

### **hp** financial services

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean Lessor, Hewlett-Packard Financial Services Company. Our address is: 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922.

CUSTOMER   Lessee Name   Randolph Township Board of Education	EAUTO-		ret rives Company or	er ered rept in: not commi	en Dire, Suite 5000, Derkeiej 1	reigning 110 0772	
INFORMATION CDW-G ( ) Street Address/City/State/Zip  EQUIPMENT Quantity Make/Model		Randolph Township Board Billing Street Address/City/ 25 School House Road, Ran Equipment Location Street	County/State/Zip ndolph, NJ Address/City/County/State	/Zip	1973, 361-0808	22 - 6 Lease # 47649111040000 Schedule #	03
P. C. C. D. V. C. V. V. C. V.		CDW-G				Phone No.	
	-	Quar	ntity	Refer to Uni			
SCHEDULE Additional Provisions  Latest Commencement Date October 31, 2014  Quarterly October Annual  October Annual  Subject 7% N  □ Quarterly Subject Subjec	LEASE PAYMENT	36	1 1	N/A  Latest Commencement Date			Plus Applicable Taxes Subject to 7% NJ Upfront Sales Tax Unless Tax

#### PARTI

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment, Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment, You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

#### PARTII

- 1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT between you and us in connection with the Equipment and MERGES ANY OTHER UNDERSTANDING. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED except by a written agreement signed by both parties.
- 2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely chosen to lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF

ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES; (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (I) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (n) you do not use any Equipment.

Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (o) you are not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

- 3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS WHERE IS " EXCEPT AS TO QUIET ENJOYMENT WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED. DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE, YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 4. PAYMENTS, You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. YOU HEREBY AUTHORIZE US TO REDUCE THE LEASE PAYMENTS BY UP TO TWENTY PERCENT (20%) IN THE EVENT THAT THE ACTUAL TOTAL COST OF THE EQUIPMENT AT THE TIME OF CLOSING IS LESS THAN THE ESTIMATE. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY. INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER. MANUFACTURER. SALESPERSON, OR OTHER THIRD PARTY. No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.
- 5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations

or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

- 6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.
- 7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such fillings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attomey fees. You agree to pay us a documentation fee to be billed with the first Lease Payment to cover account setup and administrative costs.
- 8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.
- 9. SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITHOUT NOTICE. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.
- 10. OWNERSHIP, TITLE AND SECURITY INTEREST. We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene a true-lease transaction.

11. OPERATION AND MAINTENANCE; TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear... In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any

Until we actually receive the Equipment at the return location, this Lease renews automatically from month to month, and you agree to continue to make Lease Payments in accordance with Section 14 of this Lease

- 12. RISK OF LOSS AND INSURANCE. Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the unpaid balance of this Lease plus the then-current fair market value of the Equipment... You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.
- 13. INDEMNITY, You agree, to the extent permitted by law, to indemnify and hold us hamless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.
- 14. END OF TERM OPTIONS. If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis; (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect

to purchase the Equipment or renew this Lease, we will use our reasonable judgement to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by us. IF YOU DO NOT GIVE US SUCH WRITTEN NOTICE, THIS LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-MONTH TERMS THROUGH THE END OF THE CALENDAR MONTH FALLING AT LEAST SIXTY DAYS AFTER THE DATE YOU WILL HAVE DELIVERED TO US SUCH NOTICE. DURING ANY SUCH MONTH-TO-MONTH EXTENDED TERM, THE LEASE PAYMENTS WILL REMAIN THE SAME. We may cancel any month-to month renewal by sending you written notice 10 days' prior to the beginning of such month.

- 15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.10 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.
- 16. DEFAULT, You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any warranties or other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (e) your filing of a voluntary petition in bankruptcy, your adjudication as a bankrupt filing of any proceeding against you of a petition under the bankruptcy or similar laws of the United States or the State and the failure to dismiss the proceeding within 60 days after filing.
- 17. REMEDIES. Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term of this Lease plus the present value of our anticipated residual interest in the Equipment, plus (ii) all other amounts due or that become due under this Lease; (c) immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.
- 18. SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.
- 19. RELEASES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; OR (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.

20, MITIGATION OF DAMAGES. In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 5% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment., however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues.

21. MISCELLANEOUS, Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which you are located. YOU EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY so that trial shall be by and only to a court of competent jurisdiction. Any change in any of the terms and conditions of this Lease must be in writing and signed by us, All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its

address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. If you are a taxexempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including renewals or extensions, will not exceed a total of 60 months. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates,

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

RANDOLPH TOWNSHIP BOARD OF EDUCATION		HE	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY		
Х		X _			
Authorized Signature		A	Authorized Signature		
Print Name & Title	Date	F	Print Name & Title	Date	
		CERTIFICATION			
I, the undersigned, DO HER	EBY CERTIFY that I am a duly	elected or appointed and actir	ng officer (or duly authorize	d designee of such officer) of Randolph	
Township Board of Education (the	e "Customer"), a political subdivi	sion or agency or department	of the State of New Jersey, a	and that I have custody of the records of	
the Customer; that the individual	executing the above State and	Local Government Single Sch	nedule Operating Lease Agr	reement (the "Lease") on behalf of the	
Customer is incumbent in the offic	e printed or typed below his/her	signature and is duly authorize	ed to execute and deliver the	Lease and all related documents, in the	
name and on behalf of the Custome	,		ŭ		
IN WITNESS WHEREOF, I	have hereto set my hands and affi	xed the seal of the Customer th	nis day of	_, 2014.	
SEAL					
		Certifier's Signature [To be	e executed by person other that	n individual executing above lease.]	
		Print Name			
		Print Title			

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE



## **hp** financial services

Schedule No. 476491110400003

CUSTOMER: Randolph Township Board of Education	LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
Address 25 School House Road	Address 200 Connell Drive, Suite 5000
City/State/Zip Randolph, NJ	City/State/Zip Berkeley Heights, NJ 07922
Attention:	Attention:

Capitalized terms which are not defined in this Certificate shall have the meanings given these terms in the Single Schedule State and Local Government Operating Lease Agreement and Schedule (together, the "Lease") numbered above.

In compliance with the terms and conditions of the Lease, you agree and notify us that all of the Equipment listed in the Lease has been delivered and is fully installed; that you have inspected the Equipment and all testing you have deemed necessary has been performed by you, the manufacturer of the Equipment or the Supplier; and as of the date of this Certificate, the Equipment is fully operational for your purposes and you are fully satisfied with the Equipment and the Supplier who sold you the Equipment.

The insurance policies required by Section 12 of the Lease have been obtained and are in full force and effect, and the subject Equipment is located at the equipment location identified in the Lease.

By executing this Delivery and Acceptance Certificate the Customer agrees to the Lease commencement date and first payment due date as set forth below.

If the Lease Payments are due in advance, then the first Lease Payment shall be due on the Acceptance Date. If the Lease Payments are due in arrears, then the first Lease Payment shall be due at the end of the first Payment Frequency period as selected on the first page of the Lease.

Randolph Township Board of Education	
X	+
Customer's Authorized Signature	
Print Name and Title	
Acceptance Date	



NOTE: DO NOT SIGN AND RETURN THIS DOCUMENT UNTIL YOU HAVE RECEIVED ALL THE EQUIPMENT.

THEN fax to: (908) 898-4817, Attn Public Sector Team

NO COVER SHEET IS NECESSARY

THEN MAIL THE ORIGINAL TO: 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922