



**\*\*Please note\*\***

We will need a copy of your  
Sales Tax Exemption Certificate  
faxed back with the signed documents.  
Thanks

**COVER LETTER**

**AGREEMENT #  
1689000**

FEBRUARY 7, 2013

CITY OF CORPUS CHRISTI  
1201 LEOPARD ST  
CORPUS CHRISTI TX 78401

**\*\*WE WILL NEED A COPY OF THE BOARD MINUTES AND  
PIGGYBACK CONTRACT/RFP.\*\***

RE: Agreement # 1689000

Dear Valued Customer,

Thank you for selecting SHI International Corp for your financing needs. Enclosed are the documents needed to complete the transaction. Please complete each item below marked with an "X," and return to me accordingly. Please note the payment amount is valid for 90 days, after 90 days it is subject to change according to current pricing.

**X** Sign and date the Agreement, both pages, by the "X."

**X** If the equipment has been delivered and is satisfactory to you, please sign and date the Delivery and Acceptance Certificate by the "X" to verify equipment delivery acceptance.

**X** Fax a copy of all documents (front and back) to me at 866-977-0937.

**X** Sign and return all **original** documents (along with the Advance Payment/Security Deposit for \$0.00, *if applicable*) to SHI International Corp.

*\* Please do NOT return the Delivery and Acceptance Certificate if the equipment has yet to be delivered. Please hold the Delivery and Acceptance Certificate until the equipment is delivered. Once delivered, fax it to me at 866-977-0937. That will be our indication that you are ready to start your contract.*

**NA** Within sixty (60) days of the start of the Agreement, please provide proof of property and liability insurance. Please list SHI International Corp and its Assigns as Lender's Loss Payee and Additional Insured. Please fax certificates to 800-328-9092 or mail to: SHI International Corp, Attn: Insurance at 1310 Madrid Street, Marshall MN 56258.

**NA** Sign and date the Epay form for the Advance Payment/Security Deposit. Please attach a voided check for routing number purposes.

**X** Provide SHI International Corp with your Federal Tax ID number and Tax Exempt Certificate, if applicable.

**NA** Make a photocopy of driver's license of all signers.

Please overnight the above documentation to:

SHI International Corp  
Attn: Amy Bruns  
1310 Madrid St Ste 105  
Marshall MN 56258

Thank you for the opportunity to assist you with your financing needs. If you have any questions or concerns, please feel free to contact me at 800-828-8246 ext 7126.

Sincerely,

Brady Webb  
Finance Specialist

**P.S. Make a copy of the signed agreement documents to keep for your records.  
Thank you for your business!**



Installation Payment Agreement

AGREEMENT NO.

1689000

Send Account Inquiries to: 1310 Madrid Street • Marshall, MN 56258
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Customer, you and your refer to Obligor. The words Lender, Secured Party, we, us and our refer to SHI International Corp.

OBLIGOR INFORMATION

Form with fields: FULL LEGAL NAME, STREET ADDRESS, CITY OF CORPUS CHRISTI, 1201 LEOPARD ST, CITY, STATE, ZIP, PHONE, FAX, FINANCED ITEMS LOCATION, E-MAIL, BILLING STREET ADDRESS, CITY, STATE, ZIP.

DESCRIPTION OF FINANCED ITEMS

LICENSE NO.

1-LANDESK TOTAL USER MANAGEMENT BUNDLE (USER BASED)2000-4999
1-CLOUD SERVICES/MGMT GATEWAY APPLIANCE MNT

PAYMENTS & TERMS

Advance Payment: \$ 0.00

SEE SCHED B Payments of \$ SEE SCHED B

If no Advance Payment is required, the first Payment is due 120 days after the Agreement start date.

The contract payment ("Payment") period is monthly unless otherwise indicated. Interim due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date.

Amount Financed: \$ 252,911.94

Upon acceptance of the Financed Items, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

1. AGREEMENT: This Agreement is made in connection with the license to be granted to you by licensor of certain software and the provision by licensor of certain related implementation, integration, support and/or professional services in connection with the licensed software, all as further described in the software license agreement identified above ("License Agreement").
2. PAYMENTS, TAXES AND FEES: You will pay the Payments (as adjusted) when due. The base Payment and the Amount Financed may be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Financed Items cost; (2) if the shipping charges differ from the estimate given to you; and/or (3) if a down payment or deposit is deducted.

OBLIGOR ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF CORPUS CHRISTI

[Signature box with X]

[Title box with X]

OBLIGOR (AS REFERENCED ABOVE)

[Print name box with X]

[Dated box with X]

FEDERAL TAX IDENTIFICATION NUMBER

PRINT NAME

DATED

LENDER ACCEPTANCE

SHI International Corp

[Signature box]

[Title box]

LENDER

SIGNATURE

TITLE

DATED

Approved as to form: 2/21/2013

Lisa Aguilar
Assistant City Attorney
For City Attorney

3. **SECURITY INTEREST:** You grant us a security interest in the Licensed Software, the License Agreement, including without limitation, all your rights in the Licensed Software granted thereunder, all rights to payment under the License Agreement and all proceeds of the foregoing to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **LOSS OR DAMAGE:** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO SECTION 6 HEREIN, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. If the Licensed Software is destroyed, you will pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%.

5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE FINANCED ITEMS OR THE LICENSE AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, including but not limited to the License Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, (e) any guarantor defaults under any guaranty for this Agreement, or (f) the License Agreement is terminated. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%, and in addition we shall have the right to cause the termination of all Financed Items. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Article 9 of the UCC and any other law, including requiring that you: (1) deliver the Licensed Software to us to a location we specify; and (2) immediately stop using any Licensed Software, regardless of whether you are in default of your obligations under the License Agreement. In such event you shall, at our option, deliver to us certification executed by your duly-authorized officer certifying that you have ceased your use of the Licensed Software. In the event you are entitled to transfer the right to use the Licensed Software to any third party, you hereby agree to transfer any such right to use the Licensed Software to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Licensed Software, you agree to pay the costs of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **FINANCED ITEMS: SOFTWARE, SERVICES, WARRANTY DISCLAIMERS:** You have elected to finance the Financed Items, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services. Ownership of any Licensed Software shall remain with the licensor thereof and your rights with respect to such Licensed Software shall be governed by the License Agreement between you and the licensor, which shall not be affected by this Agreement. Any Services shall be performed by a service provider unrelated to us. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE YOUR OBLIGATIONS TO US. WE SHALL NOT BE LIABLE TO YOU, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN YOUR PAYMENTS, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS. You acknowledge and agree that your sole remedy in the event of (i) a breach of the License Agreement, (ii) a failure of the Financed Items to perform as warranted by licensor, or (iii) any other dispute or default under the License Agreement shall be against licensor or any supplier, and you shall have no right to withhold or refuse to make the payments required under this Agreement, even if the License Agreement provides for the possibility of offset, refund or suspension of payment, or the licenses granted under the License Agreement and/or Services provided thereunder have been revoked or otherwise terminated for any reason whatsoever. YOU AGREE THAT YOU HAVE SELECTED THE LICENSOR AND FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE LICENSED SOFTWARE. THE LICENSOR IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE LICENSOR, AND NOTHING THE LICENSOR STATES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE FINANCED ITEMS COVERED BY THE LICENSE AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.

8. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Licensed Software and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. **USA PATRIOT ACT NOTICE; FAXED OR SCANNED DOCUMENTS; MISC.:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You agree to submit the original duly-signed documents via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Financed Items, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.





**PAYMENT SCHEDULE "B"  
(DEFERRAL)**

**AGREEMENT #  
1689000**

This Payment Schedule "B" is to be attached to and become part of Agreement # 1689000 dated \_\_\_\_\_ between the undersigned as Customer and SHI International Corp as Lessor/Secured Party. If any terms hereof are inconsistent with the terms of the Agreement, the terms hereof shall prevail.

Type of upfront payment and amount:	Security Deposit	\$0.00
	Advance Payment	\$0.00
	Down Payment	\$0.00

The above payment(s) is/are due 120 days after the Agreement start date.

Payment Schedule as follows:  
\*plus applicable taxes

- 1 monthly Payment(s)\* of \$84,303.98; and
- 7 monthly Payment(s)\* of \$0.00; and
- 1 monthly Payment(s)\* of \$84,303.98; and
- 11 monthly Payment(s)\* of \$0.00; and
- 1 monthly Payment(s)\* of \$84,303.98.

The first monthly Payment is due 120 days after the Agreement start date.

This Payment Schedule "B" is hereby verified as correct by the undersigned Customer, who agrees to the terms hereof.

**CITY OF CORPUS CHRISTI**

Customer

X

Signature

X

Title

X

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



## NON-APPROPRIATION ADDENDUM

**AGREEMENT #**  
**1689000**

Addendum to Agreement # 1689000, dated \_\_\_\_\_, between City of Corpus Christi, as Customer and SHI International Corp, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by an approved motion of its governing body (which approved motion, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (c) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (d) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (e) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

**NON-APPROPRIATION:** If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) to show our interest."

Page 1 of 2

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in Nueces County, Texas."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

SHI International Corp

City of Corpus Christi

Lessor

Customer



Signature

Signature

Financial Sales Manager 2/19/13



Title

Date

Title



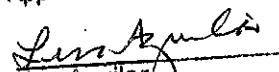
Date

Page 2 of 2

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

10162 REV 06/12

Approved as to form: 2/21/2013

  
Lisa Aguilar  
Assistant City Attorney  
For City Attorney

# CUSTOMER'S CERTIFICATE

**AGREEMENT #**  
**1689000**

Re: Agreement # 1689000, dated [REDACTED], between City of Corpus Christi, as Customer and Shi International Corp, as Lessor.

The undersigned, being the duly elected, qualified and acting [REDACTED] of the City of Corpus Christi ("Customer") do hereby certify, as of [REDACTED], as follows:

1. Customer did, at a meeting of the governing body of the Customer held [REDACTED], 201[REDACTED] by motion duly approved, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement (the "Agreement") by the following named representative of Customer, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
[REDACTED]		
And/ Or		

2. The above-named representative of the Customer held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Customer at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Customer relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Customer; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Customer, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.

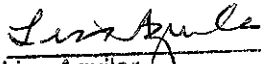
5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Customer.

6. Customer 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 Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

City of Corpus Christi
By:
Title:
<b>SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.</b>

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Approved as to form: 2/21/2013  
  
Lisa Aguilar  
Assistant City Attorney  
For City Attorney



TERMS AND CONDITIONS  
ADDENDUM

AGREEMENT #  
1689000

Addendum to Agreement # 1689000, dated \_\_\_\_\_, between City of Corpus Christi, as Customer and SHI International Corp, as Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement as set forth below:

The following provision(s) shall be added to the terms and conditions of the Agreement:

The following provision(s) shall be removed from the terms and conditions of the Agreement:

The following provision(s) shall be revised from the terms and conditions of the Agreement:

Paragraph 6 DEFAULT AND REMEDIES: Revise "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collections costs, including any collection agency fee." to read "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collections costs, including any collection agency fee."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

SHI International Corp

City of Corpus Christi

Lessor/Secured Party

Customer

[Signature]  
Signature

X  
Signature

Financial Sales Manager 2/19/13  
Title Date

X X  
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Approved as to form: 2/21/2013  
[Signature]  
Lisa Aguilar  
Assistant City Attorney  
For City Attorney





**DELIVERY & ACCEPTANCE CERTIFICATE**

**AGREEMENT #**  
**1689000**

Customer certifies that the Equipment and/or Financed Items listed below have been furnished, that delivery and installation has been fully completed and is satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon Customer's signing below, Customer's promises in the Agreement will be irrevocable and unconditional in all respects. Customer understands and agrees that Lessor/Secured Party has paid for the purchase of the Equipment and/or Financed Items from the Supplier and Customer may contact the Supplier for Customer's warranty rights. If the Agreement is a lease, Lessor transfers any warranty rights to Customer for the term of the Agreement (or until Customer defaults). If the Agreement is a loan, Customer may receive warranty rights from the Supplier upon the purchase at the start of the term. Customer's approval as indicated below of Lessor's/Secured Party's payment for the purchase of the Equipment and/or Financed Items from the Supplier is a condition precedent to the effectiveness of the Agreement.

Supplier:	Equipment and/or Financed Items
SHI	1-LANDESK TOTAL USER MANAGEMENT BUNDLE (USER BASED) 2000-4999
	1-CLOUD SERVICES/MGMT GATEWAY APPLIANCE MNT

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**CITY OF CORPUS CHRISTI**

Customer

**X**

Signature

**X**

**X**

Title

Date

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

## CUSTOMER'S COUNSEL'S OPINION

[To be provided on letterhead of Customer's counsel.]

SHI International Corp(the "Lender")

City of Corpus Christi (the "Customer")  
1201 Leopard St  
Corpus Christi, TX 78401

RE: Agreement # 1689000 between City of Corpus Christi and SHI International Corp.

Ladies and Gentlemen:

We have acted as special counsel to City of Corpus Christi ("Customer"), in connection with the Agreement # 1689000, dated as of \_\_\_\_\_, between City of Corpus Christi, as Customer, and SHI International Corp Lender, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the laws of the State, 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.
2. Customer has all requisite power and authority to enter into the Agreement and to perform its obligations there under.
3. All proceedings of Customer and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lender, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement.

Very truly yours,

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