

TRUE LEASE SCHEDULE NO. «SNO» dated as of «SNODATE»

to Master Lease Agreement No. «CNO» dated as of «CNODATE»

between the Lessee and Lessor below.

THIS TRUE LEASE SCHEDULE is entered into by and between the undersigned Lessee and Lessor pursuant to the Master Lease Agreement identified above. All terms and conditions of such Master Lease Agreement are incorporated herein and made a part of hereof, and unless otherwise specified herein, the terms used in this Schedule shall have the same meanings as used in the Master Lease Agreement. Conflicts between the provisions of the Master Lease Agreement and this Schedule are governed by the provisions hereof.

By its signature hereon, Lessee represents its has read, understands and agrees to the Terms and Conditions of the Master Lease Agreement identified above and the provisions of this Schedule.

IN WITNESS WHEREOF, Lessee and Lessor reaffirm all of the terms and conditions of the Master Lease Agreement, except as modified hereby, and cause this Schedule to be executed by their duly authorized representatives.

LESSOR: ePlus Group, inc .

LESSEE: «LESSEE»

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

#### 1. INITIAL SCHEDULE TERM.

The period from and including the Commencement Date for each Asset to and including the last day of the month in which the Commencement Date for the last Asset delivered hereunder has occurred, plus «NOPMTS» months thereafter.

#### 2. RENT.

a. Due on the first day of the month immediately following the Commencement Date for the last Asset delivered hereunder: (I) one payment of Rent in the amount specified below.

b. Due on the first day of each month for the remaining Initial Schedule Term: Rent in the amount of \$«RENT».

#### 3. FEE

Ordering Period Fee. Due on the first day of «M\_1st\_Mnth\_Yr\_Leasetrm»: Ordering Period Fee, consisting of Rent, prorated on the basis of a 30-day month, for the period from and including each Commencement Date to but excluding the above due date.

#### 4. ASSET LOCATION.

«EQLOCATION»

#### 5. ASSET DESCRIPTION.

<u>Qty.</u>	<u>Mfg.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Asset Unit Cost Value*</u>
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\*Provided solely for the purposes of calculating proportional Casualty Values pursuant to Section 10 of the Master Lease Agreement and in conjunction with Section 6 of this Schedule.

**6. CASUALTY VALUES.**

The Casualty Value for any Asset shall be the percentage set forth below the Asset Unit Cost Value set forth in Section 5 of this Schedule. If no Asset Unit Cost Value is given for an Asset, its Casualty Value and the proportional Rent calculations for the purposes of Section 10 of the Master Lease Agreement shall be based on the ratio of Lessor's original purchase price for that Asset to Lessor's original purchase price for all Asset(s) on the Schedule. The below percentages apply from the Rent payment period listed beside the percentage to the next listed Rent payment period.

Rent Pmt#      C.V. %

Rent Pmt#      C.V. %

**7. FISCAL PERIOD.** \_\_\_\_\_ to \_\_\_\_\_

**8. EXECUTION.**

This Schedule shall not be binding on Lessor until executed and delivered by Lessee and executed by Lessor.

## CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Schedule No. «SNO» dated as of «SNODATE» to Master Lease Agreement No. «CNO» dated as of «CNODATE» (collectively, the "Lease") between ePlus Group, inc. ("Lessor") and «LESSEE» ("Lessee").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: \_\_\_\_\_, 20\_\_\_\_

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE: «LESSEE»

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## REQUEST FOR INSURANCE

In accordance with **Section 11** of the **Master Lease Agreement No. \_\_\_\_\_** dated as of **\_\_\_\_\_**, we have agreed, and instructed the insurance agent named below (please fill in name, address, etc.), to provide and maintain full insurance coverage for the Asset(s) per the terms of the Agreement.

INSURANCE COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

POLICY NO.: \_\_\_\_\_

FAX: \_\_\_\_\_

Please issue:

- A. An Insurance Certificate with Liability Coverage in the amount of \$1,000,000.00 total liability per occurrence naming ePlus Group, inc. and its assignee(s) as Certificate Holder and additional insured at the address listed below:

**ePlus Group, inc. and its assignee(s)**  
**13595 Dulles Technology Drive**  
**Herndon, VA 20171**

- B. Evidence of Property Insurance in the form of a Certificate of Insurance and Long Form Loss Payable Clause with the following statement:

**"ePlus Group, inc. and its assignee(s) are included as lender loss payee in an amount not less than the Casualty Values of the leased Asset(s) under Lease Schedule No. \_\_\_\_\_ to Master Lease Agreement \_\_\_\_\_ dated as of \_\_\_\_\_."**

- C. A certificate noting this coverage, with a 30 day notice of cancellation or non-renewal clause should be sent to ePlus Group, inc., to the attention of: **INSURANCE COORDINATOR.**

The Certificate(s) must reference **Master Lease Agreement \_\_\_\_\_** dated as of **\_\_\_\_\_** and Schedule No. **\_\_\_\_\_** and extend for the term of the Schedule.

**\_\_\_\_\_ (Lessee name)**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Please fax this information to your Insurance carrier and forward a copy of this form to ePlus Group, inc. with the other documentation.**

**ESSENTIAL USE LETTER**  
**To Be Submitted on Lessee's Letterhead**

RE: That certain Schedule No. «SNO» dated as of «SNODATE» to Master Lease Agreement No. «CNO» dated as of «CNODATE» (the "Schedule") between ePlus Group, inc. ("ePlus") and «LESSEE» ("Lessee").

The following information sets forth the use of the property (herein so called) to be sold to the undersigned under the above-referenced Agreement.

- 1) The property will be used by \_\_\_\_\_.
- 2) The responsibilities of the Lessee are \_\_\_\_\_.
- 3) The property is essential to the Lessee's obligation to perform the following functions: \_\_\_\_\_.
- 4) The Lessee has/has not (circle one) always provided the functions set forth above.
- 5) Without the property, the Lessee would/would not (circle one) be able to perform the functions.
- 6) The functions being performed with the property are/are not (circle one) permanent and non-cyclical?
- 7) The property is/is not (circle one) replacing equipment which performed a similar function.

If the property is replacing equipment which performed a similar function, what was the prior equipment, was it owned or leased, how old was it and what happened to it? \_\_\_\_\_.

- 8) The property is/is not (circle one) supplementing prior equipment.

If the property is supplementing prior equipment, what portion is the property of the entire system (e.g., 50% of the total system in size and function)? \_\_\_\_\_.

- 9) Would the Lessee be able to perform its functions without the property? \_\_\_\_\_.
- 10) What is the useful life of the property?  
\_\_\_\_\_.
- 11) What portion of the Lessee's overall function will be performed using the property? \_\_\_\_\_.
- 12) What are the chances of the Lessee replacing the property?  
\_\_\_\_\_.
- 13) What is the flow of appropriations for the property?  
\_\_\_\_\_.

The undersigned hereby represents that the use of the property is essential to its proper, efficient and economic operation and will not be used for private purposes.

Sincerely,

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

Title: \_\_\_\_\_

**SAMPLE OPINION LETTER  
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

ePlus Group, inc.  
13595 Dulles Technology Drive  
Herndon, Virginia 20171

Gentlemen:

We are counsel to «LESSEE» (the "Lessee") and, in that capacity, we have examined Agreement No. «CNO», dated as of «CNODATE», and all subsequent Schedules thereto (collectively the "Lease"), between the Lessee and ePlus Group, inc. ("Lessor"),

As a result of our examination of the Lease and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is a public body corporate and politic and is authorized by the Constitution and laws of the State of «STATE» to carry out its obligations under the Lease;

(b) The Lease has been duly authorized, executed and delivered by \_\_\_\_\_\*, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transactions contemplated thereby;

(d) The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Asset(s) subject to the Lease pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) Lessee has complied with any applicable public bidding requirements in connection with the Agreement and the transactions contemplated thereby;

(f) The Asset(s) are personal property and when subject to use by the Lessee will not be or become fixtures under the law of the State of «STATE»;

(g) There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of the Lessee to perform its obligations under the Lease.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Lease.

Very truly yours,

\*Authorized Signatory of Lessee under the Lease

## INVOICING INFORMATION FORM

Please help us provide a more efficient service to you by completing the information requested below and returning this form to us along with the Contract documentation.

Company Name: \_\_\_\_\_

Reference: \_\_\_\_\_

«CNO»-«SNO»

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Primary A/P Contact:

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Secondary A/P Contact:

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

*Note: Please attach any supporting documentation you may have for the following:*

Federal Tax ID Number: \_\_\_\_\_

Tax Exempt: Yes \_\_\_\_\_ No \_\_\_\_\_ (Attach copy of Tax Exempt Certificate for all applicable States)

Direct Pay Certificate Number(s) (if applicable): \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Invoice Type: Equipment Detail \_\_\_\_\_ No Equipment Detail \_\_\_\_\_

Property Tax Contact: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Property Tax Contact Mailing Address: \_\_\_\_\_

(If different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Confirmation: The above information is complete and accurate as of the date indicated

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Tel. No.: (\_\_\_\_) \_\_\_\_\_