

# Installment Payment Agreement

Date: December 12, 2018

Installment Payment Agreement No. FLM160-1

THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT

Customer (Customer Name) Use EXACT registered name if a Corp., LLC, or LP		City of Riviera Beach				
Customer's Chief Executive Office	Street: 600 West Blue Heron Blvd	City: Riviera Beach	State: FL	County:	Zip: 33404	Customer Telephone (not cell):

This Installment Payment Agreement, as it may be amended or supplemented from time to time (the "Contract") may not be contradicted or modified by evidence of prior, contemporaneous or subsequent oral (including documents generated by You and not signed by Us) agreements. There are no unwritten oral agreements between You and Us. The Contract can be changed only by a signed written agreement between You and Us. If any provision is found unlawful, it shall be removed and the rest enforced per its terms.

1. **CONTRACT.** Customer ("You" or "Your") agrees to pay through ePlus Group, inc. ("ePlus", "We," "Us" or "Our") the hardware and licensed product listed below and all existing and future accessories, embedded software, additions, replacements and repairs ("Asset") upon the terms stated herein. (You and Us may be collectively referred to as "The Parties"). This Contract is not binding on Us until We sign below.

Asset Location (if different than "Chief Executive Office" shown above)	
Asset Description: See Attachment A annexed hereto and made a part hereof	Asset Supplier: Hayes E-Government Resources

Your Fiscal Period: \_\_\_\_\_ to \_\_\_\_\_

Original Term	36 Months	Contract Payment Start Date	Net 30 days from the date of Your purchase order issued to Us ("PO Date")	Asset Cost	\$734,275.31
	Contract Payment	\$266,139.59 due Net 30 days from PO Date	\$266,139.59 due first anniversary date of PO Date		
		\$266,139.59 due second anniversary date of PO Date		Check here if Contract Payment Includes Sales/Use Tax: <input type="checkbox"/>	

2. **UNCONDITIONAL OBLIGATIONS.** You agree that: (a) You, not We, selected the Asset(s) and the Supplier, (b) no statement made by the Supplier is binding on Us, (c) Your obligations to Us are unconditional despite any Asset failure or any other adverse condition, and Your obligation to make the Contract Payments shall not abate, reduce or diminish for any reason, including setoff, counterclaim, recoupment or any other defenses or doctrines, except as set forth in Section 10, (d) We are not a party to any contract you may have with the Supplier, and no breach by the Supplier will excuse You from performing Your obligations to Us, (e) if the Asset is unsatisfactory or if the Supplier fails to fulfill any obligation to You, You agree not to make any claim against Us and to continue performing hereunder, and (f) You represent and warrant for Our benefit and that of Our assigns that, as of the time of execution of this Contract: (i) You are an entity organized and existing under the laws of the State of Florida; and have adequate corporate power to enter into and perform this Contract; (ii) This Contract has been duly authorized, executed and delivered by You and constitutes a valid, legal and binding agreement enforceable in accordance with its terms and section 215.422, Florida Statutes and any similar laws; (iii) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by You of this Contract; and (iv) The entering into and performance of this Contract will not violate any judgment, order, law or regulation applicable to You. Nothing herein shall constitute a pledge by You of the full faith and credit of You, nor do You pledge any ad valorem taxes or other moneys, other than moneys lawfully appropriated by Your City Council from time to time for You in its annual budget for the purpose of making payments hereunder. We do not and shall not have the right to require or compel the exercise of any ad valorem taxing power, or the appropriation of any funds by Your City Council or any other sovereign power to obtain the performance of any of Your obligations created by this Contract.

3. **TERM.** This Contract will begin and all related services shall be deemed to be fully performed upon acceptance of the Asset as evidenced by a certificate of acceptance provided by You ("Commencement Date") and will continue for the number of months shown above ("Original Term") and is non-cancelable during the full Original Term, except as set forth in Section 10.

4. **PAYMENTS.** Contract Payments and other charges are payable periodically as set forth above and are payable only from funds arising from sources other than ad valorem taxation. Payments and late fees shall be handled by You in accordance with section 215.422, Florida Statutes and similar statutes.

5. **NO WARRANTIES.** We are receiving payments from You for the Asset(s) provided to You "as is". We have not made and hereby disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. You hereby grant Us a security interest in the Asset(s) and all proceeds thereof effective as of the Commencement Date. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Asset(s). You may contact the Supplier for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Supplier or manufacturer.

6. **INDEMNIFICATION.** We are not liable for any claims, damages (whether direct, indirect, incidental or consequential), losses or costs made against or incurred by You relating to the Asset(s) or this Contract.

7. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer"), or sublease, this Contract in whole or in part, except to a successor state agency by operation of Florida Law. You hereby consent to Our

assignment of Our interests in the Asset(s) and/or rights under this Contract, to a third party (a "New Owner"), in whole or part, in which case the New Owner will have all of Our rights but none of Our obligations. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

8. **TAXES; OTHER FEES.** You are responsible for all taxes and governmental charges relating to the Asset(s) or this Contract (collectively, with such taxes, "Governmental Charges"). If We pay any Governmental Charges, You agree to reimburse Us upon demand. We may periodically bill You for, and You agree to promptly pay, estimated future Governmental Charges. You appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us (i) a fee for preparing and filing personal property tax returns (ii) for all costs of filing, amending and releasing UCC financing statements and a fee for each such filing, and (iii) a processing fee of \$75.00 to cover Our investigation and other administrative costs in originating this Contract. You agree that the fees set forth in this Contract may include a profit component.

9. **DEFAULT.** You will be in default if, with respect to this Contract or any other agreement between You and Us, (i) subject to appropriation of funds, You fail to pay any sum as required by section 215.422, Florida Statutes (ii) You fail to perform or observe any other obligation required by this Contract, (iii) any representation or warranty made by You to Us in connection with this Contract shall be untrue in any material respect, or (iv) a change of control of Customer shall occur except as provided for in section 7. If You default, You agree that We may exercise any and all remedies available to Us under Florida Law.

10. **APPROPRIATION OF FUNDS.** Pursuant to section 287.0582, Florida Statutes, Your performance and obligation to pay under this Contract is contingent upon an annual appropriation from the City Council. You intend to continue this Contract for the term of this Contract and to pay the Contract Payments due under this Contract and other amounts due hereunder. You reasonably believe that legally available funds in an amount sufficient to pay all Contract Payments during the Original Term can be obtained. You further agree to do all things lawfully within Your power to obtain and maintain funds from which the Contract Payments may be paid. Notwithstanding the foregoing, in the event You lack funds for payment from appropriated and other lawful sources to continue the term of this Contract for any Fiscal Period of You beyond the Fiscal Period first in effect at the Commencement Date, You may terminate this Contract with regard to not less than all of the Assets on this Contract so affected, provided You provide Us written notice sixty (60) days prior to the end of your current Fiscal Period confirming this Contract will be so terminated. All of Your obligations to pay the Contract Payments due after the end of the Fiscal Period for which such termination applies will cease, all of Your interests in the Assets will terminate and You shall surrender the Assets in accordance with this Contract. Notwithstanding the foregoing, You agree without creating a pledge, lien or encumbrance upon funds available to You in other than Your current Fiscal Period, that Your City Manager will use best efforts to obtain appropriation of funds to avoid termination of this Contract by taking all appropriate action including the inclusion in Your budget request for each Fiscal Period during the Original Term hereof a request for adequate funds to meet Your obligations and to continue this Contract in force; You represent and warrant that You have adequate funds to meet Your obligations during the first Fiscal Period of the Original Term and that the Assets covered by this Agreement are and will be essential to You for the entire term of this Agreement. We and You understand and intend that the obligation of You to pay the Contract Payments hereunder shall constitute a current expense of You and shall not in any way be construed to be a debt of You in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of You beyond the Fiscal Period for which sufficient funds have been appropriated to pay the Contract Payments hereunder.

**11. REPRESENTATIONS AND WARRANTIES.** You represent, covenant and warrant for Our benefit and Our assignee(s): (i) The use of the Asset(s) is essential to Your proper, efficient and economic operation for the Original Term of this Contract; and (ii) You understand and agree that We are relying on the essential nature of the Asset(s) to You and upon Your covenant to complete full implementation of the Asset(s) and any system associated therewith (the "Project"). In the absence of such a covenant by You, We would not provide the installment payment option to You for the project under this Contract. Failure to honor this covenant shall be a material breach of this Contract and constitute an event of default hereunder, independent of any failure of the legislature to appropriate funds.

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

**13. RISK OF LOSS.** (a) With regard to the Asset(s), commencing upon delivery and continuing throughout the Original Term, You hereby assume and shall bear the risk of loss for any reason with respect to any damage, destruction, loss, theft, or governmental taking, whether partial or complete and whether through any fault or neglect of You or otherwise; (b) If any Asset is damaged, You shall promptly notify Us and shall, at Your expense, within sixty (60) days of such damage, cause to be made repairs necessary to return such Asset to its previous condition. You shall then be entitled to receive from Us any insurance received by Us in connection with such damage; (c) In the event any Asset is destroyed, damaged beyond repair, lost, stolen, or taken by governmental action for a stated period extending beyond the Original Term (an "Event of Loss"), You shall

promptly notify Us and pay to Us, on the next Contract Payment date following such Event of Loss, an amount equal to the Casualty Value amount for such Asset as set forth in Attachment B. After payment of such Casualty Value amount and all Contract Payments due and owing on or before such Payment date, Your obligation to pay further Contract Payments allowable to the Asset which suffered the Event of Loss shall cease. After paying such Casualty Value amount to Us, You shall be entitled to receive from Us any insurance received by Us in connection with such Event of Loss; (d) In the event of a governmental taking of any Asset for an indefinite period or a stated period which does not extend beyond the Original Term, all obligations of You with respect to such Asset (including payment of Contract Payments) shall continue. So long as You are not in default hereunder, We shall pay to You all sums received by Us from the government by reason of such taking.

**14. TITLE.** Title to the Asset(s) will pass to You at the end of the Original Term.

**15. SECURITY INTEREST.** You grants to Us and We retain a security interest in the Asset(s). You will not change or remove any insignia or lettering which We may place on the Asset(s) to indicate Our interest therein. During the Original Term, You will keep the Asset(s) free from any lien, encumbrance or legal process and You will promptly discharge any claim which might become a lien against the Asset(s).

**16. ASSET RETURN.** You are responsible for the return costs related to the termination of this Contract pursuant to Section 10, including deinstallation, rigging, drayage, freight, and insurance to the destination specified by Us within the United States. You will pay for any repairs necessary to make the Asset(s) acceptable for manufacturer's maintenance. You further agree to immediately return all originals and copies of the Software portion of the Asset(s) to Us and erase all Software resident in computer memory.

**17. MISCELLANEOUS.** This Contract shall be deemed to be performed in Leon County, Florida, and **the Contract shall be governed by the laws of the State of Florida, except that Virginia Code Section 8.9A-109 shall apply in lieu Fl. Stat. § 679.1091.** All legal actions relating to this Contract shall be venue in a state or federal court located in Palm Beach County, Florida. This Contract may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Contract. You agree to provide Us with Your Financial Statements. If You are a privately held entity then, You shall provide Us complete audited financial statements at each quarter end and fiscal year end, certified by Your independent certified public accountants and reasonably acceptable to Us within fourteen days of receipt of same from Your certified public accountants. **If it is determined that any amount charged under this Contract is greater than the amount allowed by law, including any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then any Excess Amount will be waived (or, if the Excess Amount was paid, it will be applied to past-due amounts, if any, or else refunded). In the event any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions herein.**

Accepted by <b>ePlus Group, inc.</b> 13595 Dulles Technology Drive, Herndon, VA 20171		Customer Name	City of Riviera Beach	
By	Date	By	Date	
		Print Name	Title	

## ATTACHMENT A TO FLM160-1

Part	Description	Qty
<b>RUBRIK: GSA SCHEDULE 70: GS-35-0256K</b>		
GSA NATIONAL CONTRACT	<b>Rubrik: R6408- Riviera Beach Location for Backup</b>	
367-RBK-R6408S-01	r6408s Appliance, 4-node, 96TB, SFP+ NIC, RCDM	2
367-RBK-SVC-PREM-A PPLIANCE-CTO	Premium Support, Prepaid for Rubrik Appliance, per brick, per month	36
367-RBK-SVC-PREM-A PPLIANCE-CTO	Premium Support, Prepaid for Rubrik Appliance, per brick, per month	36
<b>Pro-Services/Onsite deployment training</b>		
	Hayes install includes: Onsite deployment, training and the following optics and cables. 1. QTY x 2: Fiber Optic OM3 LC/LC Cable, 3M, pack of 4 - Rubrik, Inc. 2. QTY x 2: 10G/1G Dual Rate SFP+ Transceiver, pack of 4 - Rubrik, Inc	1
<b>WESTERN DIGITAL: GSA SCHEDULE 70 Contract: GS-35F-303DA</b>		
GSA NATIONAL CONTRACT	<b>Western Digital- Riviera Beach Location (Primary-All Flash Storage)</b>	
HD2080-200	IntelliFlash HD2080-200 High Density All-Flash Array (Dual Active/Active Controllers; 4 * Intel Xeon CPUs; 464 GB Memory; 184TB SSD in 2U) w/ IntelliFlash OS Software License, which includes: Intelligent Caching, Block and File protocols, Inline Deduplication and Compression, Space Efficient Snapshots and Clones, WAN Optimized Replication, Data Encryption	1
HD2080-200-3YR-NBD	3-Year Standard Proactive Support for IntelliFlash HD2080-200 (NBD parts, 7 * 24 call support)	1
T4200	IntelliFlash T4200 Hybrid Flash Array (Dual Active/Active Controllers; 4 * Intel Xeon CPUs; 464 GB Memory; 6TB SSD & 52TB HDD in 3U) w/ IntelliFlash OS Software License, which includes: Intelligent Caching, Block and File protocols, Inline Deduplication and Compression, Space Efficient Snapshots and Clones, WAN Optimized Replication, Data Encryption	1
T4200-3YR-NBD	3-Year Standard Proactive Support for IntelliFlash T4200 (NBD parts, 7 * 24 call support)	1
CARD-10G-E-2-SFP+	Dual Port 10Gbps Ethernet SFP+ NIC	4
EDU-ILT-ADM	IntelliFlash Introduction and Administration Training (In person training available in CA or CO (Duration: 2 days, 8:30 AM 5:00 PM) or virtually (Duration: 3 days, six hours per day). All T&E are the attendees responsibility if applicable.	1
PROSERV-STN	Standard Onsite Professional Services	2

Part	Description	Qty
	<b>Compute Infrastructure</b>	
	SM 2029TP-HC0R 2U4NOD C620 2TB LGA3647 6X2.5"SAS3 3008 2000WSY4E28 Qty: 1 2U 4-NODE SERVER BF3203 Qty: 1 3YR US DEPOT WRNTY 2U 4-NODE SERVER WF3203 Qty: 1 INTEL XEON SILVER 4110 LGA3647 2.1GHZ 11MB 8/16 85W BOX CP9292 Qty: 8 CRUCIAL 8GB DDR4 2666 ECC REG CT8G4RFS8266 SR X8 1.2V RM8098 Qty: 48 SM SFT-OOB-LIC MGMT LICENSE OOB BIOS MANAGEMENT LICENSE SW0313 Qty: 4 INTEL X710-DA2 2PORT SFP+ 10G PCIE3.0X8 DIRECT ATTACH TWINAX NC2124 Qty: 4 SM AOC-MTGN-I2SM 2PORT 10GBE SIOM FOR TWIN SYSTEMS NC0362 Qty: 4 5YR US ONSITE WRNTY WF8508	1
Juniper State Contract	<b>JUNIPER STATE CONTRACT NO.:</b> <b>43220000-WSCA-14-ACS</b>	
QFX5100-48S-3AFO	QFX5100, 48 SFP+/SFP ports, 6 QSFP ports, redundant fans, redundant power supplies, Built in Port to PSU air flow	1
SVC-ND-QFX5100S4	Juniper Care Next Day Support for 3 years on QFX5100-48S	1

**CERTIFICATE OF ACCEPTANCE**

Certificate of Acceptance under Contract No. FLM160-1 dated as of December 12, 2018 ("Contract") between ePlus Group, inc. ("ePlus") and City of Riviera Beach ("Customer").

1. Asset(s). Customer hereby certifies that the Asset(s) set forth and described in the above mentioned Contract have been delivered to the location(s) set forth in the Contract, inspected by Customer, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: \_\_\_\_\_, 20\_\_\_\_\_

2. Representations by Customer. Customer hereby represents and warrants to the ePlus and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of Customer set forth in the Contract are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) Customer has satisfied or complied with all requirements set forth in the Contract to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Contract has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Contract.

A facsimile transmitted document with facsimile transmitted signatories thereon shall be deemed an original.

**Customer: City of Riviera Beach**

\_\_\_\_\_  
By

\_\_\_\_\_  
Name

\_\_\_\_\_

**INCUMBENCY CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that I am the authorized \_\_\_\_\_ of City of Riviera Beach ("Customer"), a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, do hereby certify that, under the existing by-laws of the Customer, formal contracts of the Customer may be executed, signed and endorsed by certain officers and employees of the Customer, including those listed below.

I further certify that the officer(s) and/or employee(s) of the Customer whose name(s) and signature(s) appear below are authorized in the name and behalf of the Customer to enter into, execute and deliver Installment Payment Agreement No. FLM160-1 between ePlus Group, inc. and Customer, and providing for the financing to Customer of Asset(s) (as defined in said Installment Payment Agreement), and to enter into, execute and deliver any Schedules, Riders, Amendments and other documents related thereto which may now or hereafter appear advisable, as evidenced by the signature of said officer(s) or employee(s) thereon.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I set my hand on \_\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

**SAMPLE OPINION LETTER  
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

ePlus Group, inc.  
13595 Dulles Technology Drive,  
Herndon, VA 20171  
Gentlemen:

We are counsel to City of Riviera Beach (the "Customer") and, in that capacity, we have examined Installment Payment Agreement No. \_\_\_\_\_, dated as of \_\_\_\_\_, (the "Agreement"), between the Customer and ePlus Group, inc. ("ePlus "),

As a result of our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Customer is a public body corporate and politic and is authorized by the Constitution and laws of the State of \_\_\_\_\_ to carry out its obligations under the Agreement;

(b) The Agreement has been duly authorized, executed and delivered by \_\_\_\_\_\*, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby;

(d) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Agreement 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 Customer or on the Asset(s) subject to the Agreement pursuant to any instrument to which the Customer is a party or by which it or its assets may be bound;

(e) Customer has complied with any applicable public bidding requirements in connection with the Agreement and the transactions contemplated thereby;

(f) There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Customer 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 Customer to perform its obligations under the Agreement.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

\*Authorized Signatory of Customer under the Agreement.

**ESSENTIAL USE LETTER**  
**To Be Submitted on Customer's Letterhead**

RE: That certain Installment Payment Agreement Contract Number FLM160-1 dated as of December 12, 2018 (the "Contract"), between ePlus Group, inc. and City of Riviera Beach ("Customer").

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

- 1) The property will be used by \_\_\_\_\_.
- 2) The responsibilities of the Customer are \_\_\_\_\_.
- 3) The property is essential to the Customer's obligation to perform the following functions: \_\_\_\_\_.
- 4) The Customer has/has not (circle one) always provided the functions set forth above.
- 5) Without the property, the Customer would/would not (circle one) be able to perform the functions.
- 6) The functions being performed with the property are/are not (circle one) permanent and non-cyclical?
- 7) The property is/is not (circle one) replacing equipment which performed a similar function.  
  
If the property is replacing equipment which performed a similar function, what was the prior equipment, was it owned or leased, how old was it and what happened to it? \_\_\_\_\_.
- 8) The property is/is not (circle one) supplementing prior equipment.  
  
If the property is supplementing prior equipment, what portion is the property of the entire system (e.g., 50% of the total system in size and function)? \_\_\_\_\_.
- 9) Would the Customer be able to perform its functions without the property? \_\_\_\_\_.
- 10) What is the useful life of the property? \_\_\_\_\_.
- 11) What portion of the Customer's overall function will be performed using the property? \_\_\_\_\_.
- 12) What are the chances of the Customer replacing the property? \_\_\_\_\_.
- 13) What is the flow of appropriations for the property? \_\_\_\_\_.

The undersigned hereby represents that the use of the property is essential to its proper, efficient and economic operation and will not be used for private purposes.

Sincerely,

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

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



## REQUEST FOR INSURANCE

In accordance with Section 12 of Installment Payment Agreement No. FLM160-1 dated as of December 12, 2018, we have agreed, and instructed the insurance agent named below (please fill in name, address, etc.), to provide and maintain full insurance coverage for the Asset(s) per the terms of the Installment Payment Agreement.

INSURANCE COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

POLICY NO.: \_\_\_\_\_

FAX: \_\_\_\_\_

Please issue:

- A. An Insurance Certificate with Liability Coverage in the amount of \$1,000,000.00 total liability per occurrence naming ePlus Group, inc. and its assignee(s) as Certificate Holder and additional insured at the address listed below:

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

- B. Evidence of Property Insurance in the form of a Certificate of Insurance and Long Form Loss Payable Clause with the following statement:

**"ePlus Group, inc. and its assignee(s) are included as lender loss payee in an amount not less than the Casualty Values of the leased Asset(s) under Installment Payment Agreement No. FLM160-1 dated as of December 12, 2018."**

- C. A certificate noting this coverage, with a 30 day notice of cancellation or non-renewal clause should be sent to ePlus Group, inc., to the attention of: **INSURANCE COORDINATOR.**

**The Certificate(s) must reference Installment Payment Agreement No. FLM160-1 dated as of December 12, 2018 and extend for the term of the Contract.**

**Customer: City of Riviera Beach**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Please fax this information to your Insurance carrier and forward a copy of this form to ePlus Group, inc. with the other documentation.**