

TEXAS DEPARTMENT OF INFORMATION RESOURCES

CONTRACT NUMBER: DIR-TSO-4160

APPENDIX F-2

MASTER LEASE AGREEMENT SCHEDULE – FAIR MARKET VALUE (FMV)

“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 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-4160, 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-4160, THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF DIR CONTRACT NUMBER DIR-TSO-4160 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: _____

TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT NUMBER: DIR-TSO-4160
APPENDIX F-2
MASTER LEASE AGREEMENT SCHEDULE – FAIR MARKET VALUE (FMV)

Master Agreement Number _____
Schedule Number _____

**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-4160 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-4160, 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-4160.

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: _____