



Lease Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple

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

Schedule (Exhibit A)
7991569002

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. _____

Insurance Coverage Requirements (Exhibit F)

Complete name of insurance company and contact information. _____

IRS Form 8038-G

Complete per instructions and sign. _____

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 (*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. _____

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.

Documents Required Prior to Funding

Mailed to Apple

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. *Sign upon
Acceptance*

Advance Lease Payment

Invoice attached, if applicable.

Board Resolution or Minutes
Approving the Lease Purchase

Please provide a copy.

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 # 7991569
Lease Schedule # 002

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

LESSEE: GALION CITY SCHOOL DISTRICT
470 PORTLAND WAY NORTH
GALION, OH 44833

EQUIPMENT SCHEDULE

Equipment Description

Personal computers electronic devices, servers, and networking equipment with a value not to exceed **\$625,138.70** as such equipment is more particularly described in invoices presented to Apple, Inc., as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment 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: 3 @ \$208,379.57 (net of applicable taxes)

PAYABLE: Annual in Advance due 7/5/17;7/5/18;7/5/19

LEASE TERM: 36 Months LEASE RATE: 0.34352

Promotional Interest Rate based on Equipment Cost: 0.00%
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: Charlene Parkinson

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

TRANSACTION SUMMARY

New Apple Equipment

Cost: \$ 625,138.70

Lease Discount: \$ 18,535.71

Total Cost to Lessor's

Assignee: \$ 606,602.99

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: GALION CITY SCHOOL DISTRICT

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____ FED TAX ID#: _____

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

APPLE, INC. ("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 7991569 dated _____, by and between Assignor and GALION CITY 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.

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.

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.

OMB No. 1545-0720

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 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- 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
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ 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 ☐
- 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:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 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 ☐
- 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 ▶ _____

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.

▶ _____ Date _____ Type or print name and title _____

Signature of issuer's authorized representative

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. _____	

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

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

PLEASE FORWARD TO YOUR INSURANCE AGENT
Insurance Coverage Requirements

Apple, Inc.

RE: GALION CITY SCHOOL DISTRICT ("Debtor")
7991569002

Apple, Inc. is entering into a Financing Agreement with **GALION CITY 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.

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
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CERTIFICATE OF INCUMBENCY

Lessor: Apple, Inc.
Lease(s) No. 7991569002

The undersigned hereby certifies that (i) he/she is the duly elected, qualified and acting Board Secretary of **GALION CITY SCHOOL DISTRICT** ("District"), and in such capacity the Custodian of the district records and (ii) the following person(s) are/is the duly elected, qualified and acting officer of said District holding the office indicated opposite his/her respective name and the signature appearing opposite his/her respective name is the genuine signature of such person and (iii) he/she is duly empowered and authorized on behalf of the District to negotiate, procure and execute such contracts, agreements and other documents as are necessary in his/her opinion to do business with the Lessor.

→ _____	→ _____	→ _____
Printed Name	Office	Signature

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this District this

→ _____ day of → _____, → _____.

→ _____	→ _____
Board Secretary Signature	Printed Name

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	
7991569002		319-841-7978	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV7991569002	April 5, 2017	7/5/17	\$208,379.57

SOLD TO:

GALION CITY SCHOOL DISTRICT
CHARLENE PARKINSON
470 PORTLAND WAY NORTH
GALION, OH 44833

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7991569002	7/5/17	Advanced Lease Payment	\$208,379.57

*****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 # 7991569002

LESSEE: GALION CITY SCHOOL DISTRICT 470 PORTLAND WAY NORTH GALION, OH 44833	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 WELLS FARGO VENDOR FINANCIAL SERVICES, LLC, 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: GALION CITY 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,

GALION CITY 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)

Loan Amortization
 Galion City School District
 7991569002

Date	Funding	Payment	Interest 0.0%	Principal	Balance
4/5/2017	\$625,138.70				\$625,138.70
7/5/2017		\$0.00	\$0.00	\$0.00	\$625,138.70
7/5/2017		\$208,379.57	\$0.00	\$208,379.57	\$416,759.13
7/5/2018		\$208,379.57	\$0.01	\$208,379.56	\$208,379.57
7/5/2019		\$208,379.57	\$0.00	\$208,379.57	\$0.00
	-----	-----	-----	-----	
	\$625,138.70	\$625,138.71	\$0.01	\$625,138.70	

Loan Amortization
 Galion City School District
 7991569002

Date	Funding	Payment	Interest 2.45%	Principal	Balance
4/5/2017	\$606,602.99				\$606,602.99
7/5/2017		\$0.00	\$3,713.35	-\$3,713.35	\$610,316.34
7/5/2017		\$208,379.57	\$0.00	\$208,379.57	\$401,936.77
7/5/2018		\$208,379.57	\$9,841.90	\$198,537.67	\$203,399.10
7/5/2019		\$208,379.57	\$4,980.47	\$203,399.10	\$0.00
	-----	-----	-----	-----	
	\$606,602.99	\$625,138.71	\$18,535.72	\$606,602.99	