



PUBLIC EDUCATION, STATE AND LOCAL GOVERNMENT RIDER

This Rider supplements the provisions of Lease No. **001-9070715-002** ("Lease") between you and us as identified below. This Rider is an integral part of the Lease. Capitalized terms used in this Rider that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Rider, then this Rider will control and prevail.

1. Funding Intent: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriations of Funds: If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 10 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Essential Use: You represent that the use of the Products are essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products.

4. Choice of Law: Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

5. Authority and Authorization: You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

CITY OF ST. PAUL, MN
"Lessee"

Dell Financial Services L.L.C.
"Lessor"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATION

I _____, a resident of _____, in the State of _____, DO
(Certifier) (City) (State)
HEREBY CERTIFY that I am the _____, of the Lessee identified above, which is an educational,
(Title)
state or political subdivision or agency, duly organized and under the laws of the State of _____, that I
(State)
have custody of the records of the Lessee, and, as of the date set forth below, _____, is
(Name of Above Signature)
the _____ of Lessee and is duly authorized to execute and deliver in the name of and on
(Title of Above Signature)
behalf of Lessee, the Lease (including this Rider) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Lessee this ____ day of _____, 20__.
(Day) (Month)

-seal-

Certifier's Signature: _____