

LEASE AGREEMENT NO. NCM139

THIS AGREEMENT NO. NCM139 dated as of July 21, 2015 by and between ePlus Group, Inc. ("Lessor"), a Virginia corporation whose principal place of business is 13595 Dulles Technology Drive, Herndon, Virginia 20171 and City of High Point ("Lessee") whose principal place of business is 211 S. Hamilton Street, High Point, NC 27260.

Lessor desires to lease to Lessee the Asset(s) (as hereinafter defined) and Lessee desires to lease the Asset(s) pursuant to the terms hereof. By its execution below, Lessee represents that (i) it has read, understands and agrees to the terms and conditions hereof and (ii) as of the date of execution hereof, all of the covenants, warranties and representations set forth herein apply with full force and effect. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last set forth below.

LESSOR: ePLUS GROUP, INC.

LESSEE: CITY OF HIGH POINT

SIGNATURE

DATE

SIGNATURE

DATE

TYPED NAME & TITLE

STEVEN MENCARINI
SENIOR VICE PRESIDENT

TYPED NAME & TITLE

TERMS AND CONDITIONS

1.0 Definitions. For purposes of the Agreement, the following definitions will apply:

"Acceptance Date" is the date upon which Lessee certifies the Asset(s) to be accepted and in conformity with the criteria set forth in the Acceptance Certificate attached to each Schedule. Lessee (i) agrees that reasonable opportunity for inspection shall be five (5) working days, inclusive, from the date of Asset delivery; and (ii) agrees to deliver the Acceptance Certificate or to notify Lessor of rejection of the Asset(s) within such inspection period. Upon delivery of the Acceptance Certificate or failure of Lessee to notify Lessor of rejection, it shall be conclusively presumed that the Asset(s) meet Lessee's requirements in all substantial respects.

"Asset(s)" means the personal property, including any hardware, software, or licensed products described in the Schedule. If serial numbers are not initially provided, Lessee hereby authorizes Lessor to insert, when available, actual serial numbers on Lessor's copy of the Schedule.

"Assignee" means the entity to whom the rights, title and interest of Lessor in, to and under a Schedule may be transferred.

"Commencement Date" means the date upon which the term of each Schedule begins, which shall be the delivery date of the Asset(s).

"Fiscal Period" means the period of time over which funds are regularly and periodically appropriated by or for Lessee.

"Lessee" means the entity leasing the Asset(s) from Lessor.

"Lessor" means the entity listed above as Lessor and, except where the context requires otherwise, Assignee.

"Payments" means all Payments per period payable by Lessee under each Schedule.

"Schedule" means each agreement entered into by and between Lessee and Lessor which incorporates these Terms and Conditions.

"Software License Agreement" means the agreement that provides for the perpetual license to the software ("Software") leased hereunder.

"Term" means the period of time from the Commencement Date until termination of the Schedule.

"Renewal Schedule Term" means any period subsequent to the initial Term as set forth on the Schedule.

2.0 Implementation. The following shall be considered a single transaction and a legal and binding agreement: (i) these Terms and Conditions and (ii) a Schedule incorporating the Agreement Terms and Conditions. Such Schedule shall constitute the complete agreement between the parties for the lease of the Asset(s) referenced therein and shall supersede all prior agreements, written or oral. In cases of conflict among the documents, the order of precedence shall be (1) Schedule and (2) these Terms and Conditions.

3.0 Term. The Term for each Schedule shall be as set forth thereon. Until either party provides the other with prior written notice of termination, Renewal Schedule Terms of each Schedule shall extend automatically, at the Payment last in effect, for successive three-month terms beyond the expiration of the initial Term. All such terminations are effective only (i) following written notice received not less than ninety (90) days, but not more than one hundred eighty (180) days prior to the end of the Schedule Term, (ii) on the last day of the Schedule Term or Renewal Schedule Term then in effect and (iii) with respect to not less than all Asset(s) under a Schedule. Notice of termination by Lessee may not be revoked without Lessor's consent.

4.0 Amount and Times of Payment. Lessee agrees to make Payments in the amounts and at the times set forth in the Schedule.

4.1 Late Charges. Payments received after the due date will be subject to a late charge at the rate of 1.5% per month (or at the highest rate allowed by law, if less) on any outstanding amount thereof from the Payment due date until the date of receipt by Lessor.

4.2 Payments Unconditional. The obligations of Lessee to make the Payments and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events and Lessee shall not assert any right of set-off or counterclaim against its obligation to make such Payments. Notwithstanding the foregoing, Lessee's obligations for years following the initial fiscal year under each schedule shall be subject to the legislature's appropriation of funds and Lessee having sufficient funds from appropriations or other sources to pay the Payments, provided that Lessee agrees to use its best efforts to obtain such funds and agrees that Lessee's possession of sufficient funds will be established if Lessee fails to pay all of the Payments under any Schedule and, instead, uses funds to fulfill the purposes for which the Assets under the Schedule were obtained by other means.

5.0 Care and Use of Asset(s). Lessee, at its own expense, will obtain maintenance during the Term to keep the Asset(s) in good operating condition and appearance.

5.1 Inspection. With reasonable prior notice, Lessee will allow Lessor to enter the premises where the Asset(s) is located during normal business hours to inspect the Asset(s).

5.2 Release and Responsibility Covenants. Except as may directly result from Lessor's gross negligence or willful misconduct, Lessee, and not Lessor, shall bear responsibility for any and all liabilities, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into the Schedule, the manufacture or ownership of any Asset, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Asset resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent or other defects, whether or not discoverable by Lessor or Lessee; any claim for patent, trademark or copyright infringement; and any claim arising out of liability in tort. Lessee's responsibility under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under the Schedule or the termination thereof for any reason. Promptly upon learning of any claim or liability arising hereunder, Lessee and Lessor agree to give the other party prompt notice thereof.

5.3 Taxes. Lessee will comply with all laws and declare and pay all taxes, fees, levies, and licenses relating to the Asset(s) and Lessee's obligations hereunder, including, but not limited to, sales and use taxes, gross receipts taxes, registration fees, license fees, personal property

and all other taxes, licenses and charges imposed on the ownership, possession or use of the Asset(s) during the Term, together with interest and penalties. Notwithstanding the foregoing, Lessee will not be obligated to pay taxes based solely upon Lessor's net income.

5.4 Assignment/Relocation by Lessee. Without the prior written consent of Lessor and Assignee, Lessee agrees not to lease, assign, relocate or transfer all or any part of its rights and obligations under the Agreement or in the Asset(s).

5.5 Delivery of Related Documents. Lessee will sign or provide the following documents satisfactory to Lessor: (i) Opinion of Counsel; (ii) Essential Use Questionnaire; (iii) Acceptance Certificate; (v) Insurance Certificate, or, if Lessor has agreed to Lessee's self-insurance, a detailed description of such plan; (vi) Financing Statements; (vii) Notices of Assignment; (viii) Other documents as reasonably requested by Lessor for the purpose of carrying out the transactions described in the Schedule.

5.6 Transportation and Installation Charges. Lessee shall be responsible for all charges relating to the transportation of Asset(s) to Lessee's location and installation at such location.

5.7 Insurance. Lessee, at its expense, shall maintain all risks, including fire and extended coverage, insurance against loss, theft, damage, or destruction of the Asset(s), in an amount not less than the applicable Casualty Value set forth in the Schedule. This coverage shall have standard commercial terms and conditions and may not contain endorsements excluding coverage for mysterious or mere disappearance, seizure or other governmental acts or dishonesty of Lessee's officers or employees or restrict recovery for the kinds of Asset(s) covered by the Lease. Lessee shall further, at its expense, provide and maintain comprehensive public liability insurance in an amount of \$1,000,000 per occurrence against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Asset(s), together with such other insurance as may be required by law. Both coverages shall name Lessee as an insured and Lessor and Assignee(s) as additional insureds and loss pay as their respective interest may appear, shall be satisfactory to Lessor, and shall contain a clause requiring the insurer to give Lessor at least one month prior written notice of the cancellation or any alteration in the terms of such policy. No insurance shall be subject to any co-insurance clause. Each insurance policy shall be with an insurance carrier licensed to provide the insurance required herein in the State where the Asset(s) are located. Lessor is hereby appointed as Lessee's attorney-in-fact in connection with payments made with respect to the Asset(s) as a result of such insurance policies. Lessee will not make adjustments with insurers except with Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee shall furnish to Lessor certificates of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect and that Lessor and Assignees are named as additional insureds, and, upon Lessor's request, Lessee shall promptly provide Lessor with a copy of the insurance policy. Lessee's liability for loss shall not be diminished by any insurance payment less than the actual amount of the loss.

5.8 Risk of Loss.

(a) With regard to the Asset(s), commencing upon delivery and continuing throughout the Term, Lessee hereby assumes and shall bear the risk of loss for any reason with respect to any damage, destruction, loss, theft, or governmental taking, whether partial or complete and whether through any fault or neglect of Lessee or otherwise.

(b) If any Asset is damaged, Lessee shall promptly notify Lessor and shall, at Lessee's expense, within sixty (60) days of such damage, cause to be made repairs necessary to return such Asset to its previous condition. Lessee shall then be entitled to receive from Lessor any insurance received by Lessor in connection with such damage.

(c) In the event any Asset is destroyed, damaged beyond repair, lost, stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor and pay to Lessor, on the next Payment date following such Event of Loss, an amount equal to the Casualty Value amount for such Asset as set forth on the Schedule. After payment of such Casualty Value amount and all Payments due and owing on or before such Payment date, Lessee's obligation to pay further Payments allowable to the Asset which suffered the Event of Loss shall cease. After paying such Casualty Value amount to Lessor, Lessee shall be entitled to receive from Lessor any insurance received by Lessor in connection with such Event of Loss.

(d) In the event of a governmental taking of any Asset for an indefinite period or a stated period which does not extend beyond the Term, all obligations of Lessee with respect to such Asset (including payment of Payments) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

5.9 Advances. In the event Lessee fails to make any payments or perform or comply with any of its covenants or obligations herein contained, Lessor may (but shall be under no obligation to) advance such amounts as are necessary to cure such failure. Lessee agrees to pay immediately upon Lessor's request to pay, together with interest thereon at the rate of 1.5% per month, or the highest rate allowable by law, if less, from the date the advance was made until the date Lessor is repaid all amounts so advanced by Lessor.

6.0 Title. Title to the Asset(s) will be retained by Lessor. Lessee shall not have any right, title or interest in the Asset(s) or in any additions, replacements, repairs or modifications thereto except as expressly set forth in the Agreement. Lessee agrees to execute or allow Lessor to execute on Lessee's behalf Uniform Commercial Code financing statements evidencing the interests of Lessor or its assigns in any Schedule, any amounts due thereunder, or the Asset(s). Lessee further agrees that Lessor is authorized to file financing statements without the signature of Lessee with respect to any or all of the Assets. Lessee shall at its expense keep the Asset(s) free and clear of all levies, liens, and encumbrances, except those in favor of Lessor or its assigns.

6.1 Personal Property. The Asset(s) will remain personal property and will not be so affixed to realty as to change its character to a fixture or realty.

6.2 Alterations, Additions, Attachments. In the event Lessee must return the Asset(s), and at Lessor's request, Lessee, at its expense, will remove all alterations, additions, and attachments and repair the Asset(s) as necessary to return them to the condition in which they were furnished, reasonable wear and tear accepted. If, upon repossession of the Asset(s), alterations, additions or attachments have been made to the Asset(s) which cannot be removed

without damaging same, Lessee agrees to convey to Lessor unencumbered title to such alterations, additions and attachments. Any replacement and repair parts are Asset(s) subject to the terms of the Schedule.

6.3 Asset Return. On the last day of the Schedule Term or on any earlier termination date as provided herein, including termination of the Agreement pursuant to Sections 7.1 or 8.0, Lessee shall return the Assets to Lessor in good repair, condition and working order, ordinary wear and tear alone excepted, to the location specified by Lessor. Each Asset returned shall be the Whole Unit. Whole Units shall be defined as follows: (i) Servers consisting of CPUs and or processors, server cabinets, memory, base disk drives, expanded disk storage, storage controllers, network controllers, graphics cards, power supplies, cables, tapes drives and external devices to include disk subsystems, optical systems, additional tape drives, manuals, etc. (ii) Personal Computers and/or Desktops consisting of the CPU, memory, hard drives, monitor, modems, CD ROM, diskettes drives, Ethernet cards, keyboards, manuals, etc. (iii) Printers consisting of base printer, cables, memory, trays, etc. (iv) Laptops consisting of memory, hard drives, modems, CD ROM, diskettes drives, Ethernet cards, manuals, etc., and (v) Individual Hubs and Routers consisting of all internal devices. All copies of operating software which were pre-loaded on the Assets when delivered to Lessee or included in the Schedule shall be returned to Lessor at the conclusion of the Schedule Term. Lessee shall further take all actions reasonably required to transfer Lessee's rights under all software licenses to Lessor, to the extent permitted by such license, including, but not limited to, destroying all additional copies of such software and certifying the same to the best of its knowledge to Lessor. Lessee shall arrange and pay for deinstallation and packing in accordance with the manufacturer's specifications and for insured transportation to the destination, such insurance coverage to be not less than the Assets Casualty Value last in effect. Lessee shall, at its expense, cause each returned Asset to be repaired as necessary to qualify for maintenance by the manufacturer and to contain all current manufacturer-prescribed engineering changes. If on the last day of the Schedule Term, Lessee shall fail to return to Lessor any Asset listed on the Schedule, or shall return any Asset not in good repair, condition and working order, ordinary wear and tear excepted, at Lessor's option either (i) Lessee shall be treated as a holdover tenant for all of the Assets listed on the Schedule for a Renewal Schedule Term of one year and shall continue to pay the Payment in the amount set forth in the Schedule for all Assets or (ii) Lessee shall immediately pay to Lessor the Casualty Value last in effect for all Assets listed on the Schedule. In no event may Lessee avoid the effect of this provision by returning less than all Assets listed on any Schedule or by returning substitute Assets unless Lessor, in its sole discretion, shall expressly agree in writing. This Section shall not derogate from Lessor's right, to be exercised in its sole discretion, to obtain return of all Assets on the last day of any Schedule Term, or to declare an Event of Default for any failure of Lessee to so return the Assets.

7.0 Default. Any of the following events shall constitute a default:

- (a) Lessee fails to make any Payment when due.
 - (b) Lessee fails to observe or perform any other covenant, condition, agreement or warranty of a Schedule and such failure continues for ten (10) days without cure after Lessor provides Lessee written notice of such failure.
 - (c) The determination by Lessor that any representation or warranty made by Lessee was untrue in any material respect upon execution of the Schedule.
 - (d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition is filed by or against Lessee under the federal bankruptcy laws or any similar state or federal laws providing for the relief of debtors.
- 7.1 Remedies.** Upon the occurrence of an event of a default, without further notice or demand, Lessor may at its option do any or all of the following with regard to any or all Schedules:
- (a) Terminate a Schedule or Schedules by providing written notice to Lessee;
 - (b) Take possession of the Asset(s) wherever situated without liability for entering the premises where the Asset(s) is located;
 - (c) Sell, lease, rent or use the Asset(s) at its sole discretion. Lessee remains liable for arrears of payments, the costs of taking possession of the Asset(s) including storage, repair, and return pursuant to Section 6.3, court costs and attorneys' fees, sale or lease costs, and the balance due under the Agreement. The proceeds of such sale or lease of the Asset(s) shall be applied toward the balance due after deducting the aforementioned costs and payments. For purposes of this provision, the balance due shall be equal to the Casualty Value amount set forth on the Schedule as of the date of default;
 - (d) By notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of (a) the Casualty Value set forth on the Schedule as of the date of default, or if Casualty Values are not shown on such Schedule, all Payments due during the remainder of the Schedule Term; (b) all Payments and other amounts due and payable on or before the date of default; and (c) costs, fees (including all attorney's fees and court costs), expenses and (d) interest on (a) and (b) from the date of default at 1 1/2% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.; and
 - (e) Take any court action at law or in equity to enforce performance of the obligations or covenants of the Schedule and to recover damages for the breach thereof.

7.2 No Remedy Exclusive, Waiver. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof. Lessee hereby expressly waives any governmental or sovereign immunity which it may have to Lessor asserting any of the rights or remedies provided herein for Lessee's default. This waiver shall be severable from any other provisions in the Agreement or Schedule, so that it shall survive regardless of any determination regarding any other portion of the Agreement or Schedule. Lessee warrants that it has taken all necessary steps to authorize this waiver and is authorized to provide it as an inducement to Lessor to provide Lessee with the Assets covered by this Agreement.

8.0 Termination for Non-Appropriations. Lessee intends to continue each Schedule for its Term, to pay the Payments and make other payments due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Payments during the Term can be obtained. Lessee's chief executive officer shall use its best efforts and intends to do all things lawfully within its power to obtain and maintain funds from which the Payments may be made. Notwithstanding the foregoing, Lessee's obligations to pay any amounts due for those Fiscal Periods succeeding the Fiscal Period first in effect at the Commencement Date are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, Lessee may terminate this Lease Agreement and all Schedules with respect to not less than all of the Asset(s) hereunder effective as of the end of any of its succeeding Fiscal Periods (the "Termination Date") by giving Lessor and Assignee sixty (60) days prior written notice that the Schedule will terminate in accordance with the provisions of Section 8.0 by reason of failure of appropriation of adequate funds to pay the Payments to be due on or after the Termination

Date. All obligations of Lessee to make Payments due after the Termination Date will cease and all interests of Lessee in the Asset(s) will terminate. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Term. Lessee further warrants that the Asset(s) on the Schedule are and will be essential to its basic functions for the entire Schedule Term. Nothing contained herein constitute a pledge of the general revenues, funds or monies of Lessee beyond the Fiscal Period for which sufficient funds have been appropriated to pay Payments hereunder.

9.0 Assignment. Lessee understands that Lessor may assign its right, title and interest in a Schedule, the Asset(s), and all rights to receive Payments to an Assignee, which may upon notice to Lessee subsequently re-assign same to its assignee, subject to the rights of Lessee hereunder. Lessee consents to such assignments and agrees to send all Schedule notices to both Lessor and Assignee. All rights of and indemnifications to Lessor will inure to such Assignee. No such Assignee will be obligated to perform any of the obligations of Lessor. Lessee agrees to make payments required under the Schedule directly to such Assignee without abatement or reduction of any kind.

10.0 Warranties and Representations of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor and Assignee(s):

- (a) Lessee is organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of North Carolina ("State");
- (b) Lessee is authorized under the Constitution and laws of the State to enter into the transactions contemplated hereby and to perform all of its obligations hereunder;
- (c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by Lessee of the Schedule;
- (d) Lessee represents that the execution and delivery of each Schedule has been duly authorized, constitutes a legal, valid and binding agreement of Lessee and that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Schedule (except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, and by the application of equitable principles if equitable remedies are sought), and Lessee has complied with such public bidding requirements as may be applicable to each Schedule and the acquisition by Lessee of the Asset(s) hereunder. Lessee specifically warrants that all necessary authorizations for this lease have been obtained and the officer signing on Lessee's behalf is fully empowered to do so, and Lessee agrees to indemnify Lessor from any losses Lessor may suffer as a result of any defect in authorization or authority and agrees that this indemnity will survive any adverse determination on the validity of this Agreement or any Schedule thereto.;
- (e) The entering into and performance of the Schedule will not violate any judgment, order, law or regulation applicable to 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 Lessee or on the Asset(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound;
- (f) There are no actions, suits or proceedings pending or, to Lessee's knowledge, threatened against or affecting Lessee in court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of Lessee to perform its obligations under the Schedule;
- (g) The use of the Asset(s) is essential to Lessee's proper, efficient and economic operation;
- (h) Lessee understands and agrees that Lessor is relying on the essential nature of the Asset(s) to Lessee and upon Lessee's covenant to complete full implementation of the Asset(s) and any system associated therewith (the "Project"). In the absence of such a covenant by Lessee, Lessor would not provide the financing for the project under the Schedule. Failure to honor this covenant shall be a material breach of the Schedule and constitute an event of default hereunder, independent of any failure of the legislature to appropriate funds.
- (i) Lessee warrants that no provision of state constitution, law or local regulation requires it to limit its obligations under Section 4.2 to appropriated funds and that its reasonably anticipated revenues are sufficient to meet Lessee's obligations under this Agreement and each Schedule thereto.

11.0 Disclaimer of Warranties. Lessee acknowledges that the Asset(s) are of a size, design, capacity, and manufacture selected by Lessee. LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ASSET(S) OR PATENTS RELATING THERETO; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE ASSET(S). With respect to warranties which are not assignable, Lessor agrees to take, at Lessee's request and expense, such reasonable actions against third parties as are necessary to enforce such warranties for Lessee's benefit.

12.0 Waiver. No delay or omission by the parties in exercising any right in a Schedule shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the parties from any further exercise of any right or remedy.

12.1 Interpretation. All section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of any provision of a Schedule. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

12.2 Severability. In the event any portion of a Schedule shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of the Schedule shall continue in full force and effect.

12.3 Governing Laws. Each Schedule shall be construed in accordance with and governed by the laws of the State of North Carolina or adjudicated in a court with competent jurisdiction.

12.4 Amendment. This Agreement and each Schedule may only be amended in writing by obtaining the signature of the parties. No assigned Agreement may be modified without the prior written consent of Assignee.

12.5 Execution. Each Schedule may be executed in any number of counterparts but only the counterpart that is labeled "Original" will be deemed to be the original Schedule for purposes of perfection of a security interest therein and shall be the only counterpart which may be transferred and given to transfer the rights of Lessor thereunder.

12.6 Binding Effect. Each Schedule shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

12.7 Notices. All notices or other communications hereunder shall be deemed given when delivered or mailed by registered mail, return receipt requested, at the addresses as set forth on Page 1 hereof.

12.8 Usury. In no event shall a Schedule require the payment or permit the collection of interest or fees in excess of the amount permitted by applicable law. Any such excess interest or fees shall be applied to reduce the principal portion of the Payments.

12.9 Counterparts. Only one (1) original counterpart of each Schedule shall be marked "Original". Any and all other counterparts shall be marked "Copy". NO SECURITY INTEREST IN THIS LEASE AGREEMENT, IN ANY OF THE SCHEDULE(S), OR IN ANY OF THE ASSETS MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS LEASE AGREEMENT ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MASTER LEASE AGREEMENT BY REFERENCE.

INCUMBENCY CERTIFICATE

I, Lisa Vierling, do hereby certify that I am the authorized City Clerk of City of High Point ("Lessee"). The person(s) whose name(s) and title(s) appear below is/are authorized officer(s) or representative(s) of Lessee and hold on the date of this certificate and on the date of execution of the Lease Documents (hereinafter defined) the position(s) set opposite his/her respective name(s). Each officer or representative is authorized to execute and deliver or to delegate his or her authority and deliver any equipment lease agreement between Lessee and ePlus Group, inc. as well as all other documents and instruments (all agreements, documents, and instruments shall collectively be referred to as "Lease Documents") in connection therewith.

IN WITNESS WHEREOF, I set my hand and the seal of the Lessee this 10th day of August, 2015.



Signature Lisa Vierling

Name Lisa Vierling, City Clerk

NAME

TITLE

SIGNATURE

Gregory Demko

City Manager

Jeffrey A Moore

Financial Services Director

TRUE LEASE SCHEDULE NO. 1 dated as of July 21, 2015

to Lease Agreement No. NCM139 dated as of July 21, 2015

between the Lessee and Lessor below.

THIS TRUE LEASE SCHEDULE is entered into by and between the undersigned Lessee and Lessor pursuant to the Lease Agreement identified above. All terms and conditions of such 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 Lease Agreement. Conflicts between the provisions of the 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 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 Lease Agreement, except as modified hereby, and cause this Schedule to be executed by their duly authorized representatives.

LESSOR: ePlus Group, inc .

LESSEE: City of High Point

BY: 

BY: 

NAME: STEVEN MENCARINI
SENIOR VICE PRESIDENT

NAME: Gregory Demko

TITLE: _____

TITLE: City Manager

DATE: 8/25/15

DATE: 8-10-2015

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 sixty (60) 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 \$12,941.93.

3. FEE

Ordering Period Fee. Due on the first day of the month immediately following the Commencement Date for the last Asset delivered: Ordering Period Fee, consisting of Rent, prorated on the basis of a 30-day month, for a set 45 day period for each Asset accepted.

4. ASSET LOCATION.

211 S. Hamilton, Room 103, High Point, NC 27260
1002 Meadowood St, Greensboro, NC 27409

5. ASSET DESCRIPTION.

<u>Qty.</u>	<u>Mfg.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Asset Unit Cost Value*</u>
See Attachment A				\$673,707.88

*Provided solely for the purposes of calculating proportional Casualty Values pursuant to Section 5.8 of the 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 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.

<u>Rent Pmt#</u>	<u>C.V. %</u>	<u>Rent Pmt#</u>	<u>C.V. %</u>	<u>Rent Pmt#</u>	<u>C.V. %</u>
1	110.00	21	88.02	41	58.92
2	109.22	22	86.73	42	57.28
3	108.36	23	85.42	43	55.62
4	107.39	24	84.08	44	53.95
5	106.39	25	82.74	45	52.26
6	105.38	26	81.38	46	50.57
7	104.35	27	79.99	47	48.85
8	103.31	28	78.60	48	47.11
9	102.24	29	77.18	49	45.36
10	101.16	30	75.74	50	43.59
11	100.06	31	74.28	51	41.78
12	98.94	32	72.82	52	39.98
13	97.80	33	71.33	53	38.15
14	96.65	34	69.84	54	36.29
15	95.47	35	68.33	55	34.42
16	94.27	36	66.80	56	32.56
17	93.06	37	65.26	57	30.69
18	91.82	38	63.70	58	28.82
19	90.57	39	62.12	59	26.92
20	89.30	40	60.53	60	25.00

7. FISCAL PERIOD. July to June

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. 1 dated as of July 21, 2015 to Lease Agreement No. NCM139 dated as of July 21, 2015 (collectively, the "Lease") between ePlus Group, inc. ("Lessor") and City of High Point ("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 Lease Agreement.

LESSEE: City of High Point

BY _____

NAME _____

TITLE _____

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: City of High Point, NC
Reference: NCM139-1

Billing Address: Attn: Accounts Payable
PO Box 230
High Point, NC 27261-0230

Attn: _____

Primary A/P Contact:

Name Debbie Boston Phone (336) 883-3495 Email debbie.boston@highpointnc.gov

Secondary A/P Contact:

Name Kim Hilton Phone (336) 883-3286 Email kim.hilton@highpointnc.gov

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

Federal Tax ID Number: 56-6000231

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

Direct Pay Certificate Number(s) (if applicable): _____

Purchase Order Number: annually updated

Invoice Type: Equipment Detail ☐ No Equipment Detail ☐

Property Tax Contact: see Guilford County Tax Administration

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: Jefferson

Date: 8/5/2015

Title: Financial Services Director

Contact Tel. No.: (336) 883-3238



**CITY OF HIGH POINT
NORTH CAROLINA**

JOANNE L. CARLYLE
CITY ATTORNEY

JOANNE.CARLYLE@HIGHPOINTNC.GOV

August 10, 2015

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

Gentlemen:

I am counsel to the City of High Point (the "Lessee") and, in that capacity, I have examined Agreement No. NCM139, dated as of July 6, 2015, 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 I have deemed appropriate, I am 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 North Carolina to carry out its obligations under the Lease;
- b. The Lease has been duly authorized, executed and delivered by Gregory Demko, City Manager, 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 North Carolina; and

August 10, 2015

Page 2

- 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 address for its benefit and the benefit of its assigns for the purpose contemplated by the Lease.

Very truly yours,

A handwritten signature in black ink, appearing to read "JoAnne L. Carlyle". The signature is fluid and cursive, with the first name "JoAnne" and last name "Carlyle" clearly distinguishable.

JoAnne L. Carlyle
City Attorney

GUILFORD CITY/COUNTY INSURANCE ADVISORY COMMITTEE

Rudy Hinnant, CIC, LUTCF
William E. Smith, CIC
Betty G. Stubbins, CPCU, CIC, CISR, CPIW
Richard Trexler

620 Green Valley Road
Suite 302
Greensboro, NC 27408

Telephone 336-299-1991
Telephone 336-299-1339

David P. Landon
Chairman

John Causey, CLU, ChFC, LUTCF
Vice-Chairman

Everette Arnold, CPCU, ARM
Executive Director

August 7, 2015

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

Re: City of High Point
911 Telephone Communications Eqpt – Lease NCM 139
Value \$680,229.90
August 2015 to August 2020

Effective July 1, 1994 the City of High Point became self-funded for liability losses. Any contract signed by the City will be covered under the self-funded plan according to the provisions of the contract and applicable law. The first \$100,000.00 of any liability loss will be paid from the budget of the City and any higher amount will be payable by the Local Government Excess Liability Fund, Inc., up to \$1,000,000.00 each occurrence with a total annual aggregate limit of \$2,000,000.00 (subject to the provisions of the Excess Liability Fund).

Very truly yours,



Everette Arnold, CPCU, ARM
Executive Director

Cc: Jeff Moore (via email)
Jackie Astrop (via email)

Financial Services

Jeffrey A. Moore, CPA CGMA
DIRECTOR



RE: That certain Schedule No. 1 dated as of July 21, 2015 to Lease Agreement No. NCM139 dated as of July 21, 2015 (the "Schedule") between ePlus Group, inc. ("ePlus") and City of High Point, North Carolina ("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 the City of High Point 911 Communications Division.
- 2) The responsibilities of the Lessee are to exercise proper care, protection, insurance and maintenance on the scheduled property in such as a way to not diminish the fair value of the collateral.
- 3) The property is essential to the Lessee's obligation to perform the following functions: serves as the operational infrastructure upon which the public safety answering point receives and distributes emergency calls are provided.
- 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? The existing property had been purchased more than 5 years previously. The current technology requirements necessitates replacement as current equipment is at end of life cycle.

- 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)? N/A.

- 9) Would the Lessee be able to perform its functions without the property? No.
- 10) What is the useful life of the property? Estimated to be 5 years.
- 11) What portion of the Lessee's overall function will be performed using the property? The Information Technologies Department estimates 50% of the 911 Communications Division's overall functions require the property to operate.
- 12) What are the chances of the Lessee replacing the property? The City would not intend to replace the scheduled property during the term of the lease.
- 13) What is the flow of appropriations for the property? The City annually appropriates debt service obligations in accordance with North Carolina General Statutes.

The undersigned hereby represents that the use of the property is essential to its proper, efficient and economic operation.

Accounting
336.883.3240


Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

Sincerely,

By: 
Jeffrey A. Moore
Financial Services Director

VESTA 9-1-1
VESTA 9-1-1 - Side A

Qty.	Part No.	Description	Price
1	870899-0104R3.1	VESTA 9-1-1	
1	873099-03002	VESTA 4 R3.1 L/D/M	\$1,875.00
		R4 CAD INTF LIC	\$625.00
1	04000-01584	BLKBX TL158A-R4 DATACAST	
1	04000-01010	CBL DB25M/DB25M 10FT	
		VM Medium Server Bundle	
		<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>	
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	\$18,583.75
1	06500-00201	2-POST RELAY RACK MNT KIT	\$213.75
3	04000-00394	SVR WIN2008 CAL 5-PK	\$697.50
1	04000-68009	V-SVR BASIC SPT 5YR	\$595.00
		VESTA Prime - Standard Operations	
10	PS-0PR-VSSL-M	VPRIME PER SEAT LIC NFEE	\$0.00
10	PS-0AC-VSSL-M	VESTA COMP REG	\$862.50
10	SS-0PR-VSSL-5Y	SPT VPRIME 5YR	\$48,125.00
10	809800-35130	R4 SW SPT TRNSFR	\$0.00
		Geo Diverse Add On License	
10	PA-MGD-VSSL	GEO-DIV LIC	\$9,375.00
		VESTA Workstation Equipment	
10	61000-409605SFF	WKST HP Z230 SFF	\$15,362.50
10	Synnex	22IN Touchscreen Monitor	\$7,755.38
10	64007-50016	KEYPAD 24KEY USB 12FT CBL	\$1,375.00
10	853004-00401	SAM EXT SPKR KIT	\$2,100.00
10	853030-00302	R4 SAM HDWR KIT	\$20,650.00
10	02800-20500	HDST 4W MOD BK ELEC MIC	\$0.00
10	03044-20000	HDST CORD 4W 12FT MOD BK	\$0.00
10	809800-35109	R4 IWS CFG	\$2,500.00
10	809800-35108	R4 IWS STG FEE	\$3,750.00
1	870890-07501	CPR/SYSPREP IMAGING	\$0.00
		VESTA 9-1-1 Modules	
		VESTA 9-1-1 IRR Module	
10	870899-01601	R4 IRR UPGD W/HASP	\$6,125.00
10	809800-35114	R4 IRR SW SPT 5YR	\$7,462.50
10	809800-35130	R4 SW SPT TRNSFR	\$0.00
		VESTA 9-1-1 CDR Module	
		<i>Note: Customer declines CDR printer.</i>	
1	873099-00602	R4 CDR SVR LIC	\$1,362.50
10	873099-01102	R4 CDR PER SEAT LIC	\$1,125.00
		VESTA 9-1-1 Admin Printer	
1	64040-60019	PRNTR USB/ETHERNET COLOR	\$223.75
		<i>Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.</i>	
		Network Equipment	
1	03800-03030	FIREWALL- MODEM 60CM	\$722.50
1	03800-03035	WAR FIREWALL 60CM 5YR	\$1,135.00
1	809800-00201	VPN CFG SVCS	\$250.00
2	04000-29616	SWITCH 2960 + CBL 24-PORT	\$2,400.00
2	04000-29615	WAR 2960 24P 5YR NBD	\$1,262.50
		Peripherals & Gateways	
2	2213937-1-SR1	FXO GATEWAY 8-PORT	\$3,297.50
2	2213939-1-SR1	FXS GATEWAY 8-PORT	\$3,297.50
4	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$1,500.00

VESTA 9-1-1

Rack & Peripheral Equipment			
1	06500-55053	7FT EQUIPMENT RACK 19IN	\$343.75
1	Synnex	19IN Monitor	\$184.11
1	04000-004B4	KVM 4-PORT SWITCH	\$552.50
1	04000-00607	CBL KVM USB CONSOLE	\$172.50
4	04000-60611	CBL KVM USB 10FT	\$415.00
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR	\$40.00
VESTA 9-1-1 Subtotal			\$166,316.99

VESTA 9-1-1 - Side B

Qty.	Part No.	Description	Price
VESTA 9-1-1			
1	870899-0104R3.1	VESTA 4 R3.1 L/D/M	\$1,875.00
1	873099-03002	R4 CAD INTF LIC	\$625.00
1	04000-01584	BLKBX TL158A-R4 DATACAST	
1	04000-01010	CBL DB25M/DB25M 10FT	
VM Medium Server Bundle			
<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>			
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	\$18,583.75
1	06500-00201	2-POST RELAY RACK MNT KIT	\$213.75
1	04000-68009	V-SVR BASIC SPT 5YR	\$595.00
VESTA 9-1-1 CDR Module			
<i>Note: Customer declines CDR printer.</i>			
1	873099-00602	R4 CDR SVR LIC	\$1,362.50
VESTA 9-1-1 Admin Printer			
1	64040-60019	PRNTR USB/ETHERNET COLOR	\$223.75
<i>Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.</i>			
Network Equipment			
1	03800-03030	FIREWALL- MODEM 60CM	\$722.50
1	03800-03035	WAR FIREWALL 60CM 5YR	\$1,135.00
1	809800-00201	VPN CFG SVCS	\$250.00
2	04000-29616	SWITCH 2960 + CBL 24-PORT	\$2,400.00
2	04000-29615	WAR 2960 24P 5YR NBD	\$1,262.50
Peripherals & Gateways			
2	2213937-1-SR1	FXO GATEWAY 8-PORT	\$3,297.50
2	2213939-1-SR1	FXS GATEWAY 8-PORT	\$3,297.50
4	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$1,500.00
Rack & Peripheral Equipment			
1	06500-55053	7FT EQUIPMENT RACK 19IN	\$343.75
1	Synnex	19IN Monitor	\$184.11
1	04000-004B4	KVM 4-PORT SWITCH	\$552.50
1	04000-00607	CBL KVM USB CONSOLE	\$172.50
4	04000-60611	CBL KVM USB 10FT	\$415.00
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR	\$40.00
VESTA 9-1-1 Subtotal			\$39,051.61

EIM / SMS Interface

Qty.	Part No.	Description	Price
ESInet Interface Module (EIM) - Side A			
10	873090-11102	R4 LIC EIM RFAI MOD	\$2,500.00
10	809800-01120	R4 LIC EIM RFAI SPT 5YR	\$1,500.00
1	03800-03040	FIREWALL MODEM 60D	\$543.75
1	03800-03045	WAR FIREWALL 60D 5YR	\$837.50

VESTA 9-1-1

1	809800-00200	CFG NTWK DEVICE	\$166.25
40	809800-17101	FIELD ENG-PRIMARY	\$5,000.00
SMS Equipment			
<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>			
12	809800-17101	FIELD ENG-PRIMARY	\$1,500.00
<i>Note: Customer to purchase 12 units of SMS FE if EIM FE is purchased.</i>			
ESInet Interface Module (EIM) - Side B			
1	03800-03040	FIREWALL MODEM 60D	\$543.75
1	03800-03045	WAR FIREWALL 60D 5YR	\$837.50
1	809800-00200	CFG NTWK DEVICE	\$166.25
40	809800-17101	FIELD ENG-PRIMARY	\$5,000.00
ESInet Interface Module (EIM) - CommandPost			
10	873090-11102	R4 LIC EIM RFAI MOD	\$2,500.00
10	809800-01120	R4 LIC EIM RFAI SPT 5YR	\$1,500.00
SMS Equipment			
<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>			
12	809800-17101	FIELD ENG-PRIMARY	\$1,500.00
<i>Note: Customer to purchase 12 units of SMS FE if EIM FE is purchased.</i>			
EIM Interface Subtotal			\$24,095.00

Spare Parts

Qty.	Part No.	Description	Price
VESTA 9-1-1 Equipment - Recommended Spares			
1	2213937-SPARE	FXO GATEWAY 8-PORT SPARE	\$1,648.75
1	2213939-SPARE	FXS GATEWAY 8-PORT SPARE	\$1,648.75
1	04000-29616	SWITCH 2960 + CBL 24-PORT	\$1,200.00
1	04000-29615	WAR 2960 24P 5YR NBD	\$631.25
2	Synnex	22IN Touchscreen Monitor	\$1,551.08
2	64007-50016	KEYPAD 24KEY USB 12FT CBL	\$275.00
Spare Parts Subtotal			\$6,954.83

VESTA 9-1-1 CommandPOST System

Qty.	Part No.	Description	Price
VESTA 9-1-1 CommandPOST System			
VESTA Prime - Standard Operations			
10	870899-00360U	VESTA 4 SEAT UPGRD LIC	\$43,750.00
10	PS-0AC-VSSL-M	VESTA COMP REG	\$862.50
10	SS-0PR-VSSL-5Y	SPT VPRIME 5YR	\$48,125.00
Geo Diverse Add On License			
10	PA-MGD-VSSL	GEO-DIV LIC	\$9,375.00
CommandPOST Hardware			
10	61050-G409602	LAPTOP ZBOOK15 G2 W7	\$22,612.50
10	04000-00490	ADV DOCK STATION 230W	\$0.00
10	64021-10025	KYBD/MOUSE BNDL	\$0.00
10	Synnex	22IN Touchscreen Monitor	\$0.00
10	02800-20500	HDST 4W MOD BK ELEC MIC	\$400.00
10	03044-20000	HDST CORD 4W 12FT MOD BK	\$37.50
10	853004-00401	SAM EXT SPKR KIT	\$0.00
10	64007-50016	KEYPAD 24KEY USB 12FT CBL	\$1,375.00
10	853004-00301	CPOST SAM HDWR KIT	\$28,525.00
10	809800-35109	R4 IWS CFG	\$2,500.00
10	809800-35108	R4 IWS STG FEE	\$3,750.00

High Point Police Fire Communications, NC - Side A

VESTA 9-1-1

10	873099-00502	VESTA 9-1-1 IRR Module	
10	809800-35114	R4 IRR LIC/DOC/MED	\$12,437.50
		R4 IRR SW SPT 5YR	\$7,462.50
10	873099-01102	VESTA 9-1-1 CDR Module	
		R4 CDR PER SEAT LIC	\$1,125.00
VESTA 9-1-1 CommandPOST System Subtotal			\$182,337.50

Managed Services - Side A

Qty.	Part No.	Description	Price
1	809800-14151	Monitoring & Response Activation Fee M&R ACT FEE MED SITE	\$2,875.00
1	871499-01206	Monitoring & Response License & Support Fees M&R 3.0 LIC SVR	\$486.25
1	809800-14165	Note: Includes (1) DDS Server M&R 3.0 SVR SRVC 5YR	\$6,987.50
11	871499-01211	M&R 3.0 WKST LIC Note: Includes (10) Workstations, (1) Management Console	\$976.25
11	809800-16165	M&R 3.0 WKST SRVC 5YR	\$21,285.00
10	871499-01210	M&R 3.0 IP DEVICES LIC Qty-1 MDS Server, Qty-1 Virtual Machine, Qty-1 Firewall for EIM, Qty-4 Gateways, Qty-1 Firewall, Qty-2 Cisco Switches,	\$887.50
10	809800-16170	M&R 3.0 IP DEV SRVC 5YR	\$19,350.00
Managed Services Subtotal			\$52,847.50

Managed Services - Side B

Qty.	Part No.	Description	Price
1	871499-01206	Monitoring & Response License & Support Fees M&R 3.0 LIC SVR	\$486.25
1	809800-14165	(1) DDS Server M&R 3.0 SVR SRVC 5YR	\$6,987.50
1	871499-01211	M&R 3.0 WKST LIC Note: (1) Management Console	\$88.75
1	809800-16165	M&R 3.0 WKST SRVC 5YR	\$1,935.00
10	871499-01210	M&R 3.0 IP DEVICES LIC Qty-1 MDS Server, Qty-1 Virtual Machine, Qty-1 Firewall for EIM, Qty-4 Gateways, Qty-1 Firewall, Qty-2 Cisco Switches,	\$887.50
10	809800-16170	M&R 3.0 IP DEV SRVC 5YR	\$19,350.00
Managed Services Subtotal			\$29,735.00

Wireless Communications Services

Qty.	Part No.	Description	Price
1	Wireless	Shipping	\$2,586.02
1	Wireless	Turnkey Installation	\$45,867.45
48	809800-17005	FIELD ENG REMOTE SVCS	\$6,000.00
5	Training	Admin & Call Taker Training	\$3,370.00
Wireless Communications Services Subtotal			\$57,823.47

Wireless Communications 24x7 Maintenance & Hardware Support

Qty.	Part No.	Description	Price
1	Wireless	1st Year Warranty Diff	\$13,452.00

High Point Police Fire Communications, NC - Side A

VESTA 9-1-1

1	Wireless	2nd Year 24x7	\$26,904.00
1	Wireless	3rd Year 24x7	\$26,904.00
1	Wireless	4th Year 24x7	\$26,904.00
1	Wireless	5th Year 24x7	\$26,904.00
Maintenance Subtotal			\$121,068.00

Quote Summary \$680,229.90