

44	EMC DATA PROTECTION SUITE FOR ARCHIVE	458-000-883	1	N	\$0.00	\$0.00
45	S1 CPTYBDL EM=CA	456-105-181	5	N	\$0.00	\$0.00
46	S1 CPTYBDL MS SP STORMGT PREM=UA	456-105-102	1	N	\$0.00	\$0.00
47	S1 CPTY SP 1 TO 10TB = CA	456-105-944	5	N	\$0.00	\$0.00
48	S1 CPTY FILES 1 TO 10TB = CA	456-105-943	5	N	\$0.00	\$0.00
49	DATA PROT STE ARCHIVE 1-10TB = CA	456-109-015	5	N	\$1,258.46	\$6,292.30
50	PREMIUM SOFTWARE SUPPORT (DD)	M-PRESWDD-M1	1	N	\$0.00	\$0.00
51	EMC S1 EM IMPLEMENTATION: ADD-ON T1	PS-BAS-S1A	2	N	\$1,822.01	\$3,644.02
52	SOURCEONE IMP UPTO 1500U QS	PS-BAS-S1	1	N	\$11,132.37	\$11,132.37
53	REMOTE IMPLEMENTATION FOR SMB BASE SVC	PS-BAS-NWSMBR	1	N	\$2,041.69	\$2,041.69
54	NW REM IMPL FOR SMB VBA ADDON	PS-BAS-NWSMBRVA	1	N	\$1,143.60	\$1,143.60

SubTotal	\$2,643,564.54
Taxable	\$194,899.13
Tax (8.00 %)	\$15,591.93
Shipping	\$0.00

Terms and Conditions

Thank you! We value your business and look forward to working with you.

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Exhibit E: Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VERITY Insurance Services Inc. 1906 W. Garvey Ave. South #108 West Covina, CA 91790	CONTACT NAME:
	PHONE (A/C, No, Ext): 626-956-4048 FAX (A/C, No): 626-956-4050 E-MAIL ADDRESS:
INSURED GOLDEN STAR TECHNOLOGY INC. DBA: GST 12881 166th Street Cerritos, CA 90703	INSURER(S) AFFORDING COVERAGE
	INSURER A : Federal Insurance Company NAIC # 20281
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35835831	01/11/2016	01/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79889648	01/11/2016	01/11/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	71726529	01/11/2016	01/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omission		35835831	01/11/2016	01/11/2017	50000 ded 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All terms and conditions are based upon the actual policy. The General Liability policy form 80-02-2000 includes blanket automatic additional insured that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status. SEE NOTES

CERTIFICATE HOLDER The County of Riverside 4080 Lemon Street Riverside, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE
INSURED'S NAME

COUNTRI
GOLDEN STAR TECHNOLOGY INC.

GOLDE-1
OP ID: AL

PAGE 2
Date 04/12/2016

The County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives, are additional insured under General Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2016

PRODUCER
 PATRICK LAU AGENT (909) 598-1899
 19811 GOLDEN SPRINGS DR, STE 140
 WALNUT, CA 91789

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
 GOLDEN STAR TECHNOLOGY, INC.
 DBA GST
 12881 166TH ST
 CERRITOS, CA 90703

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Auto Insurance Company 25178
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$	
X	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P19 9450-B26-75 089 0635-D06-75	02/26/2016 04/06/2016	02/26/2017 04/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER				SOUTHWEST ORA	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 ADDITIONAL INSURED: THE COUNTY OF RIVERSIDE, ITS AGENCIES, DISTRICTS, SPECIAL DISTRICTS, AND DEPARTMENTS, THEIR RESPECTIVE DIRECTORS, OFFICERS, BOARD OF SUPERVISORS, EMPLOYEES, ELECTED OR APPOINTED OFFICIALS, AGENTS, OR REPRESENTATIVES.

CERTIFICATE HOLDER

THE COUNTY OF RIVERSIDE
 4080 LEMON ST.,
 RIVERSIDE, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 PATRICK LAU, AGENT

Property Schedule to Taxable Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Taxable Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date. The Commencement date of this Property Schedule is May 30, 2016.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments. Lease Term and Lease Payments are per Amortization & Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the Amortization & Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2016.
6. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$2,457,743.28. For Dell Hardware Doc#GSTQ134859-01
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
9. Payment Schedule.

Payment No.	Due Date	Lease Payment	Termination Amount (After Making Payment for said Due Date)
1	1-Aug-2016	491,548.66	N/A
2	1-Aug-2017	491,548.66	N/A
3	1-Aug-2018	491,548.66	1,012,590.22
4	1-Aug-2019	491,548.66	506,295.10
5	1-Aug-2020	491,548.66	0.00
TOTALS:		2,457,743.28	

10. Interest Rate. 0.00%

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By: <i>John J. Benoit</i>
Name:
Title:
Attest: By:
Name:
Title:

ATTEST:
 KEGIA HARPER-JEM, Clerk
 BY: *[Signature]*
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* DATE: 4/17/16
 REALTOR KIPNIS



Golden Star Technology, Inc.
 DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc #	GSTQ134859-01
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

	Terms	Ship Via	Special Ac.			
	Net 30					

Item #	Description	Part #	Qty	Unit Price	Total Price
1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware				N
2	Group #1				N
3	PowerEdge FX2	210-ABUX	6	\$7,084.96	\$42,509.76
4	SubTotal				N \$42,509.76
5	Group #2				N
6	PowerEdge FC630 Server Node	210-ACWK	24	\$15,378.45	\$369,082.80
7	SubTotal				N \$369,082.80
8	Group #3				N
9	Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed	210-AHBX	6	\$1,524.42	\$9,146.52

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		Part #	Qty	UoM	Unit Price	Total
10	SubTotal					\$9,146.52
11	<i>Software & Accessories</i>					
12	1M LC-LC Optical Cable Multimode (Kit)	470-AAZR	4	Y	\$17.90	\$71.60
13	3M LC-LC Optical Cable Multimode (Kit)	470-AAZQ	4	Y	\$18.98	\$75.92
14	Power Cord, IEC C19-C20, 8ft Requires PDU, Customer Install	310-6792	2	Y	\$7.76	\$15.52
15	SubTotal					\$163.04
16	<i>Group #4</i>					
17	Brocade 6510, 48 Port, 16Gb, FC Switch with IO to PSU air, includes Ent Bundle and 48x 16Gb SFPs	225-2640	2	Y	\$83,344.58	\$166,689.16
18	SubTotal					\$166,689.16
19	Dell Compellent Hardware & Drives (DLA111051G)		0	Y	\$0.00	\$0.00
20	SC9000, 256GB Memory	CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
21	SC9000, 4GB Write Cache Card	CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
22	SC9000 Controller	CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
23	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)	DS-SAS12-35-6000X7 K-42X-D	1	Y	\$33,583.14	\$33,583.14
24	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)	DS-SAS12-35-6000X7 K-84X-D	3	Y	\$67,166.28	\$201,498.84
25	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD	DS-SAS-25-3840XSS DRI-M-B	24	Y	\$3,430.62	\$82,334.88
26	SC420, 800GB, SAS, 12Gb, WI SSD	DS-SAS-25-800XSSD WI-B	9	Y	\$3,509.79	\$31,588.11

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Item	Description	Part	Qty	Unit	Unit Price	Total Price
27	SC420 Enclosure Drive Blank, 2.5"	EN-BLNK-SC420-25-B	15	Y	\$2.64	\$39.60
28	Compellent SC280 Enclosure, 3.5", 84-bay	EN-SC280-8435	4	Y	\$3,114.74	\$12,458.96
29	Dell Storage SC420 Enclosure, 2.5", 24-bay	EN-SC420-2425	2	Y	\$1,678.37	\$3,356.74
30	IO, 16Gb FC, 2Port, PCI-E, Full height	IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68
31	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height	IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
32	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)	IO-SAS12X2P-2X2-LP-F	2	Y	\$268.64	\$537.28
33	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2	PA-CBL-12GBSAS-2M-B	2	Y	\$57.98	\$115.96
34	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2	PA-CBL-SAS-.6M-SC2 80-D	4	Y	\$40.38	\$161.52
35	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-SC2 80-D	4	Y	\$49.35	\$197.40
36	LC-LC Optical Cable, 1M	PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
37	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2	PA-PC-2.4M-250V-AM ER-D	4	Y	\$10.56	\$42.24
38	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-B	2	Y	\$10.56	\$21.12
39	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2	PA-PC-2M-F	2	Y	\$10.56	\$21.12
40	SC420 Bezel	PA-SC420-BEZEL	2	Y	\$13.99	\$27.98
41	SC9000 Bezel	PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86
42	Software		0	N	\$0.00	\$0.00
43	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager, Foundations & Reporter, MPIO, Compression, Local Data Protection	SW-CORE-BASE-F	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Unit	Price	Total
44	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
45	SW, Storage Total Feature Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager, Data Progression, Fast Track, Encryption, Dell Storage Manager- Chargeback)		SW-TOTALFEAT-BN DL	1	N	\$31,052.92	\$31,052.92
46	Professional Services			0	N	\$0.00	\$0.00
47	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10
48	ProDeploy Plus Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PDP	4	N	\$1,147.48	\$4,589.92
49	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure		PS-SC4XX2U-PDP	2	N	\$1,147.48	\$2,294.96
50	ProDeploy Plus Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PDP	2	N	\$2,341.34	\$4,682.68
51	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
52	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MT CH	2	N	\$5,050.30	\$10,100.60
53	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTC H	4	N	\$16,786.34	\$67,145.36
54	EN-SC420-2425-MTCH : Support, 24x7, Enclosure, SC420, 2.5", 24-bay		EN-SC420-2425-MTC H	2	N	\$2,751.25	\$5,502.50
55	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
56	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-M TCS	1	N	\$0.00	\$0.00
57	SW-TOTALFEAT-BNDL-MTCS : Support, 24x7, SW, Storage Total Feature Bundle		SW-TOTALFEAT-BN DL-MTCS	1	N	\$50,305.74	\$50,305.74
58	Cold Spares			0	N	\$0.00	\$0.00
59	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD, CUS		DS-SAS-25-3840XSS DRI-M-BSP	1	Y	\$3,430.62	\$3,430.62
60	SC420, 800GB, SAS, 12Gb, WI SSD, CUS		DS-SAS-25-800XSSD WI-BSP	1	Y	\$2,983.32	\$2,983.32

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	Description	MFR	Part#	Qty	U	Unit Price	Total Price
61	SC400, 6TB, SAS, 12Gb, 7K HDD, CUS		DS-SAS-35-6000X7K-BSP	1	Y	\$799.60	\$799.60
62	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	2	Y	\$430.15	\$860.30
63	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	2	Y	\$73.95	\$147.90
64	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	2	Y	\$68.35	\$136.70
65	SubTotal				N		\$591,110.77
66	Dell Compellent Hardware & Drives (DLA111269H)			0	Y	\$0.00	\$0.00
67	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
68	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
69	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
70	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)		DS-SAS12-35-6000X7 K-42X-D	1	Y	\$33,583.14	\$33,583.14
71	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	3	Y	\$67,166.28	\$201,498.84
72	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD		DS-SAS-25-3840XSS DRI-M-B	24	Y	\$3,430.62	\$82,334.88
73	SC420, 800GB, SAS, 12Gb, WI SSD		DS-SAS-25-800XSSD WI-B	9	Y	\$3,509.79	\$31,588.11
74	SC420 Enclosure Drive Blank, 2.5"		EN-BLNK-SC420-25-B	15	Y	\$2.64	\$39.60
75	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	4	Y	\$3,114.74	\$12,458.96
76	Dell Storage SC420 Enclosure, 2.5", 24-bay		EN-SC420-2425	2	Y	\$1,678.37	\$3,356.74
77	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68

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Item	Description	MFR	Part#	Qty		Unit Price	Total Price
78	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
79	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP-F	2	Y	\$268.64	\$537.28
80	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2		PA-CBL-12GBSAS-2M-B	2	Y	\$57.98	\$115.96
81	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-6M-SC2 80-D	4	Y	\$40.38	\$161.52
82	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	4	Y	\$49.35	\$197.40
83	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
84	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	4	Y	\$10.56	\$42.24
85	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2		PA-PC-2M-B	2	Y	\$10.56	\$21.12
86	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
87	SC420 Bezel		PA-SC420-BEZEL	2	Y	\$13.99	\$27.98
88	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86
89	Software			0	N	\$0.00	\$0.00
90	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00
91	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
92	SW, Storage Total Feature Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager, Data Progression, Fast Track, Encryption, Dell Storage Manager- Chargeback)		SW-TOTALFEAT-BN DL	1	N	\$31,052.92	\$31,052.92
93	Professional Services			0	N	\$0.00	\$0.00
94	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10

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Item #	Description	Part #	Qty	Unit	Unit Price	Total Price
95	ProDeploy Plus Dell Storage SC Disk Series 280 5U Exp Enclosure	PS-SC2XX5U-PDP	4	N	\$1,147.48	\$4,589.92
96	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure	PS-SC4XX2U-PDP	2	N	\$1,147.48	\$2,294.96
97	ProDeploy Plus Dell Storage SC Series 9XXX SAN	PS-SC9XXX-PDP	2	N	\$2,341.34	\$4,682.68
98	Copilot Support (CML-HWMTC)		0	N	\$0.00	\$0.00
99	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000	CT-SC9000-BASE-MTCH	2	N	\$5,050.30	\$10,100.60
100	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay	EN-SC280-8435-MTCH	4	N	\$16,786.34	\$67,145.36
101	EN-SC420-2425-MTCH : Support, 24x7, Enclosure, SC420, 2.5", 24-bay	EN-SC420-2425-MTCH	2	N	\$2,751.25	\$5,502.50
102	Support Center (CML-SWMTC)		0	N	\$0.00	\$0.00
103	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core	SW-CORE-BASE-F-MTCS	1	N	\$0.00	\$0.00
104	SW-TOTALFEAT-BNDL-MTCS : Support, 24x7, SW, Storage Total Feature Bundle	SW-TOTALFEAT-BNDL-MTCS	1	N	\$50,305.74	\$50,305.74
105	Cold Spares		0	N	\$0.00	\$0.00
106	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD, CUS	DS-SAS-25-3840XSS DRI-M-BSP	1	Y	\$3,430.62	\$3,430.62
107	SC420, 800GB, SAS, 12Gb, WI SSD, CUS	DS-SAS-25-800XSSD WI-BSP	1	Y	\$2,983.32	\$2,983.32
108	SC400, 6TB, SAS, 12Gb, 7K HDD, CUS	DS-SAS-35-6000X7K-BSP	1	Y	\$799.60	\$799.60
109	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS	IO-SAS6X4S-E2-LP-D SP	2	Y	\$430.15	\$860.30
110	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS	PA-CBL-12GBSAS-4M-BSP	2	Y	\$73.95	\$147.90
111	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS	PA-CBL-SAS-4M-SC2 80-DSP	2	Y	\$68.35	\$136.70

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Item	Description	MFR	Part #	Qty	Unit	Price	Total
112	SubTotal				N		\$591,110.77
113	Dell Compellent Hardware & Drives (ADDITION)			0	Y	\$0.00	\$0.00
114	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
115	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
116	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
117	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	5	Y	\$67,166.28	\$335,831.40
118	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	5	Y	\$3,114.74	\$15,573.70
119	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68
120	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
121	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP -F	2	Y	\$268.64	\$537.28
122	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-6M-SC2 80-D	1	Y	\$40.38	\$40.38
123	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	3	Y	\$49.35	\$148.05
124	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2		PA-CBL-SAS-4M-SC2 80-D	2	Y	\$68.81	\$137.62
125	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
126	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	5	Y	\$10.56	\$52.80
127	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
128	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86

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Item #	Description	Part #	Qty	Unit	Price	Total
129	Software		0	N	\$0.00	\$0.00
130	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection	SW-CORE-BASE-F	1	N	\$0.00	\$0.00
131	Storage Center Drive License (one license per drive)	SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
132	SW, Storage Protection Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager)	SW-PROTECTION-BNDL	1	N	\$19,125.75	\$19,125.75
133	Professional Services		0	N	\$0.00	\$0.00
134	Copilot Optimize, Compellent Additional License	CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10
135	ProDeploy Add-On: Add or Upgrade Storage Hardware Component (Requires ProDeploy)	PS-PDADDHC	1	N	\$554.39	\$554.39
136	ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)	PS-PDADDRP	1	N	\$415.65	\$415.65
137	ProDeploy Dell Storage SC Disk Series 280 5U Exp Enclosure	PS-SC2XX5U-PD	5	N	\$693.05	\$3,465.25
138	ProDeploy Dell Storage SC Series 9XXX SAN	PS-SC9XXX-PD	2	N	\$1,386.57	\$2,773.14
139	Copilot Support (CML-HWMTC)		0	N	\$0.00	\$0.00
140	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000	CT-SC9000-BASE-MTCH	2	N	\$5,050.30	\$10,100.60
141	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay	EN-SC280-8435-MTCH	5	N	\$16,786.34	\$83,931.70
142	Support Center (CML-SWMTC)		0	N	\$0.00	\$0.00
143	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core	SW-CORE-BASE-F-MTCS	1	N	\$0.00	\$0.00
144	SW-PROTECTION-BNDL-MTCS : Support, 24x7, SW, Storage Protection Bundle	SW-PROTECTION-BNDL-MTCS	1	N	\$31,209.30	\$31,209.30
145	Cold Spares		0	N	\$0.00	\$0.00

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		MFR	Part	Qty	U	U	Total
146	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	4	Y	\$430.15	\$1,720.60
147	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	4	Y	\$73.95	\$295.80
148	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	4	Y	\$68.35	\$273.40
149	SubTotal				N		\$547,300.69

SubTotal	\$2,317,113.51
Taxable	\$1,757,872.07
Tax (8.00 %)	\$140,629.77
Shipping	\$0.00
Total	

Terms and Conditions **Thank you! We value your business and look forward to working with you.**

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ADDITIONAL PROPERTY SCHEDULE DOCUMENTS
TO BE APPROVED BUT NOT SIGNED AT THIS TIME

FORM APPROVED COUNTY COUNSEL
BY Neal R. Kipnis 4/19/16
NEAL R. KIPNIS DATE

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FRANCINE NEVILLE
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4054

- **Taxable Lease Purchase Agreement** – Execute signature block at the top of the first page.
- **Addendum/Amendment to Taxable Lease Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution. The witness/attestor will execute the signature block below the Lessee's signature block at the bottom right of the page.
- **Property Schedule** - Execute signature block at the bottom of the page.
- **Property Description – Exhibit A** - Execute signature block at the bottom of the page.
- **Acceptance Certificate and Bank Qualification– Exhibit B.** 1) If the transaction can be designated as a "bank qualified" transaction – one where the Lessee reasonably anticipates not issuing more than \$10 million in Taxable obligations in a calendar year – then you should initial the line under item #2; 2) The date that all Property is delivered, installed and accepted is the date that should be placed on the "DATE" line; and 3) Execute signature block at the bottom of the page.
- **Lessee's Counsel's Opinion – Exhibit C.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit D.** Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit E.** This is for the vendor payment information. If more than one vendor is being paid please make copies of this exhibit and fill out as many as are needed.
 - **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.

Taxable Lease/Purchase Agreement, Dated May 30, 2016

Accepted by Lessor: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") 13010 SW 68th Parkway, Suite 100 Portland, OR 97223
By:
Name:
Title:
Telephone:

Agreed to by Lessee: County of Riverside ("Lessee") 3450 14th Street Riverside, CA 92501
By:
Name:
Title:
Telephone:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Taxable Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the commencement date of the Property by Lessee and continue for the time period set forth in the Property Schedule subject to extension as provided in the Abatement Section. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status. At its own expense, Lessee shall maintain rental interruption insurance with respect to the Property in an amount equal to the principal component of Lease Payments due during the forthcoming two years. Lessee may not self-insure with respect to rental interruption insurance. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under the Lease with respect to which the rental interruption occurred. The insurance policy, notices and loss payee shall otherwise be in accordance with the provisions above related to casualty insurance.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee'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. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request

funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee 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 Property, including, but not limited to, the possession, ownership, lease, and use or operation thereof, except that Lessee 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 Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

ABATEMENT: (a) During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Property, there is substantial interference with the beneficial use and enjoyment by Lessee of such Property, the Rental Payments due under this Agreement shall be abated in the same proportion (including in whole) that the portion of such Property that is unavailable for Lessee's beneficial use and enjoyment bears to all of the Property. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's beneficial use and enjoyment of any Property and the portion of the Property that is unavailable. Abatement of Rental Payments pursuant to this Section shall not be deemed to be an Event of Default. (b) The amount of Rental Payments abated under this Agreement shall be such that the remaining Rental Payment obligation for each rental period represents fair consideration for the beneficial use and enjoyment of the portions of the Property that are not affected by such interference. Such abatement shall commence on the date that Lessee's beneficial use and enjoyment of the affected Property is restricted because of such interference and end on the earlier of (i) the date on which the beneficial use and enjoyment thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Property, (y) uses the proceeds of insurance or condemnation award to pay the applicable Prepayment Price therefore or (z) uses legally available funds to pay the applicable Prepayment Price therefor if no insurance proceeds or condemnation award are available for purposes of the foregoing clause (y); *provided, however*, that the Lease Term of the respective Lease shall automatically be extended for the period of such abatement of the obligation to make Rental Payments and maybe further extended successively for any additional extended lease term as a result of the occurrence of any subsequent abatement event. (c) The terms and conditions during any extended lease term under this Agreement shall be the same as the terms and conditions during the original Lease Term, except that (i) the then unpaid aggregate principal component under this Agreement shall be amortized at the applicable interest rate on a level debt service basis over a period equal to the duration of the then remainder of such original Lease Term and such extended lease term and with Rental Payments payable on each rental payment date provided in the Payment Schedule, including the same dates during such extended leases term; (ii) Lessor shall prepare, and Lessor and Lessee shall execute and deliver, a revised Payment Schedule to reflect the extended lease term. (d) Notwithstanding any such interference with Lessee's beneficial use and enjoyment of a portion of the Property, this Agreement shall continue in full force and effect with respect to any remaining Property hereunder. Lessee hereby waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Property hereunder. (e) In the event of damage to or destruction of all or a portion of the Property due to earthquake or other uninsured casualty, promptly after the occurrence of such event, the County Executive Officer or his designee may use his/her best efforts to bring forward a recommendation for Board of Supervisors consideration to substitute and add additional Property hereunder other real or personal property of Lessee that is unimpaired and unencumbered, the fair rental value of which shall be at least equal to the Rental Payments due during each fiscal year for the remainder of the Lease Term, provided that any such addition and substitution shall be subject to the approval of the Board of Supervisors of Lessee. (f) Abatement as provided in this section shall not be deemed an event of default.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder provided, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; provided further, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be

allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise. Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

ADDENDUM (SOFTWARE)

Taxable Lease Purchase Agreement

THIS ADDENDUM, which is entered into as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule"), pursuant to the Taxable Lease Purchase Agreement, dated as of May 30, 2016, between Lessor and Lessee (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

With respect to the Property under the Property Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor ("Licensor") identified on the Property Schedule of certain software (the "Licensed Software") and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services"), all as further described in the software license agreement identified on the Property Schedule ("License Agreement"). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Property Schedule ("Fees") are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee's obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain lease payments, which are included in the Lease Payments set forth on the Property Schedule. The Licensed Software and Services are collectively referred to herein as the "Financed Items." The Property Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee's rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee's obligations to Lessor of every kind or nature under the Property Schedule. References to "Property" in the Agreement, Property Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Agreement and the Addendum. All of Lessee's obligations under the Property Schedule with respect to Property shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee's rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Property Schedule and Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS UNDER THE PROPERTY SCHEDULE AND AGREEMENT.

4. Upon payment of all amounts due under the Property Schedule in accordance with the Agreement or upon the prepayment of the Property Schedule in accordance with the Agreement and Property Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Property Schedule or Agreement shall terminate.

5. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

6. The following shall consist of an Event of Default as defined in the Agreement: (e) failure on the part of Lessee to promptly perform in complete accordance with its representations, warranties and covenants made in the License Agreement; (f) a default by Lessee under the provisions of the License Agreement; or (g) any termination of the License Agreement.

7. The following shall consist of additional remedies under the Agreement: (e) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor's option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any

third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (f) Lessor shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (e), above; (g) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

8. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Property Schedule or to Lessee's obligations under the Property Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Property Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Property Schedule with respect to said Licensed Software and/or Services.

9. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Agreement or Property Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT A

Property Description

Vendor Name: Golden Star Technology, Inc. DBA: GST
Street Address: 1337 Walker Lane
City, State, Zip Code: Corona, CA 92879

Property:

Property as described in Golden Star Technology, Inc.'s Quote No. _____, dated / _____ 2016, incorporated herein by this reference.

Lessee: County of Riverside
By:
Name:
Title:

EXHIBIT B
Certificate of Acceptance to Taxable Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. 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, PROPERTY 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.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: County of Riverside
By:
Name:
Title:

EXHIBIT C

Lessee's Counsel's Opinion

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

U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

County of Riverside ("Lessee")
3450 14th Street
Riverside, CA 92501

RE: Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside

Ladies and Gentlemen:

We have acted as counsel to County of Riverside ("Lessee"), in connection with the Taxable Lease/Purchase Agreement, and Property Schedule dated as of May 30, 2016, between County of Riverside, as Lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor, 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. Lessee is a political subdivision of the State, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee 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 Lessee and constitutes legal, valid and binding obligations of Lessee, enforceable against Lessee 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 Lessee, 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 Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (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 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: _____

EXHIBIT D

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)

of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Taxable Lease/Purchase Agreement (the "Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were 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 the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (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 Lessee, if any, and the laws of the State.

3. 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 Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee 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 Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

County of Riverside

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT E

Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee: County of Riverside
By:
Name:
Title:

Notification of Tax Treatment to Taxable Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Taxable Lease/Purchase Agreement dated as of May 30, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: County of Riverside
By:
Name:
Title:

Property Schedule to Taxable Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Taxable Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date. The Commencement date of this Property Schedule is May 30, 2016.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments. Lease Term and Lease Payments are per Amortization & Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the Amortization & Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2016.
6. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$2,659,156.47. For EMC Enterprise Backup System Doc# GSTQ136234.
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
9. Payment Schedule.

Payment No.	Due Date	Lease Payment	Termination Amount (After Making Payment for said Due Date)
1	1-Aug-2016	531,831.29	N/A
2	1-Aug-2017	531,831.29	N/A
3	1-Aug-2018	531,831.29	1,095,572.47
4	1-Aug-2019	531,831.29	547,786.24
5	1-Aug-2020	531,831.29	0.00
TOTALS:		2,659,156.47	

10. Interest Rate. 0.00%

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By:
Name:
Title:

FORM APPROVED COUNTY COUNSEL
 BY: *TEAL R KIPNIS* DATE: *9/1/16*

Attest:
By:
Name:
Title:



Golden Star Technology, Inc.
DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc # GSTQ136234	
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

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Net 30

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1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware						N
2	EMC Data Domain						N
3	SYSTEM DD9500 256GB NFS CIFS	DD9500	1	Y	\$0.00		\$0.00
4	SYS DD9500 CTL 256GB NFS CIFS	DD9500-CTL	1	Y	\$73,115.71		\$73,115.71
5	OPTION FIELD INSTALL KIT DD9500	C-FLDIN9500	1	Y	\$0.00		\$0.00
6	OPT DS60 SHELF 60X4TB SAS HD	C-DS60-4-240S	2	Y	\$52,689.07		\$105,378.14
7	OPT DS60 SHELF 15X4TB SAS HD	C-DS60-4-60S	1	Y	\$14,113.52		\$14,113.52
8	OPTION DD 10GBASE T IO MOD 4PT	C-10GBTM4P	1	Y	\$1,043.70		\$1,043.70
9	DD 16GBIT FC IO MOD LC 2PORT OPTION	C-16GFC-M2P	1	Y	\$1,248.06		\$1,248.06

Terms and Conditions

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LINE	DESCRIPTION	MFR	PART	QTY	UNIT	PRICE	TOTAL
10	PREMIUM SYSTEM SUP (DD)		M-PREHWD-H1	1	N	\$106,092.97	\$106,092.97
11	DOCS,DD OS DOC,A4		DDOS-DOC-A4N	1	N	\$0.00	\$0.00
12	LIC BASE DD OE DD9500=IA		L-DDOE-DD9500	1	N	\$4,160.22	\$4,160.22
13	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$851,481.19	\$851,481.19
14	LIC DD OE PER TB HI CAP ACT=CB		L-DDOE-HICAP-ACT	540	N	\$301.62	\$162,874.80
15	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$2,291.54	\$2,291.54
16	LIC BOOST DD9500=IA		L-BST-9500	1	N	\$9,360.47	\$9,360.47
17	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$89,714.54	\$89,714.54
18	LIC VTL IBM IOS DD9500=IA		L-VTL-9500F	1	N	\$14,976.77	\$14,976.77
19	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$8,437.22	\$8,437.22
20	IMPL DATA DOMAIN BASE		PS-BAS-DDIB	1	N	\$6,097.18	\$6,097.18
21	DD DDR W/ 1 TO 6 SHELVES		PS-BAS-DD06	1	N	\$3,219.21	\$3,219.21
22	IMPL DD BOOST W/ IBM ISERIES QS		PS-BAS-DDIBMI	1	N	\$1,402.04	\$1,402.04
23	DATA DOMAIN BACKUP TARGET		ADS-OPT-DD-CF	1	N	\$0.00	\$0.00
24	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$13,499.58	\$13,499.58
25	EMC DATA PROTECTION SUITE FOR BACKUP		458-000-882	1	N	\$0.00	\$0.00
26	DPS FOR BU DP SEARCH ENABLER=CA		456-107-280	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	UoM	Unit Price	Total Price
27	EMC BACKUP SUITE DPA ENABLER-B=CB		456-106-112	1	N	\$0.00	\$0.00
28	BACKUP AND RECOVERY MANAGER AVAMAR		456-103-950	1	N	\$0.00	\$0.00
29	EMC BACKUP SUITE AVAMAR ENABLER=CA		456-104-247	1	N	\$0.00	\$0.00
30	DPS FOR BU DDBOOST FOR APPS ENABLER=CA		456-106-406	1	N	\$0.00	\$0.00
31	BACKUP AND RECOVERY MANAGER - NETWORKER		456-103-951	1	N	\$0.00	\$0.00
32	NW SOURCE CAP DATA ZONE ENABLER=IA		456-103-178	5	N	\$0.00	\$0.00
33	DATA PROT STE B/U 401-600TB=CA		456-104-148	500	N	\$1,480.84	\$740,420.00
34	CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA		456-110-556	1	N	\$0.00	\$0.00
35	CLOUDBOOST V2 CLIENT FOR DPS ENABLER=CA		456-110-557	1	N	\$0.00	\$0.00
36	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$7,925.26	\$7,925.26
37	NETWORKER BASIC QUICKSTART		PS-BAS-NW	1	N	\$6,331.82	\$6,331.82
38	BRS SOL ARCHITECT 4 HR QS		PS-BAS-SABRS	2	N	\$1,270.27	\$2,540.54
39	3M RESIDENCY FOR DATA PROTECT OPS		PS-ZN2B-DPOPRES3 M	4	N	\$98,396.52	\$393,586.08
40	S1 CPCTY BDL CTA-VE		S1-CTA-VE-CF	1	N	\$0.00	\$0.00
41	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
42	S1 CPCTY BDL CTA-VE-HA		S1-CTA-VE-HA-CF	1	N	\$0.00	\$0.00
43	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00

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Item #	Description	Part #	Qty	Unit	Price	Total Price
44	EMC DATA PROTECTION SUITE FOR ARCHIVE	458-000-883	1	N	\$0.00	\$0.00
45	S1 CPTYBDL EM=CA	456-105-181	5	N	\$0.00	\$0.00
46	S1 CPTYBDL MS SP STORMGT PREM=UA	456-105-102	1	N	\$0.00	\$0.00
47	S1 CPTY SP 1 TO 10TB = CA	456-105-944	5	N	\$0.00	\$0.00
48	S1 CPTY FILES 1 TO 10TB = CA	456-105-943	5	N	\$0.00	\$0.00
49	DATA PROT STE ARCHIVE 1-10TB = CA	456-109-015	5	N	\$1,258.46	\$6,292.30
50	PREMIUM SOFTWARE SUPPORT (DD)	M-PRESWDD-M1	1	N	\$0.00	\$0.00
51	EMC S1 EM IMPLEMENTATION: ADD-ON T1	PS-BAS-S1A	2	N	\$1,822.01	\$3,644.02
52	SOURCEONE IMP UPTO 1500U QS	PS-BAS-S1	1	N	\$11,132.37	\$11,132.37
53	REMOTE IMPLEMENTATION FOR SMB BASE SVC	PS-BAS-NWSMBR	1	N	\$2,041.69	\$2,041.69
54	NW REM IMPL FOR SMB VBA ADDON	PS-BAS-NWSMBRVB A	1	N	\$1,143.60	\$1,143.60

SubTotal	\$2,643,564.54
Taxable	\$194,899.13
Tax (8.00 %)	\$15,591.93
Shipping	\$0.00

Thank you! We value your business and look forward to working with you.
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ADDITIONAL PROPERTY SCHEDULE DOCUMENTS
TO BE APPROVED BUT NOT SIGNED AT THIS TIME

FORMAL APPROVED COUNTY COUNSEL
BY Neal R. Kipnis 4/18/16
NEAL R. KIPNIS DATE

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FRANCINE NEVILLE
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4054

- **Taxable Lease Purchase Agreement** – Execute signature block at the top of the first page.
- **Addendum/Amendment to Taxable Lease Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution. The witness/attestor will execute the signature block below the Lessee's signature block at the bottom right of the page.
- **Property Schedule** - Execute signature block at the bottom of the page.
- **Property Description – Exhibit A** - Execute signature block at the bottom of the page.
- **Acceptance Certificate and Bank Qualification– Exhibit B.** 1) If the transaction can be designated as a "bank qualified" transaction – one where the Lessee reasonably anticipates not issuing more than \$10 million in Taxable obligations in a calendar year – then you should initial the line under item #2; 2) The date that all Property is delivered, installed and accepted is the date that should be placed on the "DATE" line; and 3) Execute signature block at the bottom of the page.
- **Lessee's Counsel's Opinion – Exhibit C.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit D.** Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit E.** This is for the vendor payment information. If more than one vendor is being paid please make copies of this exhibit and fill out as many as are needed.
 - **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.

ATTEST:
 KEGIA HARPER-IHEM, Clerk
 BY: *[Signature]*
 DEPUTY

Taxable Lease/Purchase Agreement, Dated May 30, 2016

Accepted by Lessor:
 U.S. Bancorp Government Leasing and Finance, Inc.
 (the "Lessor")
 13010 SW 68th Parkway, Suite 100
 Portland, OR 97223

By: *[Signature]*

Name: **Francine Neville**
 Title: **Documentation Specialist**

Telephone: **303.585.4054**

Agreed to by Lessee:
 County of Riverside ("Lessee")
 3450 14th Street
 Riverside, CA 92501

By: *[Signature]*

Name: **JOHN J. BENOIT**
 Title: **CHAIRMAN, BOARD OF SUPERVISORS**

Telephone:

COUNTY OF RIVERSIDE
 BY: *[Signature]* DATE

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Taxable Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the commencement date of the Property by Lessee and continue for the time period set forth in the Property Schedule subject to extension as provided in the Abatement Section. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status. At its own expense, Lessee shall maintain rental interruption insurance with respect to the Property in an amount equal to the principal component of Lease Payments due during the forthcoming two years. Lessee may not self-insure with respect to rental interruption insurance. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under the Lease with respect to which the rental interruption occurred. The insurance policy, notices and loss payee shall otherwise be in accordance with the the provisions above related to casualty insurance.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee'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. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request

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 3-24
 2016-0-132254

funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee 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 Property, including, but not limited to, the possession, ownership, lease, and use or operation thereof, except that Lessee 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 Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

ABATEMENT: (a) During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Property, there is substantial interference with the beneficial use and enjoyment by Lessee of such Property, the Rental Payments due under this Agreement shall be abated in the same proportion (including in whole) that the portion of such Property that is unavailable for Lessee's beneficial use and enjoyment bears to all of the Property. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's beneficial use and enjoyment of any Property and the portion of the Property that is unavailable. Abatement of Rental Payments pursuant to this Section shall not be deemed to be an Event of Default. (b) The amount of Rental Payments abated under this Agreement shall be such that the remaining Rental Payment obligation for each rental period represents fair consideration for the beneficial use and enjoyment of the portions of the Property that are not affected by such interference. Such abatement shall commence on the date that Lessee's beneficial use and enjoyment of the affected Property is restricted because of such interference and end on the earlier of (i) the date on which the beneficial use and enjoyment thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Property, (y) uses the proceeds of insurance or condemnation award to pay the applicable Prepayment Price therefore or (z) uses legally available funds to pay the applicable Prepayment Price therefore if no insurance proceeds or condemnation award are available for purposes of the foregoing clause (y); *provided, however*, that the Lease Term of the respective Lease shall automatically be extended for the period of such abatement of the obligation to make Rental Payments and maybe further extended successively for any additional extended lease term as a result of the occurrence of any subsequent abatement event. (c) The terms and conditions during any extended lease term under this Agreement shall be the same as the terms and conditions during the original Lease Term, except that (i) the then unpaid aggregate principal component under this Agreement shall be amortized at the applicable interest rate on a level debt service basis over a period equal to the duration of the then remainder of such original Lease Term and such extended lease term and with Rental Payments payable on each rental payment date provided in the Payment Schedule, including the same dates during such extended lease term; (ii) Lessor shall prepare, and Lessor and Lessee shall execute and deliver, a revised Payment Schedule to reflect the extended lease term. (d) Notwithstanding any such interference with Lessee's beneficial use and enjoyment of a portion of the Property, this Agreement shall continue in full force and effect with respect to any remaining Property hereunder. Lessee hereby waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Property hereunder. (e) In the event of damage to or destruction of all or a portion of the Property due to earthquake or other uninsured casualty, promptly after the occurrence of such event, the County Executive Officer or his designee may use his/her best efforts to bring forward a recommendation for Board of Supervisors consideration to substitute and add additional Property hereunder other real or personal property of Lessee that is unimpaired and unencumbered, the fair rental value of which shall be at least equal to the Rental Payments due during each fiscal year for the remainder of the Lease Term, provided that any such addition and substitution shall be subject to the approval of the Board of Supervisors of Lessee. (f) Abatement as provided in this section shall not be deemed an event of default.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder provided, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; provided further, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be

allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise. Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

ADDENDUM (SOFTWARE) Taxable Lease Purchase Agreement

THIS ADDENDUM, which is entered into as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule"), pursuant to the Taxable Lease Purchase Agreement, dated as of May 30, 2016, between Lessor and Lessee (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

With respect to the Property under the Property Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor ("Licensor") identified on the Property Schedule of certain software (the "Licensed Software") and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services"), all as further described in the software license agreement identified on the Property Schedule ("License Agreement"). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Property Schedule ("Fees") are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee's obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain lease payments, which are included in the Lease Payments set forth on the Property Schedule. The Licensed Software and Services are collectively referred to herein as the "Financed Items." The Property Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee's rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee's obligations to Lessor of every kind or nature under the Property Schedule. References to "Property" in the Agreement, Property Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Agreement and the Addendum. All of Lessee's obligations under the Property Schedule with respect to Property shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee's rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Property Schedule and Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. **IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS UNDER THE PROPERTY SCHEDULE AND AGREEMENT.**

4. Upon payment of all amounts due under the Property Schedule in accordance with the Agreement or upon the prepayment of the Property Schedule in accordance with the Agreement and Property Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Property Schedule or Agreement shall terminate.

5. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. **LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

6. The following shall consist of an Event of Default as defined in the Agreement: (e) failure on the part of Lessee to promptly perform in complete accordance with its representations, warranties and covenants made in the License Agreement; (f) a default by Lessee under the provisions of the License Agreement; or (g) any termination of the License Agreement.

7. The following shall consist of additional remedies under the Agreement: (e) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor's option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any

third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (f) Lessor shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (e), above; (g) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

8. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Property Schedule or to Lessee's obligations under the Property Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Property Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Property Schedule with respect to said Licensed Software and/or Services.

9. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Agreement or Property Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	
By:	<i>Francine Neville</i>
Name:	Francine Neville
Title:	Documentation Specialist

Lessee: County of Riverside	
By:	<i>John J. Benoit</i>
Name:	JOHN J. BENOIT
Title:	CHAIRMAN, BOARD OF SUPERVISORS

Attest:	ATTEST:
By:	KECIA HARPER IHEM, Clerk
Name:	<i>Kecia Harper IHem</i> DEPUTY
Title:	

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
NEAL R. KIPNIS DATE: **5/13/18**

Property Schedule to Taxable Lease/Purchase Agreement

This Property Schedule is entered into pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Taxable Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date. The Commencement date of this Property Schedule is May 30, 2016.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments. Lease Term and Lease Payments are per Amortization & Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the Amortization & Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2016.
6. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$2,659,156.47. For EMC Enterprise Backup System Doc# GSTQ136234.
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
9. Payment Schedule.

Payment No.	Due Date	Lease Payment	Termination Amount (After Making Payment for said Due Date)
1	1-Aug-2016	531,831.29	N/A
2	1-Aug-2017	531,831.29	N/A
3	1-Aug-2018	531,831.29	1,095,572.47
4	1-Aug-2019	531,831.29	547,786.24
5	1-Aug-2020	531,831.29	0.00
TOTALS:		2,659,156.47	

10. Interest Rate. 0.00%

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	
By:	<i>Francine Neville</i>
Name:	Francine Neville
Title:	Documentation Specialist

Lessee: County of Riverside	
By:	<i>John J. Bennett</i>
Name:	
Title:	

FORMAL APPROVED COUNTY COUNSEL
 BY *Alfred Kipnis* DATE *6/1/16*
 ALFRED KIPNIS

Attest:	
By:	<i>[Signature]</i>
Name:	
Title:	

ATTEST:
 KEENA HARPER-HEM, Clerk
 DEPUTY



Golden Star Technology, Inc.
 DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc # GSTQ136234	
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

P.O. Number	Terms	Ship Via	Carrier Account #
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Net 30

Item	Description	MER	Part #	Qty	Tax	U. Price	Total
1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware						N
2	EMC Data Domain						N
3	SYSTEM DD9500 256GB NFS CIFS		DD9500	1	Y	\$0.00	\$0.00
4	SYS DD9500 CTL 256GB NFS CIFS		DD9500-CTL	1	Y	\$73,115.71	\$73,115.71
5	OPTION FIELD INSTALL KIT DD9500		C-FLDIN9500	1	Y	\$0.00	\$0.00
6	OPT DS60 SHELF 60X4TB SAS HD		C-DS60-4-240S	2	Y	\$52,689.07	\$105,378.14
7	OPT DS60 SHELF 15X4TB SAS HD		C-DS60-4-60S	1	Y	\$14,113.52	\$14,113.52
8	OPTION DD 10GBASE T IO MOD 4PT		C-10GBTM4P	1	Y	\$1,043.70	\$1,043.70
9	DD 16GBIT FC IO MOD LC 2PORT OPTION		C-16GFC-M2P	1	Y	\$1,248.06	\$1,248.06

Terms and Conditions

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
10	PREMIUM SYSTEM SUP (DD)		M-PREHWDD-H1	1	N	\$106,092.97	\$106,092.97
11	DOCS,DD OS DOC,A4		DDOS-DOC-A4N	1	N	\$0.00	\$0.00
12	LIC BASE DD OE DD9500=IA		L-DDOE-DD9500	1	N	\$4,160.22	\$4,160.22
13	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$851,481.19	\$851,481.19
14	LIC DD OE PER TB HI CAP ACT=CB		L-DDOE-HICAP-ACT	540	N	\$301.62	\$162,874.80
15	PREMIUM SW SUP (DD)		M-PRESWDD-H1	1	N	\$2,291.54	\$2,291.54
16	LIC BOOST DD9500=IA		L-BST-9500	1	N	\$9,360.47	\$9,360.47
17	PREMIUM SW SUP (DD)		M-PRESWDD-H1	1	N	\$89,714.54	\$89,714.54
18	LIC VTL IBM IOS DD9500=IA		L-VTL-9500F	1	N	\$14,976.77	\$14,976.77
19	PREMIUM SW SUP (DD)		M-PRESWDD-H1	1	N	\$8,437.22	\$8,437.22
20	IMPL DATA DOMAIN BASE		PS-BAS-DDIB	1	N	\$6,097.18	\$6,097.18
21	DD DDR W/ 1 TO 6 SHELVES		PS-BAS-DD06	1	N	\$3,219.21	\$3,219.21
22	IMPL DD BOOST W/ IBM ISERIES QS		PS-BAS-DDIBMI	1	N	\$1,402.04	\$1,402.04
23	DATA DOMAIN BACKUP TARGET		ADS-OPT-DD-CF	1	N	\$0.00	\$0.00
24	PREMIUM SW SUP (DD)		M-PRESWDD-H1	1	N	\$13,499.58	\$13,499.58
25	EMC DATA PROTECTION SUITE FOR BACKUP		458-000-882	1	N	\$0.00	\$0.00
26	DPS FOR BU DP SEARCH ENABLER=CA		456-107-280	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
27	EMC BACKUP SUITE DPA ENABLER-B=CB		456-106-112	1	N	\$0.00	\$0.00
28	BACKUP AND RECOVERY MANAGER AVAMAR		456-103-950	1	N	\$0.00	\$0.00
29	EMC BACKUP SUITE AVAMAR ENABLER=CA		456-104-247	1	N	\$0.00	\$0.00
30	DPS FOR BU DDBOOST FOR APPS ENABLER=CA		456-106-406	1	N	\$0.00	\$0.00
31	BACKUP AND RECOVERY MANAGER - NETWORKER		456-103-951	1	N	\$0.00	\$0.00
32	NW SOURCE CAP DATA ZONE ENABLER=IA		456-103-178	5	N	\$0.00	\$0.00
33	DATA PROT STE B/U 401-600TB=CA		456-104-148	500	N	\$1,480.84	\$740,420.00
34	CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA		456-110-556	1	N	\$0.00	\$0.00
35	CLOUDBOOST V2 CLIENT FOR DPS ENABLER=CA		456-110-557	1	N	\$0.00	\$0.00
36	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$7,925.26	\$7,925.26
37	NETWORKER BASIC QUICKSTART		PS-BAS-NW	1	N	\$6,331.82	\$6,331.82
38	BRS SOL ARCHITECT 4 HR QS		PS-BAS-SABRS	2	N	\$1,270.27	\$2,540.54
39	3M RESIDENCY FOR DATA PROTECT OPS		PS-ZN2B-DPOPRES3 M	4	N	\$98,396.52	\$393,586.08
40	S1 CPCTY BDL CTA-VE		S1-CTA-VE-CF	1	N	\$0.00	\$0.00
41	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
42	S1 CPCTY BDL CTA-VE-HA		S1-CTA-VE-HA-CF	1	N	\$0.00	\$0.00
43	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00

Terms and Conditions

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
44	EMC DATA PROTECTION SUITE FOR ARCHIVE		458-000-883	1	N	\$0.00	\$0.00
45	S1 CPTYBDL EM=CA		456-105-181	5	N	\$0.00	\$0.00
46	S1 CPTYBDL MS SP STORMGT PREM=UA		456-105-102	1	N	\$0.00	\$0.00
47	S1 CPTY SP 1 TO 10TB = CA		456-105-944	5	N	\$0.00	\$0.00
48	S1 CPTY FILES 1 TO 10TB = CA		456-105-943	5	N	\$0.00	\$0.00
49	DATA PROT STE ARCHIVE 1-10TB = CA		456-109-015	5	N	\$1,258.46	\$6,292.30
50	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
51	EMC S1 EM IMPLEMENTATION: ADD-ON T1		PS-BAS-S1A	2	N	\$1,822.01	\$3,644.02
52	SOURCEONE IMP UPTO 1500U QS		PS-BAS-S1	1	N	\$11,132.37	\$11,132.37
53	REMOTE IMPLEMENTATION FOR SMB BASE SVC		PS-BAS-NWSMBR	1	N	\$2,041.69	\$2,041.69
54	NW REM IMPL FOR SMB VBA ADDON		PS-BAS-NWSMBRVB A	1	N	\$1,143.60	\$1,143.60

SubTotal	\$2,643,564.54
Taxable	\$194,899.13
Tax (8.00 %)	\$15,591.93
Shipping	\$0.00
Total	\$2,659,156.47

Terms and Conditions

Thank you! We value your business and look forward to working with you.
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EXHIBIT A

Property Description

Vendor Name: Golden Star Technology, Inc. DBA: GST
Street Address: 1337 Walker Lane
City, State, Zip Code: Corona, CA 92879

Property:

Property as described in Golden Star Technology, Inc.'s Quote No. GSTQ136234, dated April 13, 2016, incorporated herein by this reference.

Lessee: County of Riverside
By: 
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

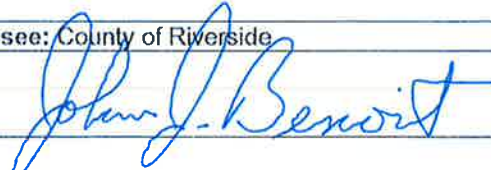
FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 5/3/16

EXHIBIT B
Certificate of Acceptance to Taxable Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. **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, PROPERTY 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.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: County of Riverside
By: 
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 6/3/16
NEAL R. KIPNIS

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

EXHIBIT C

Lessee's Counsel's Opinion

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

U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

County of Riverside ("Lessee")
3450 14th Street
Riverside, CA 92501

RE: Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside

Ladies and Gentlemen:

We have acted as counsel to County of Riverside ("Lessee"), in connection with the Taxable Lease/Purchase Agreement, and Property Schedule dated as of May 30, 2016, between County of Riverside, as Lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor, 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. Lessee is a political subdivision of the State, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee 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 Lessee and constitutes legal, valid and binding obligations of Lessee, enforceable against Lessee 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 Lessee, 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 Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (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 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,


 ORIGINAL APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE 5/13/16

By: _____

Letter to be provided.

EXHIBIT D

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Property Schedule to the Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting _____ (Title of Person to Execute Lease/Purchase Agreement) of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Taxable Lease/Purchase Agreement (the "Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were 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 the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (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 Lessee, if any, and the laws of the State.

3. 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 Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee 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 Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

County of Riverside

By John J. Benoit
Signature of Person to Execute Lease/Purchase Agreement

JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis Print Name and Title of Person to Execute Lease/Purchase Agreement

NEAL R. KIPNIS DATE: 5/31/16

ATTEST:
KECIA HARPER-HEMLOCK
DEPUTY

CLERK OF BOARD
TO SIGN

INCUMBENCY CERTIFICATE

Re: **Property Schedule to the Taxable Lease/Purchase Agreement** dated as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

John J. Benoit
(Signature of Person to Execute Lease/Purchase Agreement)

JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

Kellie Baston, deputy for
Secretary/Clerk

Print Name and Title: KECIA HARPER IHEM
CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE 5/3/16
NEAL R. KIPNIS DATE

EXHIBIT E

Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

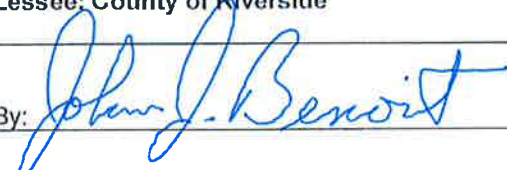
Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee: County of Riverside	
By:	
Name:	JOHN J. BENOIT
Title:	CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
KECIA HAPPER-IHEM, Clerk
By:  DEPUTY

FORM APPROVED COUNTY COUNSEL

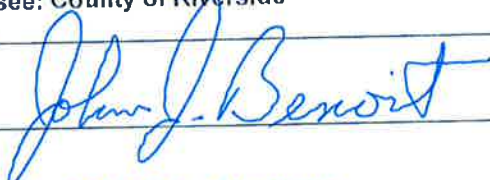
BY:  DATE

Notification of Tax Treatment to Taxable Lease/Purchase Agreement

This Notification of Tax Treatment is pursuant to the Taxable Lease/Purchase Agreement dated as of May 30, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: County of Riverside
By: 
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 5/3/16
NEAL R. KIPNIS

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY