



Lease Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple

NOTE: Please call Jayne Adams-Griffin at 319-449-6565 with any questions.

Schedule (Exhibit A) 7991569003	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.	_____
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 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 (<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.	_____
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.	_____

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
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. 003 _____, 20____ to Master Lease Purchase Agreement # 7991569 Dated June 17, 2016

This Schedule No. 003 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 7991569 dated **June 17, 2016**, ("Master Lease"), and is effective as of _____, 20____. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$241,831.50 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.
Equipment Location: 470 PORTLAND WAY NORTH, GALION, OH 44833	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Commencement	3/14/2018				\$241,831.50
1	3/14/2018	\$82,204.01	\$0.00	\$82,204.01	\$159,627.49
2	3/14/2019	\$82,204.01	\$3,176.59	\$79,027.42	\$80,600.07
3	3/14/2020	\$82,204.01	\$1,603.94	\$80,600.07	\$0.00
Totals		\$246,612.03	\$4,780.53	\$241,831.50	
Promotional Interest 1.99%					

Lessee acknowledges that the discounted purchase price for the Lease is \$237,493.27 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 3.89% 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.**

SIGNATURE: _____

NAME / TITLE: _____

DATE: _____

LESSEE: **GALION CITY SCHOOL DISTRICT**

SIGNATURE: _____

NAME / TITLE: _____

DATE: _____ FED TAX ID #: _____

ADDRESS: **470 PORTLAND WAY NORTH
GALION, OH 44833**

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: **Schedule No. 003, dated _____, 20____, (the "Schedule") to Master Lease Purchase Agreement # 7991569 Agreement, dated as of June 17, 2016, between Apple Inc., as Lessor, and GALION CITY SCHOOL DISTRICT, as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees 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.
- (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: **GALION CITY SCHOOL DISTRICT**

Signature: _____

Printed Name/Title: _____

Date: _____

**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 # 7991569 dated June 17, 2016

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: **GALION CITY SCHOOL DISTRICT**

Signature: _____

Printed Name/Title: _____

Date: _____

**(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 # **7991569** dated **June 17, 2016**, (the "Master Lease"), Schedule No. **003**, between Apple Inc. (the "Lessor") and **GALION CITY SCHOOL DISTRICT** (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

INVOICE MAILING ADDRESS:

SHIP TO ADDRESS:

Mail invoices to the attention of: _____

Phone: _____
Cell: _____
Email: _____

Primary Contact: _____

Phone: _____
Cell: _____
Email: _____

Summer – Primary Contact: _____

Phone: _____
Cell: _____
Email: _____

Secondary Contact: _____

Phone: _____
Cell: _____
Email: _____

Summer – Secondary Contact: _____

Phone: _____
Cell: _____
Email: _____

Product Delivery Contact: _____

Phone: _____
Cell: _____
Email: _____

Digital Product Contact: _____

Phone: _____
Cell: _____
Email: _____

LESSEE: GALION CITY SCHOOL DISTRICT

SIGNATURE: X _____

NAME / TITLE: X _____

DATE: X _____

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

MASTER LEASE PURCHASE AGREEMENT # 7991569 dated June 17, 2016

GALION CITY SCHOOL DISTRICT

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

- 2) Property 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.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

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

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, 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

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

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. 003 (the "Lease") to the Master Lease Purchase Agreement # 7991569 dated June 17, 2016, 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 3072
Cedar Rapids, IA 52406-3072
Telephone (800) 633-3980
Attn: Customer Service

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

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

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	
7991569003		319-841-7978	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV7991569003	March 14, 2018	Net 30	\$82,204.01

SOLD TO:

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

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7991569003	Net 30	Advanced Lease Payment	\$82,204.01

*****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,

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)

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) 3	
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.

▶ _____ Signature of issuer's authorized representative	_____ Date	▶ _____ Type or print name and title
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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>

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 # 7991569"

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.

Please complete the following if your PO is >\$100K, >300lbs, 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 if they are expecting an FTL (full truckload) size shipment? ☐ Yes ☐ No
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 operation that would prevent an 8am-5pm delivery?
11. Are there any other special delivery requirements we should be aware of?