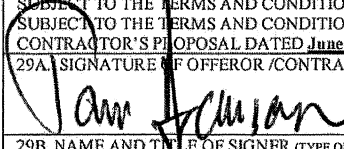
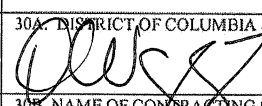


GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				1. REQUISITION/PURCHASE ORDER NUMBER Funding Certificate		PAGE 1	
2. TASK ORDER AGREEMENT/CONTRACT NO. CFOPD-14-C-056		3. Award/Effective Date See Box 30C	4. CONTRACTOR'S CONTRACT NUMBER <input type="checkbox"/> DCSS <input type="checkbox"/> GSA <input checked="" type="checkbox"/> Cooperative Agreement NJPA Contract #100312-SEC		5. SOLICITATION NUMBER N/A	6. CAPTION Sharp Phase 2 Copier Lease and Maintenance	
7. PROGRAM OFFICE CONTACT (Contracting Officer Technical Representative-COTR): Office of Chief Financial Officer - OMA Logistics and Support Services 1101 4th Street, SW, Suite 1636 Washington, DC 20024		A. NAME Brenda Proctor Director of Logistics and Support Services		B. TELEPHONE (No Collect Calls) (202) 442-6930		8. EMAIL: brenda.proctor@dc.gov	
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024 (202) 442-7012			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS <input type="checkbox"/> COG SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> NET 30
15. CONTRACTOR / OFFEROR Sharp Electronics Corporation 1300 Wilson Blvd. 8th Fl. Arlington, VA 22209 M-202-550-5057, T-571-480-5630, Attn: Thomas Dawson, Federal Account Manager tom.dawson@sharpsec.com			16. PAYMENT WILL BE MADE BY CODE District of Columbia Government Office of the Chief Financial Officer - OMA Office of Financial Operations 1100 4 th Street, SW, Suite E600 Washington, D.C. 20024				
15A. DUNS CODE		15B. TAX ID NO. 131968872					
17. DELIVER TO Office of Chief Financial Officer - OMA Logistics and Support Services 1101 4th Street, SW, Suite 1636 Washington, DC 20024			18. ADMINISTERED BY Office of Chief Financial Officer - OMA Logistics and Support Services 1101 4th Street, SW, Suite 1636 Washington, DC 20024				
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE EXHIBIT D OF TASK ORDER			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
1.	The Contactor shall provide the equipment and services specified in the incorporated documents of this contract.						
2.	Original Term	9/1/04 – 9/30/14				Firm Fixed	\$15,391.00
3.	Renewal Term 1	10/1/14 – 9/30/15				Firm Fixed	\$184,692.00
4.	Renewal Term 2	10/1/15 – 9/30/16				Firm Fixed	\$184,692.00
5.	Renewal Term 3	10/1/16 – 9/30/17				Firm Fixed	\$184,692.00
6.	Renewal Term 4	10/1/17 – 9/30/18				Firm Fixed	\$184,692.00
7.	Renewal Term 5	10/1/18 – 6/30/19				Firm Fixed	\$138,519.00
8.	RENEWAL TERM: The District may exercise a renewal term by written notice before expiration of the current term, with subsequent purchase order, to the Contractor, subject to the availability of appropriated funds and the continued bona fide needs of the District.						
9.	ORDER OF PRECEDENCE: A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence: (1) Task Order Agreement, (2) Requisition/Purchase Order Number (Box 1) Standard Contract Provisions, (3) Contractor's Contract, (4) and Master Equipment Lease-Purchase Agreement dated July 29, 2014 between the District, and Lease Servicing Center, Inc. dba National Cooperative Leasing.						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) Original Term \$15,391.00		
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED June 30, 2014 IS INCORPORATED BY REFERENCE.				28. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) THOMAS DAWSON		29C. DATE SIGNED 08-05-2014		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Drakus Wiggins, CPPB, CPPO		30C. DATE SIGNED 8/6/14	

MASTEREQUIPMENTLEASE-PURCHASEAGREEMENT

Dated as of July 29, 2014

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between Lease Servicing Center, Inc. dba National Cooperative Leasing ("*Lessor*") and the Lessee identified below ("*Lessee*").

Lessee: District of Columbia

1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "*Schedule*" means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a "*Payment Schedule*"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available

therefor ("*Legally Available Funds*") in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge one percent (1%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. TERMINATION UPON NON-APPROPRIATION EVENT.

5.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

5.2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a "*Non-Appropriation Event*" shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event (b) on the Return Date, Lessee shall return to Lessor all, but

not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, *provided*, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further*, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 5.2. "*Return Date*" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

6. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

7. TITLE; SECURITY INTEREST.

7.1. Upon Lessee's acceptance of any Equipment under a Lease, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 19 and 20 hereof.

7.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

8. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

9. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor.

10. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the location specified in the Schedule ("Location") without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

11. LIENS AND SUBLEASES.

Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12. RISK OF LOSS.

12.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 12.

12.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

12.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including

the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

12.4. Lessee shall bear the risk of loss for and, shall pay directly, damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

13. INSURANCE.

13.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as lender loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

13.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance

policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

13.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

14. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

15. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease and, the Equipment subject thereto, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease.

(b) the Lease has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its respective terms;

(c) the Lease and the authorization, execution and delivery of the Lease comply with District of Columbia Law.

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) to the best of Lessee's knowledge there is no pending threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

16. TAX COVENANTS.

Lessee hereby covenants and agrees that:

- (a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) make the determinations and maintain the records required by the Code; and (iv) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.
- (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. In no event will the amount due here exceed \$7,500 per year of the contract. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

17. ASSIGNMENT.

17.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, or any interest in any thereof.

17.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment, and/or may grant or assign a security interest in any Lease, its

Equipment, in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

17.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

18. EVENTS OF DEFAULT.

For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 11, or 17.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee 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 for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

19. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 20 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may sue Lessee to recover all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

20. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 5 or 19 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

21. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the District of Columbia (the "State").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State. Unless Lessor breaches its obligations under the contract of which its obligations are limited to providing Quiet Enjoyment of the leased equipment by the Lessee.

22. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

23. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

23.1. Within thirty (30) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. Lessor agrees to access financial statements as available online per this requirement.

23.2. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment.

24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee

covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

26. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

27. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

28. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the

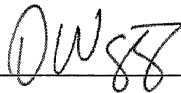
written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

29. IMPORTANT INFORMATION ABOUT PHONE CALLS.

By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

District of Columbia, *as Lessee*

Lease Servicing Center, Inc. dba National
Cooperative Leasing, *as Lessor*

By: 

By: _____

Name: Drakus Wiggins

Name: _____

Title: Contracting Officer

Title: _____

1350 Pennsylvania Avenue NW, Suite 316
Washington, DC 20004

220 22nd Avenue E, Suite 106
Alexandria, MN 56308

LEASE SCHEDULE NO. 14446

Dated as of July 29, 2014

This Lease Schedule (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated July 29, 2014.

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 5.1 and 15 thereof) are true and correct as though made on the date of execution of this Schedule.
5. *Reserved.*

SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 14446 dated as of July 29, 2014 by and between Lease Servicing Center, Inc. dba National Cooperative Leasing, as lessor, and District of Columbia, as lessee.

Commencement Date: Date of final installation

1. EQUIPMENT LOCATION & DESCRIPTION:

Department / Location	Lease Amount	Printer/Copier Model	Accessories
Office of the General Counsel 1350 Penn Ave. NW, Suite 200 Washington, DC 20004	\$206.00	MX-5141N	MX-FN10 Finisher, MX-RB20 Paper Pass, MX-PNX5B Punch Unit, MX-DE23 Stand, MX-TRX2 Exit Tray, MX-FR24U Data Security Kit, MX-FX11 Fax, Surge Protector
OMA Office of Contracts 1100 4 th St. SW, Suite E610 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
OMA Financial Operations 1100 4 th St. SW, Suite E600 Washington, DC 20024	\$325.00	MX-6240	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Human Resources 1101 4 th St. SW, Suite 2544 Washington, DC 20024	\$206.00	MX-5141N	MX-FN10 Finisher, MX-RB20 Paper Pass, MX-PNX5B Punch Unit, MX-DE23 Stand, MX-TRX2 Exit Tray, MX-FR24U Data Security Kit, MX-FX11 Fax, Surge Protector
Human Resources 1101 4 th St. SW, Suite 2544 Washington, DC 20024	\$129.00	MX-M365N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of the Chief Information Officer 1101 4 th St. SW, Suite W350 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Office of the Chief Information Officer 1101 4 th St. SW, Suite W350 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Office of the Chief Information Officer 1101 4 th St. SW, Suite W350 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$206.00	MX-5141N	MX-FN10 Finisher, MX-RB20 Paper Pass, MX-PNX5B Punch Unit, MX-DE23 Stand, MX-TRX2 Exit Tray, MX-FR24U Data Security Kit, MX-FX11 Fax, Surge Protector

Financial Operations and Systems 1100 4 th St. SW, Suite E840 Washington, DC 20024	\$1,092.00	MX-6500	MX-MF10 Multi-Bypass Tray, MX-FN22 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector, MX-ST10 Stacker, MX-CA10 Paper Cart, MX-SL10 Status Indicator, MX-PE10 EFI Flery Server
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$440.00	MX-1204N	MX-MFX1 Multi-Bypass Tray, MX-FN21 Finisher, MX-RB18 Curl Correction, MX-FR38U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$495.00	MX-7500	MX-MF10 Multi-Bypass Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Finance and Treasury 1101 4 th St. SW, Suite W850 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Integrity and Oversight 1100 4 th St. SW, Suite E750 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Integrity and Oversight 1100 4 th St. SW, Suite E750 Washington, DC 20024	\$325.00	MX-6240	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Office of Pay and Retirement Systems 441 4 th St. NW Suite 400S Washington, DC 20001	\$440.00	MX-1204N	MX-MFX1 Multi-Bypass Tray, MX-FN21 Finisher, MX-RB18 Curl Correction, MX-FR38U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Pay and Retirement Systems 441 4 th St. NW Suite 400S Washington, DC 20001	\$440.00	MX-1204N	MX-MFX1 Multi-Bypass Tray, MX-FN21 Finisher, MX-RB18 Curl Correction, MX-FR38U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Pay and Retirement Systems 441 4 th St. NW Suite 400S Washington, DC 20001	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Pay and Retirement Systems 441 4 th St. NW Suite 400S Washington, DC 20001	\$206.00	MX-5141N	MX-FN10 Finisher, MX-RB20 Paper Pass, MX-PNX5B Punch Unit, MX-DE23 Stand, MX-TRX2 Exit Tray, MX-FR24U Data Security Kit, MX-FX11 Fax, Surge Protector
Office of Revenue Analysis 1101 4 th St. SW, Suite W770 Washington, DC 20024	\$358.00	MX-7040	MX-MF10 Multi-Bypass Tray, MX-TR14 Exit Tray, MX-FN21 Finisher, MX-PN13 Punch Module, MX-RB12 Paper Pass, MX-RB15 Curl Correction, MX-FR34U Data Security Kit, Surge Protector
Office of Revenue Analysis 1101 4 th St. SW, Suite W770 Washington, DC 20024	\$146.00	MX-M565N	MX-FN17 Finisher, MX-PN11B Punch Unit, MX-DE13 Paper Drawer, MX-TR13 Exit Tray, MX-FR44U Data Security Kit, MX-FX11 Fax, Surge Protector

***SERIAL NUMBERS TO BE INCLUDED ON NOTICE OF INSTALLATIONS**

2. LEASE PAYMENT SCHEDULE:

(a) Total Amount Financed: \$449,391.00

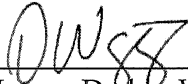
(b) Payment Schedule:

Payment Number	Payment	Interest	Principal	Balance	Termination Value
1	\$8,622.00	\$1,660.03	\$6,961.97	\$442,429.03	\$455,701.90
2	\$8,622.00	\$1,634.32	\$6,987.68	\$435,441.35	\$448,504.59
3	\$8,622.00	\$1,608.50	\$7,013.50	\$428,427.85	\$441,280.69
4	\$8,622.00	\$1,582.60	\$7,039.40	\$421,388.45	\$434,030.10
5	\$8,622.00	\$1,556.59	\$7,065.41	\$414,323.04	\$426,752.73
6	\$8,622.00	\$1,530.49	\$7,091.51	\$407,231.53	\$419,448.48
7	\$8,622.00	\$1,504.30	\$7,117.70	\$400,113.83	\$412,117.24
8	\$8,622.00	\$1,478.00	\$7,144.00	\$392,969.83	\$404,758.92
9	\$8,622.00	\$1,451.61	\$7,170.39	\$385,799.44	\$397,373.42
10	\$8,622.00	\$1,425.13	\$7,196.87	\$378,602.57	\$389,960.65
11	\$8,622.00	\$1,398.54	\$7,223.46	\$371,379.11	\$382,520.48
12	\$8,622.00	\$1,371.86	\$7,250.14	\$364,128.97	\$375,052.84
13	\$8,622.00	\$1,345.08	\$7,276.92	\$356,852.05	\$367,557.61
14	\$8,622.00	\$1,318.20	\$7,303.80	\$349,548.25	\$360,034.70
15	\$8,622.00	\$1,291.22	\$7,330.78	\$342,217.47	\$352,483.99
16	\$8,622.00	\$1,264.14	\$7,357.86	\$334,859.61	\$344,905.40
17	\$8,622.00	\$1,236.96	\$7,385.04	\$327,474.57	\$337,298.81
18	\$8,622.00	\$1,209.68	\$7,412.32	\$320,062.25	\$329,664.12
19	\$8,622.00	\$1,182.30	\$7,439.70	\$312,622.55	\$322,001.23
20	\$8,622.00	\$1,154.82	\$7,467.18	\$305,155.37	\$314,310.03
21	\$8,622.00	\$1,127.23	\$7,494.77	\$297,660.60	\$306,590.42
22	\$8,622.00	\$1,099.55	\$7,522.45	\$290,138.15	\$298,842.29
23	\$8,622.00	\$1,071.76	\$7,550.24	\$282,587.91	\$291,065.55
24	\$8,622.00	\$1,043.87	\$7,578.13	\$275,009.78	\$283,260.07
25	\$8,622.00	\$1,015.88	\$7,606.12	\$267,403.66	\$275,425.77
26	\$8,622.00	\$987.78	\$7,634.22	\$259,769.44	\$267,562.52
27	\$8,622.00	\$959.58	\$7,662.42	\$252,107.02	\$259,670.23
28	\$8,622.00	\$931.27	\$7,690.73	\$244,416.29	\$251,748.78
29	\$8,622.00	\$902.86	\$7,719.14	\$236,697.15	\$243,798.06
30	\$8,622.00	\$874.35	\$7,747.65	\$228,949.50	\$235,817.99
31	\$8,622.00	\$845.73	\$7,776.27	\$221,173.23	\$227,808.43
32	\$8,622.00	\$817.01	\$7,804.99	\$213,368.24	\$219,769.29
33	\$8,622.00	\$788.17	\$7,833.83	\$205,534.41	\$211,700.44
34	\$8,622.00	\$759.24	\$7,862.76	\$197,671.65	\$203,601.80
35	\$8,622.00	\$730.19	\$7,891.81	\$189,779.84	\$195,473.24
36	\$8,622.00	\$701.04	\$7,920.96	\$181,858.88	\$187,314.65
37	\$8,622.00	\$671.78	\$7,950.22	\$173,908.66	\$179,125.92
38	\$8,622.00	\$642.41	\$7,979.59	\$165,929.07	\$170,906.94
39	\$8,622.00	\$612.94	\$8,009.06	\$157,920.01	\$162,657.61
40	\$8,622.00	\$583.35	\$8,038.65	\$149,881.36	\$154,377.80
41	\$8,622.00	\$553.66	\$8,068.34	\$141,813.02	\$146,067.41

42	\$8,622.00	\$523.85	\$8,098.15	\$133,714.87	\$137,726.32
43	\$8,622.00	\$493.94	\$8,128.06	\$125,586.81	\$129,354.41
44	\$8,622.00	\$463.91	\$8,158.09	\$117,428.72	\$120,951.58
45	\$8,622.00	\$433.78	\$8,188.22	\$109,240.50	\$112,517.72
46	\$8,622.00	\$403.53	\$8,218.47	\$101,022.03	\$104,052.69
47	\$8,622.00	\$373.17	\$8,248.83	\$92,773.20	\$95,556.40
48	\$8,622.00	\$342.70	\$8,279.30	\$84,493.90	\$87,028.72
49	\$8,622.00	\$312.12	\$8,309.88	\$76,184.02	\$78,469.54
50	\$8,622.00	\$281.42	\$8,340.58	\$67,843.44	\$69,878.74
51	\$8,622.00	\$250.61	\$8,371.39	\$59,472.05	\$61,256.21
52	\$8,622.00	\$219.69	\$8,402.31	\$51,069.74	\$52,601.83
53	\$8,622.00	\$188.65	\$8,433.35	\$42,636.39	\$43,915.48
54	\$8,622.00	\$157.50	\$8,464.50	\$34,171.89	\$35,197.05
55	\$8,622.00	\$126.23	\$8,495.77	\$25,676.12	\$26,446.40
56	\$8,622.00	\$94.85	\$8,527.15	\$17,148.97	\$17,663.44
57	\$8,622.00	\$63.35	\$8,558.65	\$8,590.32	\$8,848.03
58	\$8,622.00	\$31.68	\$8,590.32	\$1.00	\$1.00
Grand Totals	\$500,076.00	\$50,685.00	\$449,391.00	-	-

District of Columbia, *as Lessee*

Lease Servicing Center, Inc. dba National
Cooperative Leasing, *as Lessor*

By 
Name: Drakus Wiggins
Title: Contracting Officer

By _____
Name: _____
Title: _____

* Assumes all Rent Payments and other amounts due on and prior to that date have been paid.