

May 1, 2018

Williamson County
301 SE Inner Loop
Suite 105
Georgetown, TX 78626

Re: Schedule No. TXM131-1 dated as of May 1, 2018, incorporating the terms of Appendix E, Master Lease Agreement to TX DIR Contract Number DIR-TSO-3655 between GTS Technology Solutions, Inc. and Williamson County, Texas.


Enclosed please find the following documentation for the above-referenced transaction:

1. Schedule No. TXM131-1 (Original and Copy) -To be executed by a representative who is named as an authorized representative on the Certificate of Incumbency.
2. Exhibit A – Rent Prepayment Schedule (Original and Copy) – To be executed by a representative who is name as an authorized representative on the Certificate of Incumbency.
3. Certificate of Incumbency (Original) - This form should include all Officers of your company who will sign Agreement documents, including Schedules and Acceptance Certificates. Those individuals who are being encumbered should be Officers of the Corporation. The name, title and signature of these individuals should appear on the bottom portion of the document. A Corporate Secretary or Assistant Secretary (if not, then another Officer of the Corporation or legal counsel) will authorize these signatures by stating their name and title at the top of the document, and dating and signing the "In Witness Whereof" section of the document and embossing the Corporate Seal where noted (see Sample Incumbency Certificate enclosed). **Please note that an individual cannot authorize himself on the Certificate of Incumbency.**
4. Certificate of Acceptance for Schedule No. TXM131-1 (Original) - To be dated and executed when all equipment is delivered and found to be in good working order, by a representative who is named as an authorized representative on the Certificate of Incumbency, and immediately returned to GTS Technology Solutions, Inc.
5. Essential Use Form - (Original and Copy) -To be executed by a representative who is named as an authorized representative on the Certificate of Incumbency.
6. Request for Insurance – please provide liability and property certificates in accordance with this form.
7. Invoicing Information Form for Schedule No. TXM131-1 - To be completed and signed. Please include your Federal Tax ID Number. If ACH Payment is preferred then an Electronic Debit Agreement Authorization form is required to be completed and submitted with a voided check.
8. Sample Opinion Letter - To be completed and executed on counsel's letterhead.
9. Form 8038-G – to be completed and filed with the IRS. Please return proof of filing.
10. Board Resolution approving Schedule No. TXM131-1 (Copy)

Please review all documents and upon finding them to be acceptable, please have them executed and returned (Originals & Copies) to my attention. Upon final review and approval, we will return a full set of executed documents back to you. If you have any questions or comments regarding any of the documents, please contact me at 512-452-0651.

Thank you for your assistance with this transaction.

Sincerely,



Ryan Grant
President

Enclosures

SCHEDULE NO. TXM131-1 dated as of May 1, 2018 ("Schedule")

THIS SCHEDULE is entered into by and between the undersigned Lessee and Lessor incorporating the terms of Appendix E, Master Lease Agreement to TX DIR Contract Number DIR-TSO-3655 ("MLA") (collectively, the "Lease") between GTS Technology Solutions, Inc. ("Lessor"), and state entities purchasing through a DIR contract as contemplated by the MLA. All terms and conditions of such MLA and TX DIR Contract Number DIR-TSO-3655 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 MLA. Conflicts between the provisions of the MLA and this Schedule are governed by the provisions hereof. Any conflict among the MLA, TX DIR Contract Number DIR-TSO-3655 (and all appendices thereto) and the Supplemental Agreement thereto shall be governed by the MLA.

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

IN WITNESS WHEREOF, Lessee and Lessor reaffirm all of the terms and conditions of the MLA, except as modified hereby, and cause this Schedule to be executed by their duly authorized representatives. By execution of this Schedule, the parties acknowledge that GTS Technology Solutions, Inc. is the Lessor under the terms of this Schedule, the TX DIR Contract Number DIR-TSO-3655, and wherever Lessor is referenced in the MLA, and that all references herein to Lessor shall mean and refer to GTS Technology Solutions, Inc. In addition, both parties agree that GTS Technology Solutions, Inc. is an authorized equipment reseller under TX Dir Contract Number DIR-TSO-3655.

LESSOR: GTS Technology Solutions, Inc.

LESSEE: Williamson County, Texas

BY: 

BY: _____

NAME: Ryan Grant

NAME: _____

TITLE: President

TITLE: _____

DATE: 5/1/2018

DATE: _____

1. INITIAL SCHEDULE TERM.

The 1st day of June, 2018, plus thirty-six (36) months thereafter.

2. RENT PAYMENTS.

See attached Exhibit A – Rent Payment Schedule

3. EQUIPMENT LOCATION.

301 SE Inner Loop, Georgetown, TX 78626

4. EQUIPMENT DESCRIPTION.

See Attachment A annexed hereto and made a part hereof.

Total Equipment Cost Value*: \$2,156,875.49.

*Provided solely for the purposes of calculating proportional Stip Loss Values pursuant to Section 18 of the Master Lease Agreement and in conjunction with Section 5 of this Schedule.

5. STIP LOSS VALUES.

The Stip Loss Value for the Equipment shall be the percentage set forth below of the Equipment Cost Value set forth in Section 4 of this Schedule. If no Equipment Cost Value is given for a piece of Equipment, the Stip Loss Value and the proportional Rent calculations for the purposes of Section 18 of the Master Lease Agreement shall be based on the ratio of Lessor's original purchase price for that Equipment to Lessor's original purchase price for all Equipment(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>S.L.V. %</u>
1	105.00
2	75.64
3 and thereafter	40.00

6. FISCAL PERIOD. July 1, 2017 to June 30, 2018

7. TAX COVENANTS.

Lessee will take no action that would cause the interest portion of the Rent payments to become includible in the gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 and Treasury Regulations promulgated thereafter (collectively referred to here as "Code"), all as amended from time to time. (a) It is expected that Rent payments under this Lease will be paid from periodic appropriations You deposited into Your general fund, that such appropriations will equal the Rent payments due during each of Lessee's Fiscal periods, and that all amounts paid for Rent payments will be from an appropriation made by Lessee during the Fiscal Period in which such Rent payment is made. No other fund or account, authorized or established pursuant to this Contract, or otherwise, will be used directly or indirectly to pay Rent payments under this Lease nor is any other fund pledged as security for the payment of Rent payments under this Lease. (b) Lessee agrees to comply with all applicable "arbitrage regulations". Lessee is a State or political subdivision thereof within the meaning of IRC Sec. 103. The Equipment will be used exclusively for a public, governmental purpose and not a private purpose for the entire term hereof. The Equipment will be used for an essential governmental purpose for the entire term hereof. In compliance with federal statutes relating to tax exempt obligations, Lessee agrees to cooperate with Lessor in the assimilation and verification of information with regard to any matters whatsoever concerning this Lease, and further agree to execute, deliver and provide Lessee with satisfactory evidence of the filing of such documentation as may be required for the purpose of properly reporting this Lease, including without limitation, IRS Forms 8038-G or 8038-GC. You understand and agree that Rent payments hereunder have been bargained for in consideration of Lessee's fulfillment of the obligations described immediately above, in addition to your other obligations hereunder. Upon any event which causes the interest component of the Rent payments to be included in gross income, You agrees with Lessor that, at Lessee's option, either (i) if the resulting interest charges shall not exceed the maximum rate allowed by law, this Lease will be amended in writing to increase all Rent payments remaining from the time of such failure ("Adjusted Payments") or extend the term ("Adjusted Term"), or both, such that the Adjusted Payments will fully amortize the total cost set forth above over the term (or, if applicable, the Adjusted Term) at an interest rate of 1.54 times the rate at which the original Rent payments were calculated or (ii) an event of Lessee default pursuant to Section 23 shall have occurred. You further agree that the Adjusted Payments, and if applicable, the Adjusted Term, shall apply in lieu of the remaining original Rental payments wherever referenced herein and the Prepayment Amount shall be recalculated based on such Adjusted Payments, and if applicable, the Adjusted Term.

8. END OF TERM AND RETURN PROVISIONS.

In replacement of the provisions provided in Section 13 (Purchase and Renewal Options; Location and Surrender of Equipment) of the lease, provided the Lessee is not in default, once the last payment has been made, as well as any outstanding sales and/or property tax, the Lessee will own the Equipment for \$1.00. In an Event of Default or non appropriation, Lessee will comply to the following return conditions:

- a. Equipment returned shall be the Whole Unit. Whole Units shall be defined as Cameras and all associated peripherals (the term "Peripherals" shall include the cables, mounts, sensors and trigger boxes; i.e., anything other than the Cameras).
- b. All copies of operating software, which were pre-loaded on the Equipment 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.

- c. Lessee shall arrange and pay for de-installation 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 Equipments Stip Loss Value last in effect.
- d. Lessee shall, at its expense, cause each returned Equipment to be repaired as necessary to qualify for maintenance by the manufacturer and to contain all current manufacturer-prescribed engineering changes.
- e. Upon request, Lessee shall provide Lessor, within ten (10) days of Equipment de-installation, written certification by the manufacturer that the Equipment qualifies for maintenance.
- f. Lessor will grant Lessee a fifteen (15) day grace period from the end of the Initial Schedule Term to return the applicable cameras and peripherals.

9. EXECUTION.

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



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0023571
Date: 4/11/2018
Delivery Date:
Expire Date: 5/10/2018
Customer ID: TXWLCO13004
Sales Contact: Jeremy Kling

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Herschel Sovo
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	ARB-KIT-HD: PANASONIC ARBITRATOR MK3, HD CAMERA, 256 GB SSD, WIRELESS 1 INTEGRATED OPTION	DIR-TSO-4025	251.00	EACH	\$3,933.91	\$987,411.41
2	ARB-WV-VC31-C: PANASONIC BACK SEAT CAMERA, INCLUDES CABLE	DIR-TSO-4025	201.00	EACH	\$388.73	\$78,134.73
3	ARB-M90: PANASONIC : 900 MHz Wireless Microphone Full Kit	DIR-TSO-4025	257.00	EACH	\$513.27	\$131,910.39
4	TGS-3DP: G-FORCE SENSOR FOR ARBITRATOR VEHICLE, INCLUDES CABLES	DIR-TSO-4025	257.00	EACH	\$222.36	\$57,146.52
5	ARB-256SSD: 256GB 2.5" 7MM SSD FOR ARBITRATOR	DIR-TSO-4025	236.00	EACH	\$457.77	\$108,033.72
6	ARB-KIT-HDNOCAM: PANASONIC : Arbitrator MK3, 256 GB SSD, Wireless 1 integrated option	DIR-TSO-4025	9.00	EACH	\$3,599.64	\$32,396.76
7	WV-SFV130: PANASONIC SOLUTIONS COMPANY : 1080P OUTDOOR VANDAL DOME NETWORK CAMERA NOTE:	DIR-TSO-4025	7.00	EACH	\$426.10	\$2,982.70
8	In-Vehicle + Body Worn Camera Integration					
8	ARB-BWCBLANT-BLB: PANASONIC : Low profile Blade Type Antenna.High gain combination WiFi and Bluetooth antenna connecting via Reverse Polarity, Right Angled male SMA, Threaded Bolt mount, 15 feet coax cable, color: Black	DIR-TSO-4025	228.00	EACH	\$72.70	\$16,575.60
9	ARB-BWC3PAIRDCK: PANASONIC : BWC MK3 In-Vehicle Pairing Dock w/Wiring Harness/ Mounting Bracket	DIR-TSO-4025	228.00	EACH	\$203.11	\$46,309.08
10	ARB-BWC3-CTB: Common Trigger Box (CTB) with power cable. (No Antenna)	DIR-TSO-4025	228.00	EACH	\$245.87	\$56,058.36
11	TIS-BWC3-CVM: Custom Visor Mount for Panasonic Body Worn Camera NOTE:	DIR-TSO-3652	4.00	EACH	\$175.00	\$700.00
12	Body Camera					
12	ARB-BWC3MAINKIT-T: PANASONIC : Body Worn Camera Main Controller Unit, USB Cable, Charger and Mount Adapter Plate, Tether Included	DIR-TSO-4025	319.00	EACH	\$747.17	\$238,347.23

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0023571
Date: 4/11/2018
Delivery Date:
Expire Date: 5/10/2018
Customer ID: TXWLCO13004
Sales Contact: Jeremy Kling

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Herschel Sovo
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
13	ARB-BWC3MAGM-KIT: PANASONIC : BWC MK3 Main Magnet Plate W/Metal Attachment Plate and screws	DIR-TSO-4025	319.00	EACH	\$70.31	\$22,428.89
14	ARB-BWC3-8BAY: PANASONIC : MK3 BWC 8 Bay Dock (No Network or USB Cables). Power Supply Included NOTE:	DIR-TSO-4025	16.00	EACH	\$1,589.32	\$25,429.12
	Professional Services					
15	CF-ARBS09TFMCNS: PANASONIC ARBITRATOR SERVICE - FIELD SERVICE TEAM, DAILY CONSULTING RATE	DIR-TSO-4025	8.00	EACH	\$2,245.52	\$17,964.16
16	CF-ARBS09TFMTV: ARBITRATOR SERVICE - FIELD SERVICE TEAM, ON-SITE FIELD CONSULTING TRAVEL NOTE:	DIR-TSO-4025	1.00	EACH	\$2,245.52	\$2,245.52
	Licensing (Annual Renewal)					
17	ARB-SOFICVOPBUN3: PANASONIC : In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year 1,2 & 3(Includes Device License, Helpdesk)	DIR-TSO-4025	292.00	EACH	\$137.20	\$40,062.40
18	ARB-SOFBWC3OPBUN3: PANASONIC : Body Worn, UEMS1, On Prem Storage Bundle Per Device 3 Year (Includes Device License, Helpdesk, Deployment, Hotswap)	DIR-TSO-4025	319.00	EACH	\$220.50	\$70,339.50
19	CF-SVCARB2ICC1: ARBITRATOR 360 CAR INSTALLATION TRAINING - TRAIN THE INSTALLERS ON UP TO 3 VEHICLES INCLUDES TRAVEL	DIR-TSO-4025	1.00	EACH	\$2,724.40	\$2,724.40
20	ARB-SVCBWCKTP3Y: Protection Plus - BWC Kit Years 1 - 3	DIR-TSO-4025	319.00	EACH	\$127.48	\$40,666.12
21	SERVICES: DEPLOYMENT CLIENT SE: Installation/Deinstallation Services	DIR-TSO-3655	262.00	EACH	\$683.24	\$179,008.88

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted.	Total Weight (EACH): 0 Total Volume (EACH): 0	Sales Total: \$2,156,875.49 Freight & Misc.: \$0.00	
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total: \$0.00 Total (USD): \$2,156,875.49	

Exhibit A - RENT PAYMENT SCHEDULE

The Interest Portion of this Payment Schedule is provided for internal comparisons only.

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest Portion**</u>	<u>Prepayment Amount*</u>
6/1/18	475,000.00	10,969.92	1,792,429.64
6/1/19	923,190.00	101,374.03	905,088.23
6/1/20	923,190.00	52,160.56	0.00

By: 

(GTS Technology Solutions, Inc.)

By: _____

(Williamson County, Texas)

* The prepayment amount is due concurrently with and in addition to the Payment then due.

** Lessor reserves the right to reallocate principal and interest in order to reflect the actual rates at which assignments are ultimately made. In no event shall the total interest portion be increased.

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the authorized _____ of Williamson County, Texas ("Lessee"), and further certify that the individuals whose name(s) and signature(s) appear below are authorized to enter into, execute and deliver Schedule No. TXM131-1 dated as of May 1, 2018, incorporating the terms of Appendix E, Master Lease Agreement to TX DIR Contract Number DIR-TSO-3655 between GTS Technology Solutions, Inc. and Lessee, and to enter into, execute and deliver any Schedules, Riders, Amendments and other documents related thereto.

IN WITNESS WHEREOF, I set my hand and the seal of the Lessee this ____ day of _____, 20 ____.

(Seal)

Signature _____

Name _____

NAME	TITLE	SIGNATURE
<u>Not Applicable</u>	_____	_____
<u>Not Applicable</u>	_____	_____
<u>Not Applicable</u>	_____	_____

CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Schedule No. TXM131-1 dated as of May 1, 2018 to Appendix E, Master Lease Agreement to TX DIR Contact Number DIR-TSO-3655 (collectively, the "Lease") between GTS Technology Solutions, Inc. ("Lessor") and Williamson County, Texas ("Lessee").

1. Equipment(s). The Lessee hereby certifies that the Equipment 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: June 1, 2018

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:

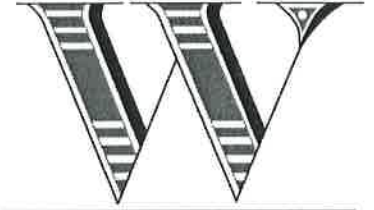
(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior 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 Equipment are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE: Williamson County, Texas

BY _____

NAME _____

TITLE _____



**WILLIAMSON
COUNTY**

1848

May 1, 2018

Williamson County
710 S Main Street
Georgetown, TX 78626

RE: Schedules to Appendix E, Master Lease agreement to Contract No. DIR-TSO-3655 (the Agreement") between GTS Technology Solutions, Inc. ("Lessor") and Williamson County, Texas ("Lessee") as assigned to ePlus Group, Inc. ("Assignee")

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

- 1) The property will be used by Williamson County
- 2) The responsibilities of the Lessee are Use of the New System
- 3) The Property is essential to the Lessee's obligation to perform the following functions: Video recording to support Law Enforcement Activities
- 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 e property are / are not (circle one) permanent and non- cyclical?
- 7) The Property is / is not (circle one) replacing asset(s) which perform a similar function.

If the property is replacing asset(s) which performed a similar function, what was the prior asset(s) was it owned or leased, how old was it and what happened to it? Owned L3 In Car Video, did not own or lease body- worn cameras Age varied in years and will be replaced the Panasonic System.

- 8) The property is / is not (circle one) supplementing prior asset(s)
If the property is supplementing prior asset(s), what portion is the property of the entire system (e.g., 50% of the total system in size and function)? This will replace the previous system entirely
- 9) Would the Lessee be able to perform its functions without the property? Not to the same level
- 10) What is the useful life of the property? 5-10 years
- 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? _____

Sincerely,

By: _____

Title: _____



WILLIAMSON COUNTY
COURTHOUSE
710 MAIN STREET
GEORGETOWN, TEXAS 78626

Hal Hawes, General Counsel

Office of General
Counsel
Williamson County, Texas

TELEPHONE: (512) 943-3878

Stan O. Springerley, Assistant General Counsel

May 1, 2018

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd, Ste 125
Austin, TX 78758

Ladies and Gentlemen:

We are counsel to Williamson County, Texas (the "Lessee") and in that capacity we have examined DIR Contract No. DIR-TSO-3655 (and all appendices thereto) (collectively, the "Contract") and all subsequent Schedules thereto (collectively the "Lease") between Lessee and GTS Technology Solutions, 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 Texas to carry out its obligations under the Lease;
- (b) The Lease has been duly authorized, executed and delivered by County Judge Dan Gattis, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;
- (c) No additional approval (other than that already obtained from the Williamson County Commissioners Court), 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 procurement and 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 Texas;

(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.

Thank you for your prompt attention and assistance in this regard.

Sincerely,



Stan O. Springerley
Texas Bar No. 24013549
sspringerley@wilco.org

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Williamson County, Texas		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 710 Main Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Georgetown, TX 78626		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Schedule No. TXM131-1 dated 5/1/18 issued under Appendix E, Master Lease Agreement		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ► Cameras	2,156,875	49
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield	
21 5/30/2021	\$ 2,156,875.49	N/A	3 years	5.988	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		
23 Issue price of entire issue (enter amount from line 21, column (b))		2,156,875.49
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	2,156,875.49

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b** Enter the final maturity date of the GIC ▶ _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool obligation ▶ _____
 - c** Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d** Enter the name of the issuer of the master pool obligation ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no. ▶

Instructions for Form 8038-G (Rev. September 2012)



Department of the Treasury
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not

submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC,

Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation.

A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make

an irrevocable election to pay a penalty. The penalty is equal to 1¹/₂% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to

communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other

than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not

more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

NOTICE OF ASSIGNMENT LETTER

May 1, 2018

Williamson County, Texas
701 Main Street
Georgetown, TX 78626

Re: That certain Schedule No. TXM131-1 to Appendix E, Master Lease Agreement to TX DIR Contact Number DIR-TSO-3655 (collectively, the "Lease") between GTS Technology Solutions, Inc. (the "Lessor") and Williamson County, Texas (the "Customer"), as assigned to ePlus Group, inc. (the "Assignee") under the terms and conditions of Appendix E, Master Lease Agreement to TX DIR Contact Number DIR-TSO-3655 between GTS Technology Solutions, Inc. and the State of Texas, acting by and through the Department of Information Resources and TX DIR Contract Number DIR-TSO-3655.

Please be advised that pursuant to the Agreement, GTS Technology Solutions, Inc. is assigning all of its right, title and interest in, to and under the Agreement, the Equipment and all payments due thereunder (including one (1) Rent payment in the amount of \$475,000.00 and two (2) annual Rent payments in the amount of \$923,190.00 beginning with the 1st payment due June 1, 2018) due thereunder to:

ePlus Group, inc.

Any payment hereunder made to Lessor shall be paid to Lessor in trust for Assignee and, as such, shall not be property of Lessor, and in the event of a bankruptcy of Lessor, shall not be an Equipment or property of Lessor's estate

All Rent and other payments to be paid under this Schedule shall be invoiced by the Assignee and paid by the Customer directly to the Assignee as set forth below or as otherwise directed in writing by the Assignee. The below remit to address cannot be changed and the payments assigned hereunder cannot be re-directed without the express written consent of the Assignee.

All payments are to be sent directly to:

ePlus Group, inc.
c/o PNC Bank
PO Box 392458
Cleveland, OH 44193-2458

All notices in connection with the Agreement are to be sent directly to:


ePlus Group, inc.
Attn: Contracts Department
13595 Dulles Technology Drive
Herndon, VA 20171

Lessor hereby grants to Assignee a limited power of attorney for Assignee to deposit checks made in Lessor's name with respect to any payment due under this Schedule

Furthermore, without the prior written consent of Assignee, which shall not be unreasonably withheld, neither the Lessor nor Lessee shall assign, sublease, transfer, pledge or hypothecate the Notice of Assignment or any interest.

We request that this Notice of Assignment be acknowledged by signing in the space provided below and returning an original document to us.

Sincerely,
GTS Technology Solutions, Inc.

By: 
Name: Ryan Grant
Title: President
Date: 5/1/2018

ACKNOWLEDGED AND AGREED:
Williamson County, Texas

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:
ePlus Group, inc.

By: _____
Name: _____
Title: _____
Date: _____