



Lease Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple

NOTE: Please call Jayne Adams-Griffin at 319-841-7978 with any questions.

Master Lease Amendment	Lessee Signature, Printed Name/Title, Execution Date	_____
Schedule (Exhibit A) 7946944001	Lessee Signature, Name/Title & Execution Date	_____
Insurance Coverage Requirements (Exhibit F)	Complete name of insurance company and contact information.	_____
Opinion of Counsel (Exhibit G)	Forward attached document to attorney for completion.	_____
Essential Use Audit	Complete in its entirety.	_____
Purchase Order (s)	Purchase Order(s) must include: Apple Inc. c/o Apple Financial Services 300 E. John Carpenter Freeway #204 Irving, TX 75062 as Vendor, Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature. Additionally, please provide third party vendor contacts (<i>if applicable</i>). Apple will contact third party vendor(s) regarding invoice remittance.	_____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_____
Amortization Schedule		_____
Contact information	Please complete with the appropriate contact information	_____
Notice of Assignment	Please insert date and Lessee Signature, if required	_____
Partial Ship Letter	Please insert date, Lessee PO #, Lessee signature and title	_____

NOTE: Please provide scanned copies of the above items to applefin@applefin.com and Jayne Adams-Griffin at jadams-griffin@applefin.com.

Originals of all the above	Please mail to: Apple Financial Services Attention: Jayne Adams-Griffin 300 E. John Carpenter Fwy #204 Irving, TX 75062	_____
Insurance Certificate or Self-Insurance Letter	Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self insurance letter as described in the "Insurance Coverage Requirements."	_____
Acceptance Certificate (Exhibit B)	Lessee Signature, Name/Title & Execution Date. <i>Sign upon Acceptance</i>	_____
Advance Lease Payment	Invoice attached, if applicable.	_____
Board Resolution or Minutes Approving the Lease Purchase	Please provide a copy.	_____

**AMENDMENT TO
MASTER LEASE PURCHASE AGREEMENT**

This agreement amends that certain Master Lease Purchase Agreement dated as of April 30, 2012 (the "Master Lease") by and between SOUTHERN LEHIGH SCHOOL DISTRICT ("Lessee") and APPLE INC. ("Lessor"). The change below made to the Master Lease is hereby adopted. All other terms and conditions remain in effect unless otherwise amended in writing by both parties.

- The Master Lease will also be known as Master Lease Purchase Agreement #7946944 for purposes of Lease Schedule #001.

ACCEPTED BY LESSOR:

ACCEPTED BY LESSEE:

APPLE, INC.

**SOUTHERN LEHIGH SCHOOL
DISTRICT**

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

Contact Information

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Contacts during summer break

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

EXHIBIT A
Master Lease Purchase Agreement # 7946944
Lease Schedule # 001

LESSOR: APPLE, INC.
300 E. JOHN CARPENTER FWY #204
IRVING, TX. 75062

LESSEE: SOUTHERN LEHIGH SCHOOL DISTRICT
5775 MAIN STREET
CENTER VALLEY, PA 18034

EQUIPMENT SCHEDULE

Apple personal computers, servers, and networking equipment not to exceed **\$1,742,527.14**. Equipment configuration to be determined by invoices presented to Apple, Inc., as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

OF RENTS: 5; 1 @ \$370,000.00, 1 @ \$354,985.67, 1 @ \$354,985.67, 1 @ \$354,985.67, 1 @ \$354,985.67 (net of applicable taxes)

PAYABLE: Annual in Advance due 4/15/15; 7/15/15; 7/15/16; 7/15/17; 7/15/18

LEASE TERM: 48 Months LEASE RATE: 0.20524

Promotional Interest Rate based on Equipment Cost: 1.90%
 Effective Interest Rate based on Total Cost to Lessor's Assignee: 2.45%

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 Out Purchase Option

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: JEREMY MELBER

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.

TRANSACTION SUMMARY

Equipment Cost:	\$	1,742,527.14
Lease Discount:	\$	13,186.66
Total Cost to Lessor's Assignee:	\$	1,729,340.48

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:
LESSOR: APPLE, INC.

PROPOSED BY:
LESSEE: SOUTHERN LEHIGH SCHOOL DISTRICT

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____ FED TAX ID#: _____

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

APPLE, INC. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 001 (the "Lease") to the Master Lease Purchase Agreement 7946944 dated _____, by and between Assignor and SOUTHERN LEHIGH SCHOOL DISTRICT ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

General Electric Capital Corporation
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of General Electric Capital Corporation is 13-1500700.

Lessee hereby acknowledges the effect of and consents to the Assignment and absolutely and unconditionally agrees to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee. Assignor and Lessee agree that, notwithstanding any provisions of the Lease or any other agreement to the contrary, in the event of default under the Lease (1) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (2) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Lessee agrees that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, and (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment.

APPLE, INC.

Assignor

By: _____

Print Name: _____

Title: _____

Date: _____

SOUTHERN LEHIGH SCHOOL DISTRICT

Lessee

By: _____

Print Name: _____

Title: _____

Date: _____

PLEASE SIGN AND FORWARD TO YOUR INSURANCE AGENT
Insurance Coverage Requirements

Apple, Inc.

RE: SOUTHERN LEHIGH SCHOOL DISTRICT (“Debtor”)
7946944001

Apple, Inc. is entering into a Financing Agreement with SOUTHERN LEHIGH SCHOOL DISTRICT

- () 1. In accordance with the terms and conditions of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Insurance Agent Phone Number

Address

City State Zip

to issue:

Please place the necessary coverage and provide Evidence of All-Risk Physical Damage Insurance on the leased equipment – ACCORD FORM #27 (showing Loss Payee as Apple, Inc. and/or its assigns) as soon as possible, with LOSS PAYABLE ENDORSEMENT to:

Apple, Inc.
300 E John Carpenter Freeway Suite 204
Irving, TX 75062
Attn: Jayne Adams-Griffin
(Certificate may be faxed to 800/277-5358).

- () 2. Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc. and/or its assigns as Loss Payee.

OR

- () 3. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

Lessee: SOUTHERN LEHIGH SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Essential Use Audit

Lessee Contact Name / Position _____ Phone Number: _____

- 1) Please clarify legal name of proposed lessee? _____
- 2) Is any equipment to be leased replacing any existing equipment? Yes No (If No, proceed to question 3)
- What percentage of the equipment to be leased is replacement? _____%
- How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs
- Why is the existing equipment being replaced? _____
- _____
- What will be done with the replaced equipment? _____
- _____
- 3) For what purpose is the equipment being acquired? (Provide detail if possible.)
- Educational Use (Such as Schools or Universities)
- Administrative Use (Such as State or County Offices)
- Outdoor Use (Such as Golf Course or Public Common Areas)
- Other Use _____
- 4) Was the equipment/lease placed for competitive bid? Yes No
- If No, why was a bid not required?**
- Covered under state contract (Contract name and # _____)
- Size of transaction does not require competitive bid (What documentation _____)
- Transaction exempt from bidding process pursuant to current statutes (statute # _____)
- (Please attach copy of statute if available)
- Other _____
- 5) What is the source of funds for repayment of this obligation?
- Local Property Taxes
- State Unrestricted Revenues
- Federal Financial Assistance
- Chapter I
- Chapter II
- Other _____
- Other _____
- 6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No
- If No, why is the obligation not included in an approved budget?** _____
- _____
- 7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____
- _____
- To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No
- If Yes, please provide details** _____
- _____
- 8) Will a Purchase Order be issued for this transaction? _____
- 9) Is a Purchase Order # required on the Invoice for prompt payment? _____

Completed By: _____

Signature Title Printed Name Phone

EXHIBIT G

OPINION OF COUNSEL

THIS MUST BE PLACED ON YOUR ATTORNEY'S LETTERHEAD

DATE: _____

TO: APPLE, INC.

With respect to Lease Schedule No. 001 to that certain Master Lease Purchase Agreement No 7946944 dated _____, 20__ by and between APPLE, INC. ("Lessor") and SOUTHERN LEHIGH SCHOOL DISTRICT, ("Lessee"), collectively as the "Lease", I am of the opinion that: (i) Lessee is a State or fully constituted subdivision or agency of the State in which it is located; (ii) Lessee is duly organized and existing under the Constitution and laws of the State in which it is located; (iii) Lessee is authorized to enter into and carry out its obligations under the Lease and any other documents required to be delivered in connection therewith; (iv) the Lease has been duly authorized, executed and delivered by Lessee in accordance with the applicable laws, rules, ordinances and regulations; (v) Lessee has complied with all applicable law governing open meetings and public bidding required in connection with the Lease and the acquisition of the Equipment; (vi) the Lease is genuine, valid and enforceable in accordance with its terms; (vii) the person (s) signing the Lease has (have) the authority to do so and acted within the full authorization of Lessee's governing body; and (viii) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for Lessee

EXHIBIT E
LEASE PAYMENT INSTRUCTIONS

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
Apple, Inc. c/o Apple Financial Services
Attn: Contracts
300 E. John Carpenter Fwy #204
Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
7946944001		319-841-7978	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV7946944001	February 3, 2015	4/15/15	\$370,000.00

SOLD TO:

SOUTHERN LEHIGH SCHOOL DISTRICT
JEREMY MELBER
5775 MAIN STREET
CENTER VALLEY, PA 18034

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7946944001	4/15/15	Advanced Lease Payment	\$370,000.00

*****Please return your payment with this invoice. Your payment is due at the time of lease commencement.*****

EXHIBIT B

AFS Education Finance **CERTIFICATE OF ACCEPTANCE**

AGREEMENT # 7946944001

LESSEE: SOUTHERN LEHIGH SCHOOL DISTRICT 5775 MAIN STREET CENTER VALLEY, PA 18034	LESSOR: APPLE, INC. 300 E. JOHN CARPENTER FWY SUITE 204 IRVING, TX. 75062
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QUANTITY	EQUIPMENT MODEL & DESCRIPTION	SERIAL NUMBER
	<u>See related packing slips and/or Apple Inc. invoices.</u>	

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO GE CAPITAL, THAT:

1.THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.

2.THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.

3.THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE, WHICH IS THE DATE ON WHICH THE EQUIPMENT WAS DELIVERED AND INSTALLED.

4.THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.

5.YOU ARE IN THE PROCESS OF REMITING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS _____

LESSEE: SOUTHERN LEHIGH SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

(School or District Letterhead)

Date

Apple, Inc.
Attn: Jayne Adams-Griffin
300 E. John Carpenter Fwy Suite 204
Irving, TX. 75062

Dear Jayne Adams-Griffin,

SOUTHERN LEHIGH SCHOOL DISTRICT will accept partial shipment of the computer equipment as described on our PO # _____. Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

Information Return for Tax-Exempt Governmental Obligations

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

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

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

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

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

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



Department of the Treasury
Internal Revenue Service

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

Information Return for Tax-Exempt Governmental Obligations

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

General Instructions

Purpose of Form

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

Who Must File

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



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

When To File

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

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

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

Where To File

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

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

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

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

Other Forms That May Be Required

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

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

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

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

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

Rounding to Whole Dollars

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

Questions on Filing Form 8038-G

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

Definitions

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

Tax-exempt governmental obligation.

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

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

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

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

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

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

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

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

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

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

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

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

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

Specific Instructions

Part I—Reporting Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Part II—Type of Issue



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

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

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

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

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

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

Part III—Description of Obligations

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

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

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

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

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

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

Part IV—Uses of Proceeds of Bond Issue

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

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

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

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

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

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

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

Part V—Description of Refunded Bonds

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

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

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

Part VI—Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

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

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

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

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

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

Loan Amortization
Southern Lehigh School District
7946944001

Date	Funding	Payment	Interest		Balance
			1.9%	Principal	
3/27/2015	\$1,742,527.14				\$1,742,527.14
4/15/2015		\$0.00	\$1,655.40	-\$1,655.40	\$1,744,182.54
4/15/2015		\$370,000.00	\$0.00	\$370,000.00	\$1,374,182.54
5/15/2015		\$0.00	\$2,175.79	-\$2,175.79	\$1,376,358.33
6/15/2015		\$0.00	\$2,179.23	-\$2,179.23	\$1,378,537.56
7/15/2015		\$354,985.67	\$2,182.69	\$352,802.98	\$1,025,734.58
7/15/2016		\$354,985.67	\$19,488.95	\$335,496.72	\$690,237.86
7/15/2017		\$354,985.67	\$13,114.52	\$341,871.15	\$348,366.71
7/15/2018		\$354,985.67	\$6,618.96	\$348,366.71	\$0.00
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	\$1,742,527.14	\$1,789,942.68	\$47,415.54	\$1,742,527.14	

Loan Amortization
Southern Lehigh School District
7946944001

Date	Funding	Payment	Interest		Balance
			2.45%	Principal	
3/27/2015	\$1,729,340.48				\$1,729,340.48
4/15/2015		\$0.00	\$2,118.44	-\$2,118.44	\$1,731,458.92
4/15/2015		\$370,000.00	\$0.00	\$370,000.00	\$1,361,458.92
5/15/2015		\$0.00	\$2,779.65	-\$2,779.65	\$1,364,238.57
6/15/2015		\$0.00	\$2,785.32	-\$2,785.32	\$1,367,023.89
7/15/2015		\$354,985.67	\$2,791.00	\$352,194.67	\$1,014,829.22
7/15/2016		\$354,985.67	\$24,863.31	\$330,122.36	\$684,706.86
7/15/2017		\$354,985.67	\$16,775.32	\$338,210.35	\$346,496.51
7/15/2018		\$354,985.67	\$8,489.16	\$346,496.51	\$0.00
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	\$1,729,340.48	\$1,789,942.68	\$60,602.20	\$1,729,340.48	