18, 2015**.

CSI LEASING, INC.

CITY OF CORPUS CHRISTI

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BWG/HOUS