



## ePlus Group Lease Proposal

December 12, 2016

Lt. Tammy C. Aldridge  
Director of 911 Communications  
Rutherford County Sheriff's Office  
240 N Washington St.  
Rutherfordton North Carolina 28139

Dear Lieutenant Aldridge;

ePlus Group, inc., ("ePlus"), in conjunction with Wireless Communications, Inc., is pleased to submit the following lease proposal covering the Vesta E9-1-1 Geo-Diverse Phone System solution for your consideration. The following is a summary of our offer:

### SUMMARY OF TERMS AND CONDITIONS

<b>Lessee:</b>	<b>Rutherford County, North Carolina</b>
<b>Lessor:</b>	ePlus Group, inc.
<b>Structure:</b>	Master Lease Agreement with Schedules specifying those items that are specific to a single transaction (e.g., payments, asset, costs, term) and that are otherwise subject to the terms and conditions of the Master Agreement.
<b>Asset Description:</b>	Vesta E9-1-1 Geo-Diverse Phone System solution as listed in the quotation by Wireless Communications, Inc. dated 12/12/16. The solution including the equipment, software or licensed products, services, and/or maintenance are called the "Assets".
<b>Initial Lease Term:</b>	Sixty (60) Months
<b>Total Solution Price:</b>	\$650,925.12

**Lease Rates:**

Initial Lease Term	Lease Rate Factor	Est. Monthly Payment
60-Months	.01921	\$12,504.27

**Lease Start Date:** April 1, 2017

**Rental Adjustment:** The lease rate will remain fixed for the duration of the Initial lease term of each lease schedule. Prior to the funding date, the date that Lessor pays the Purchase Price of the Asset(s) as set forth in the Schedule, Lessor may adjust the Rent in order to maintain its originally anticipated rate of return if, (i) there is a change in the yield on the like term U.S. Treasury SWAPs, as quoted in the ICE Benchmark Administration ICE Swap Rate as referenced in the USD Rates 1100 series run, (ii) Lessee fails to delivery documentation as request by Lessor; (iii) the Asset(s) cannot be acquired by Lessor at a cost equal to the invoice cost specified on the Schedule.

**Rental Payments:** Rent payments, calculated monthly, will be billed monthly in advance. Such payments will be in addition to any sales, use or property, or other taxes assessed with respect to the transaction or Asset(s). Lessee will pay rent, prorated on a 360-day year for each day from and including the commencement date to the lease start date on each amount as listed on the disbursement certificates, not to exceed sixty (60) days on any disbursement certificate.

**Essentiality:** Lessee shall warrant to Lessor that the Asset is essential to the customer's proper, efficient and economic operation.

**Net Agreement:** The Lease shall be a net agreement providing that the Lessee shall bear all expenses associated with the Asset, including those relating to maintenance, operation, insurance, taxes and third party claims. The Lessee will pay all lease payments and all other amounts without set-off, abatement or reduction for any reason whatsoever.

**Non-Appropriation:** Each Schedule is subject to termination due to non-appropriation of funds by the Lessee as set forth in the Master Lease Agreement.

**Documentation:** Duly executed Agreement and other appropriate documents and certificates including without limitation board authorizing resolutions, legal opinion, audited financials and other such documentation as is reasonably requested by Lessor.

**Insurance:** The risk of loss on the Asset is borne solely by the Lessee. The Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance or Customer shall self insure.

**Approvals:** This proposal is expressly conditioned upon and made subject to (1) final credit review and approval of the investment in and in the economics of the proposed transaction, and (2) execution of all documentation and in form and substance satisfactory to all parties to the transaction.

**Validity:** This proposal is valid for fifteen (15) days unless extended in writing by ePlus.

Thank you for the opportunity to provide this proposal. We look forward to a favorable decision. If you should have any questions or require further information, please feel free to call me at (919) 767-2965.

Sincerely,



Steve Bland  
Municipal Business Manager

**Proposal Acceptance**

Lessee accepts the above terms and conditions this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Rutherford County, North Carolina**

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

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