

TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT NUMBER: DIR-TSO-4159
APPENDIX F-2
MASTER LEASE AGREEMENT SCHEDULE – FAIR MARKET VALUE (FMV)

Master Agreement Number _____
Schedule Number _____

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**MASTER LEASE AGREEMENT
SCHEDULE (FMV)**

Hewlett-Packard Financial Services Company (“Lessor”) and _____, an agency, department or political subdivision of the State of _____ (“Lessee”) are parties to the Appendix F to DIR Contract Number DIR-TSO-4159 Master Lease Agreement identified by the Master Agreement Number specified above (the “Master Agreement”). DIR Contract Number DIR-TSO-4159, This Schedule (which shall be identified by the Schedule Number specified above) and Appendix F, Master Agreement together comprise a Lease between the parties. The terms and conditions of DIR Contract Number DIR-TSO-4159 and Appendix F, the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Appendix F Master Agreement to DIR Contract Number DIR-TSO-4159.

1. **LEASE.**

A. Description of Items of Leased Equipment

Total Cost

B. Initial Term: ____ Months.

2. **RENT:** \$ _____

RENT is payable: ___in advance ___in arrears (check one) ___monthly ___quarterly (check one)
 ___semi-annually ___annually

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. **LATEST COMMENCEMENT DATE:** _____. Lessor’s obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:**

5. **SELLER:**

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee’s appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **ADDITIONAL PROVISIONS:**

A. The following amendments to the Master Agreement are made solely for the purposes of this Schedule:

1) Amend Section 3 to restate the first sentence thereof in its entirety as follows:

“The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee (“Commencement Date”), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month).”

2) Restate the first two sentences of Section 9 in their entirety to read as follows:

“Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

3) Restate the Second sentence of Section 13 to read as follows:

“Upon the expiration, early termination as provided herein, or upon final termination of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall wipe clean or permanently delete all data

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contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment (“Return Condition”), reasonable wear and tear excepted.”

4) Amend Section 18(c) in its entirety to read as follows:

“(c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value (“SLV” as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to (i) all Rent Payments and other amounts due under the applicable Schedule through the date of payment, plus (ii) the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.”

5) Pursuant to Section 13 of the Master Agreement, Lessee shall make the Equipment available for pick-up at the Equipment Location.

8. **FISCAL PERIOD:** [Annual]

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY DIR CONTRACT NUMBER DIR-TSO-4159, THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF DIR CONTRACT NUMBER DIR-TSO-4159, THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF DIR CONTRACT NUMBER DIR-TSO-4159 SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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**MASTER LEASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company (“Lessor”) and _____, an agency, department or political subdivision of the State of _____ (“Lessee”) are parties DIR Contract Number DIR-TSO-4159 Appendix F, Lease Agreement (the “Master Agreement”) and Appendix F-1 Schedule under such Master Agreement (the “Schedule”) identified by the Master Agreement Number and Schedule Number, respectively, specified above. DIR Contract Number DIR-TSO-4159, Appendix F, Master Agreement and Appendix F-1 Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Appendix F, Master Agreement to DIR Contract Number DIR-TSO-4159.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent Payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

[LESSEE]

By: _____

Name and Title: _____

Date: _____