

Lease Documentation Checklist

| NOTE: Please call Jayne Adams-Griffin at 319-841-7978 with any questions. | | | | |
|---|--|--|--|--|
| Schedule (Exhibit A) | | | | |
| 7946944002 | Lessee Signature, Name/Title & Execution Date | | | |
| Incumbency Certificate (Exhibit C) | The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member, OR the Superintendent. | | | |
| Contact Information | Please complete with the appropriate contact information | | | |
| Insurance Coverage Requirements (Exhibit F) | Complete name of insurance company and contact information. | | | |
| Essential Use Audit | Complete in its entirety. | | | |
| IRS Form 8038-G | Complete per instructions and sign. | | | |
| Purchase Order (s) | Purchase Order(s) must include: Apple Inc. c/o Apple Financial Services 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314 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 (if applicable). 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. | | | |
| Notice of Assignment | Please insert date and Lessee Signature, if required. (If no signature is required, please review the notice and note the Assignee.) | | | |
| Partial Ship Letter | Please insert date, Lessee PO #, Lessee signature and title. | | | |
| Large Order Delivery Requirements | Please complete with the appropriate information | | | |

Documents Required Prior to Funding

Mailed to Apple

| Originals of all the above | Please mail to: Apple Financial Services Attention: Jayne Adams-Griffin 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314 |
|---|---|
| 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. Sign upon Acceptance |
| Advance Lease Payment | Invoice attached, if applicable. |

EXHIBIT A

| Schedule No. 002 | , 20 to Master Lease Purchase Agreement # 7946944 Dated April 30, 2012 |
|--|--|
| 2012, ("Master Lease"), and is effecti including Lessee's representations an | s entered into pursuant to that Master Lease Purchase Agreement # 7946944 dated April 30 ve as of, 20 All of the terms and conditions of the Master Lease d warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized erein shall have the same meaning as set forth in the Master Lease. |
| | rees that its obligation to make Lease Payments as set forth in this Schedule is absolute and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the |
| | least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used italizable for federal income tax purposes |
| QTY EQUIPMENT DESCRIPTION | EQUIPMENT INFORMATION |
| \$251,200.00 as such equipm and accepted by Lessee, wh | onic devices, servers, and networking equipment with a value not to exceed ent is more particularly described in invoices presented to Apple Inc., as Lessor, nich descriptions are incorporated herein by reference. Final Rental payment will determined by final equipment payment by Lessor as determined by the effective |
| Equipment Location: 5775 MAIN S | ST CENTER VALLEY, PA 18034 |

| LEASE PAYMENT SCHEDULE | | | | | |
|-------------------------------|-----------------|----------------|------------|--------------|---------------------|
| Pmt # | Payment Date | Payment Amount | Interest | Principal | Outstanding Balance |
| Commencement | 6/15/2017 | | | | \$251,200.00 |
| | 7/1/2017 | \$0.00 | \$139.78 | -\$139.78 | \$251,339.78 |
| | 7/1/2017 | \$64,012.52 | \$0.00 | \$64,012.52 | \$187,327.26 |
| | 7/1/2018 | \$64,012.52 | \$2,345.42 | \$61,667.10 | \$125,660.16 |
| | 7/1/2019 | \$64,012.52 | \$1,573.33 | \$62,439.19 | \$63,220.97 |
| | 7/1/2020 | \$64,012.52 | \$791.55 | \$63,220.97 | \$0.00 |
| Totals | | \$256,050.08 | \$4,850.08 | \$251,200.00 | |
| Promotional Interest 1.25% | | | | | |

Lessee acknowledges that the discounted purchase price for the Lease is \$245,113.87 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.90% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

| LESSOR: | APPLE INC. | LESSEE: | SOUTHERN LEHIGH SCHOOL DISTRICT |
|---------------|------------|---------------|------------------------------------|
| SIGNATURE: | x | SIGNATURE: | x |
| NAME / TITLE: | x | NAME / TITLE: | X |
| DATE: | x | DATE: | XFED TAX ID #: |
| | | ADDDESS: E7 | 75 MAINI ST CENTED VALLEY DA 19024 |

EXHIBIT B

ACCEPTANCE CERTIFICATE

| Re: | Schedule No. 002, dated Agreement # 7946944, dated as of SCHOOL DISTRICT, as Lessee. | , 20 of April 30, 2012, betwee | _, (the "Schedule") to Master Lease en Apple Inc., as Lessor, and SOUTHE | Purchase RN LEHIGH |
|-------------------------------|---|---|--|-----------------------------|
| or all o attache paymer | f the cost of the acquisition described be described be described by the cost of the cost | pelow. The amount shown be acquisition of the equipment | v as Payee, the sum set forth below in paymer below is due and payable under the invoice ent and has not formed the basis of any pric in the Schedule to the Master Lease Purchas | of the Payee or request for |
| Payee | Name: | - | | |
| | Description or Invoice # | \$ Amou | <u>ınt</u> | |
| | | | | |
| Lessee | hereby certifies and represents to and a | grees with Lessor as follows: |): | |
| (1) | The Equipment described above has been delivered, installed and accepted on the date hereof. | | | |
| (2) | Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes. | | sary and | |
| (3) | Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease. | | | |
| (4) | No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof. | | | |

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: SOUTHERN LEHIGH SCHOOL DISTRICT

Signature: X ______

Printed Name/Title: X ______

Date: X ______

PLEASE RETURN PAYMENT REQUEST TO: APPLE INC. 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314

EXHIBIT C

INCUMBENCY CERTIFICATE

MASTER LEASE PURCHASE AGREEMENT # 7946944 dated April 30, 2012

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and each Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and each applicable Schedule are genuine.

| LESSEE: | SOUTHERN LEHIGH SCHOOL DISTRICT |
|---------------------|---------------------------------|
| Signature: | x |
| Printed Name/Title: | x |
| Date: | X |

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

CONTACT INFORMATION

Pursuant to the Master Lease Purchase Agreement # **7946944** dated **April 30, 2012,** (the "Master Lease"), Schedule No. **002**, between Apple Inc. (the "Lessor") and **SOUTHERN LEHIGH SCHOOL DISTRICT** (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

| INVOICE MAILING AD | DRESS: | SHIP TO ADDRESS: |
|------------------------|--------------------------|-----------------------------|
| | | |
| Mail invoices to the a | ttention of: | |
| Phone: | | <u></u> |
| Cell: | | <u></u> |
| Email: | | <u> </u> |
| Primary Contact: | | Summer – Primary Contact: |
| Phone: | | Phone: |
| Cell: | | Cell: |
| Email: | | Email: |
| Secondary Contact: | | Summer – Secondary Contact: |
| Phone: | | Phone: |
| Calle | | Cell: |
| Email: | | Email: |
| Product Delivery Con | tact: | Digital Product Contact: |
| Phone: | | Phone: |
| Cell: | | Cell: |
| Email: | | Email: |
| | | |
| LESSEE: | SOUTHERN LEHIGH SCHOOL I | DISTRICT |
| SIGNATURE: X | | |
| NAME / TITLE: X | | |
| DATF: X | | |

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

MASTER LEASE PURCHASE AGREEMENT # 7946944 dated April 30, 2012

SOUTHERN LEHIGH SCHOOL DISTRICT

| 1) | Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name | |
|----|---|---|
| | | |
| | | |
| | | |
| | | |
| ٥, | | |
| 2) | Propert | y Damage & Loss Coverage - |
| | a) | "All Risk" Physical Damage & Loss Insurance |
| | b) | Include: Policy Number, Effective Date and Expiration Date |
| | c) | APPLE INC. and its Assigns named "Loss Payee" |
| | d) | Endorsement giving 30 days written notice of any changes or cancellation. |

3) The <u>Certificate Holder</u> should be named as follows:

APPLE INC. and its assigns 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314

LIMITS: The full replacement value of the equipment.

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to <u>APPLE INC. and its Assigns</u>, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

Essential Use Audit

| Les | ssee 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 # | _) _) _) |
| 5) | What is the source of funds for repayment of this obligation? [] Local Property Taxes [] State Unrestricted Revenues [] Federal Financial Assistance | |
| 6) | Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? [] Yes [] If No, why is the obligation not included in an approved budget? | No |
| 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 | - |
| | Will a Purchase Order be issued for this transaction? Is a Purchase Order # required on the Invoice for prompt payment? | - |
| Co | mpleted By: | |
| | Signature Title Printed Name Pl | hone |

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT

<u>APPLE, INC.</u> ("Assignor") hereby gives notice that Assignor assigned to WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Assignee") all of its rights in and to Lease Schedule No. 002(the "Lease") to the Master Lease Purchase Agreement # 7946944 dated April 30, 2012, 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:

WELLS FARGO VENDOR FINANCIAL SERVICES, LLC P.O. Box 3083 Cedar Rapids, IA 52406-9890 Telephone (800) 633-3980 Attn: Customer Service

The Federal Tax Identification Number of WELLS FARGO VENDOR FINANCIAL SERVICES, LLC is 94-1686094.

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.

EXHIBIT E

AFS EDUCATION FINANCE INVOICE

Remit Payment To:

Apple, Inc. c/o Apple Financial Services

Attn: Contracts

5000 Riverside Drive, Suite 300 East

Irving, TX 75039-4314

| BILLING ID | CUSTOMER NO | CUSTOMER SERVICE | |
|---------------|--------------|------------------|-------------|
| 7946944002 | | 319-841-7978 | |
| INVOICE | INVOICE DATE | DUE DATE | TOTAL DUE |
| ADV7946944002 | May 4, 2017 | 7/1/17 | \$64,012.52 |

SOLD TO: SOUTHERN LEHIGH SCHOOL DISTRICT

KEN JORDAN 5775 MAIN ST

CENTER VALLEY, PA 18034

| ACCOUNT | DUE DATE | DESCRIPTION | AMOUNT | | |
|------------|----------|------------------------|-------------|--|--|
| 7946944002 | 7/1/17 | Advanced Lease Payment | \$64,012.52 | | |

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

(School or District Letterhead)

| Date: |
|---|
| Apple, Inc. Attn: Jayne Adams-Griffin 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314 |
| 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) |

orm **8038-G**

(Rev. September 2011)

Department of the Treasury

Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

| Pa | rt I Reporting Authority | | | If Amended Re | eturn, check her | re 🕨 🗌 |
|-----|--|--|---|--|----------------------|--------------|
| 1 | er's name | | 2 Issuer's employer identification number (EIN) | | | |
| 3a | Name of person (other than issuer) with whom the IRS may communicate | ate about this return (see in | nstructions) | 3b Telephone nu | mber of other person | shown on 3a |
| 4 | Number and street (or P.O. box if mail is not delivered to street address | s) | Room/suite | 5 Report numb | er (For IRS Use Only | |
| | | | | | | 3 |
| 6 | City, town, or post office, state, and ZIP code | | | 7 Date of issue | | |
| 8 | Name of issue | | | 9 CUSIP numb | er | |
| 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 | | |
| Pai | rt II Type of Issue (enter the issue price). See | the instructions and | attach sch | edule. | | |
| 11 | Education | | | | 11 | |
| 12 | Health and hospital | | | | 12 | - |
| 13 | Transportation | | | | 13 | \neg |
| 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 | | | ▶ □ | | |
| | If obligations are BANs, check only box 19b | | | | | |
| 20 | If obligations are in the form of a lease or installment | | | | | |
| Par | Description of Obligations. Complete for t | the entire issue for | which this | s form is being f | filed. | |
| | (a) Final maturity date (b) Issue price | (c) Stated redempt price at maturity | | (d) Weighted average maturity | (e) Yield | t |
| 21 | \$ | \$ | | years | | % |
| Par | t IV Uses of Proceeds of Bond Issue (including | ng underwriters' o | 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 under | | | | | |
| 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 | 9 Total (add lines 24 through 28) | | | | | |
| 30 | Nonrefunding proceeds of the issue (subtract line 29 | from line 23 and ente | er amount l | nere) | 30 | |
| Pai | rt V Description of Refunded Bonds. Complet | e this part only for | refunding | bonds. | | |
| 31 | Enter the remaining weighted average maturity of the | | • | | | years |
| 32 | | nter 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 | oe called (MM/DD/Y) | YYY) | | | |
| 34 | Enter the date(s) the refunded bonds were issued ▶ (| MM/DD/YYYY) | | | | |
| For | Paperwork Reduction Act Notice, see separate instru | uctions. | | Cat. No. 63773S | Form 8038-G (| Rev. 9-2011) |

Form 8038-G (Rev. 9-2011) Page 2 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 36a b Enter the final maturity date of the GIC ► 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 37 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ightharpoonup and enter the following information: Enter the date of the master pool obligation ▶ Enter the EIN of the issuer of the master pool obligation ▶ Enter the name of the issuer of the master pool obligation > If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box 39 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box **41a** If the issuer has identified a hedge, check here ▶ □ and enter the following information: Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated 44 If the issuer has established written procedures to monitor the requirements of section 148, check box **45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement **b** Enter the date the official intent was adopted ▶ Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of mv knowledge Signature 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. and Consent Signature of issuer's authorized representative Type or print name and title Preparer's signature Print/Type preparer's name Date Check | if Paid Preparer Firm's name ▶ Firm's EIN ▶ **Use Only** Firm's address ▶ Phone no.

8038-G Instructions available at: http://www.irs.gov/pub/irs-pdf/i8038g.pdf

Form **8038-G** (Rev. 9-2011)

APPLE FINANCIAL SERVICES

PURCHASE ORDER REQUIREMENTS

In order to expedite your order appropriately and as quickly as possible, we ask that your Purchase Order contain the following information, if applicable. If you have any questions regarding this information, please feel free to contact us at any time.

- 1.Purchase Order Should be made out to: **Apple, Inc. c/o Apple Financial Services 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314**
- 2. Purchase Order Number
- 3. Purchase Order Date
- 4.Apple Education Quote/Proposal Number and Total Amount of Quote
- 5. Physical Ship To Street Name/Address
- 6. Bill to Address
- 7. Lease Reference, Example:
 "Per Exhibit A to Master Lease Purchase Agreement # 7946944"
- 8. Authorized Signature
- 9. Configure to Order (CTO) Specifications (if applicable)
- 10. Personalization Text (if applicable)
- 11. Taxes (if applicable)
- 12. E-waste Fees (if applicable)

Purchase Order and Delivery Requirements

Large Order Delivery Requirements

In order to facilitate a timely and accurate product shipment, please accurately provide complete details.

| Ple | ease complete the following if your PO is >\$100K, >300lbs | s, and/or includes a Bretford Cart. | | | | |
|---|--|-------------------------------------|--|--|--|--|
| 1. | Does the delivery location have a dock? | ◯ Yes ◯ No | | | | |
| 2. | Does the delivery location require a truck with lift gate? | ◯ Yes ◯ No | | | | |
| 3. | Does the delivery location have a Forklift/Pallet Jack? | ◯ Yes ◯ No | | | | |
| 4. | Does the delivery location have the manpower to offload the quantity of freight they are expecting? Yes No | | | | | |
| 5. | Can the delivery location accommodate a 53-foot trailer truckload) size shipment? Yes No | if they are expecting an FTL (full | | | | |
| 6. | Does the delivery location require an appointment? | ○Yes ○No | | | | |
| 7. | Can you accept the entire delivery at once? | ○Yes ○No | | | | |
| 8. | Does the delivery location require inside delivery? | ○Yes ○No | | | | |
| (Please note that the carrier is unable to deliver this product up stairs . We advise that you make alternate arrangements to bring the delivery to the required floor.) | | | | | | |
| | - Is there a freight elevator at the delivery location? | ○Yes ○No | | | | |
| 9. List the name and phone number for 2 delivery location contacts:a.b. | | | | | | |
| 10. | . Are there any holidays, closure dates or hours of operatidelivery? | ion that would prevent an 8am-5pm | | | | |
| 11. | Are there any other special delivery requirements we sho | ould be aware of? | | | | |