



Auburn Public Schools

Technology Department
Auburn, Massachusetts, 01501

(508) 832 7711 X3046

www.auburn.k12.ma.us

June 12, 2014

Dr. Brunelle,

We have arrived at the time when we need to move forward with the iPad procurement for our 8th and 9th grade 1:1 iPad program. We have had several meetings with Apple and representatives from their finance company regarding a procurement program that is appropriate for Auburn both in terms of cost and sustainability. These meetings have involved both Mr. Gray and Mr. Barber and both have found the terms of the procurement to be acceptable. As you can see below Mr. Gray has ensured that all costs associated with the procurement fit within the current financial structure of the district.

<u>Payment Date</u>	<u>Amount</u>	<u>Capital Improvement Plan</u> <u>Total for Technology – District Wide</u>
7/01/2014	\$50,000.00	2013 - \$79,593.99
8/1/2014	\$50,000.00	2014 - \$170,000.00
8/1/2015	\$45,674.00	2015 - \$100,000.00
8/1/2016	\$45,674.00	2016 - \$180,000.00
8/1/2017	\$45,674.00	2017 - \$175,000.00

We are seeking School Committee approval to move forward with the iPad procurement for 8th and 9th grade 1:1 program.

Eric R. Bouvier
Director of Technology



*Auburn Public
Schools*

*"STRIVE FOR
EXCELLENCE"*

*Maryellen Brunelle, Ed.D.
Superintendent of Schools*

5 West Street
Auburn, MA 01501
Tel. (508) 832-7755
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July 14, 2014

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

Dear Jayne Adams-Griffin,

The Auburn Public Schools will accept partial shipment of the computer equipment as described on our PO #303. 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,

A handwritten signature in cursive script that reads "Maryellen Brunelle". The signature is written in dark ink and is positioned above the printed name and title.

Maryellen Brunelle, Ed.D
Superintendent of Schools



Financial Services
Education Finance

Master Lease Purchase Agreement No. 7808455

This Master Lease Purchase Agreement dated as July 8, 2014 is entered into by and between APPLE, INC. ("Lessor") and AUBURN PUBLIC SCHOOLS ("Lessee").

- 1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."
- 2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.
- 3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.
- 4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- 5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***
- 6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law.

Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; *provided* that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints

Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR:	APPLE, INC.	LESSEE:	AUBURN PUBLIC SCHOOLS 5 WEST STREET, AUBURN, MA 01501
BY:	_____	BY:	<u>Maryellen Brouelle</u>
PRINT NAME:	_____	PRINT NAME:	<u>Maryellen Brouelle</u>
TITLE:	_____	TITLE:	<u>Superintendent of Schools</u>
		FED TAX ID#:	<u>04-6001076</u>

Contact Information

Primary contact: Eric Bouvier

Phone: 508-832-7711

Fax: 508-832-7757

Email: ebouvier@auburn.k12.ma.us

Secondary contact: Howard Barber

Phone: 508-832-7755

Fax: 508-832-7757

Email: hbarber@auburn.k12.ma.us

Contacts during summer break

*If the same as above leave blank

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

EXHIBIT A
Master Lease Purchase Agreement # 7808455
Lease Schedule # 001

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

LESSEE: AUBURN PUBLIC SCHOOLS
5 WEST STREET
AUBURN, MA 01501

EQUIPMENT SCHEDULE

Apple personal computers, servers, and networking equipment not to exceed \$231,200.00. 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:	TRANSACTION SUMMARY
# OF RENTS: 1 @ \$50,000.00, 4 @ \$47,783.65 (net of applicable taxes)	Equipment Cost: \$ 231,200.00
PAYABLE: Annual in Advance due 7/1/14;8/1/14;8/1/15;8/1/16;8/1/17	Total Cost to Lessor's Assignee: \$ 231,200.00
LEASE TERM: 49 Months LEASE RATE: 0.21626,0.206676	
Effective Interest Rate based on Total Cost to Lessor's Assignee: 3.47%	
EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 Out Purchase Option	
Equipment Location (if different from Lessee address above):	
Lessee Contact/Telephone: ERIC BOUVIER	
THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.	

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: AUBURN PUBLIC SCHOOLS

BY: _____
 PRINT NAME: _____
 TITLE: _____
 DATE: _____

BY: Margellen Brunelle
 PRINT NAME: Margellen Brunelle
 TITLE: Superintendent of Schools
 DATE: 7/14/14 FED TAX ID#: 04-6001074

PLEASE SIGN AND FORWARD TO YOUR INSURANCE AGENT
Insurance Coverage Requirements

Apple, Inc.

RE: AUBURN PUBLIC SCHOOLS ("Debtor")
7808455001

Apple, Inc. is entering into a Financing Agreement with AUBURN PUBLIC SCHOOLS

- () 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).

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.

Lessee: AUBURN PUBLIC SCHOOLS

By: _____

Print Name: _____

Title: _____

Date: _____

OR

2. 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 status authorizing this form of insurance.

Lessee: AUBURN PUBLIC SCHOOLS

By: Margaret Brunelle

Print Name: Margaret Brunelle

Title: Superintendent of Schools

Date: 7/14/14

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT

Dated 7/8/14

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 7808455 dated 7/8/14, by and between Assignor and AUBURN PUBLIC SCHOOLS ("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.

Essential Use Audit

Lessee Contact Name / Position HOWARD BARBER / BUSINESS MGR Phone Number: 508-832-7755

1) Please clarify legal name of proposed lessee? Auburn Public Schools

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 # ITC44)
- 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?
The pilot program ensured the academic benefits for the Auburn Public Schools.

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? YES

9) Is a Purchase Order # required on the Invoice for prompt payment? YES

Completed By: Margellen Brunelle Superintendent Margellen Brunelle 508-832-7755
Signature Title Printed Name Phone

EXHIBIT B

AFS Education Finance
CERTIFICATE OF ACCEPTANCE

AGREEMENT # 7808455001

LESSEE: AUBURN PUBLIC SCHOOLS 5 WEST STREET AUBURN, MA 01501	LESSOR: APPLE, INC. 300 E. JOHN CARPENTER FWY SUITE 204 IRVING, TX. 75062
---	---

QUANTITY	EQUIPMENT MODEL & DESCRIPTION	SERIAL NUMBER
	See related packing slips and/or Apple Inc. invoices.	

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: AUBURN PUBLIC SCHOOLS

BY:

TITLE:

DATE:

Marjorie Brunelle
Superintendent of schools
7/14/14

EXHIBIT E
LEASE PAYMENT INSTRUCTIONS

**AFS EDUCATION FINANCE
INVOICE**

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

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
7808455001		319-841-7978	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV7808455001	June 25, 2014	7/1/14	\$50,000.00

SOLD TO:

**AUBURN PUBLIC SCHOOLS
ERIC BOUVIER
5 WEST STREET
AUBURN, MA 01501**

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7808455001	7/1/14	Advanced Lease Payment	\$50,000.00

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



GE Capital

GE CAPITAL
P. O. BOX 642000
PITTSBURGH PA 15264-2000

Visit MyAccounts At: WWW.GEMYACCOUNTS.COM

Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone #: 800-535-1680

Fax: 319-841-6324

Correspondence Only: PO BOX 3083
CEDAR RAPIDS IA 52406-3083

AUBURN PUBLIC SCHOOLS
5 WEST ST
AUBURN MA 01501-1301

222709

Billing ID Number	90136413987
Invoice Number	61236563
Invoice Date	08/22/2014
Due Date:	UPON RECEIPT
Current Items Due:	50,000.00
Total Amount Due:	50,000.00

XAPPLE
000

Our Federal Tax Id # 131500700

CUSTOM INVOICE REQUEST

Account Schedule Number
7808455-001

Due Date	Purchase Order Number	Equipment Description	Line Item Amount	Acct/Sched Total
		INVOICE REPLACES #61208076 DUE DATE:		
		PURCHASE ORDER #: 248-00		
		0001 APPLE COMPUTER & ACCESSORIES		
		SERIAL NUMBER		
		MODEL NUMBER COMPU & ACCESS		
		- LOCATION:		
		99 AUBURN ST		
		AUBURN MA 01501		
07/31/2014		ADVANCE RENT DUE		50,000.00
		ADVANCE PAYMENT DUE	.00	
		ADVANCE PAYMENT RECEIVED	.00	
		ACCOUNT SCHEDULE 7808455-001 TOTAL		50,000.00

Please return to
Check
West St.
Thank you
Stan

PAID SEP 09 2014

PLEASE INCLUDE YOUR BILLING ID # ON YOUR CHECK

Billing ID Number	90136413987
Invoice Number	61236563
Due Date:	UPON RECEIPT
Current Items Due:	50,000.00
Total Amount Due:	50,000.00

XAPPLE
000

Send Payment to:

GE CAPITAL
P. O. BOX 642000
PITTSBURGH PA 15264-2000

⑆39876⑆123656300005000000000050000006⑆12365633813



Auburn Public Schools
 5 West Street
 Auburn, MA 01501
 Phone: 508-832-7750 Fax: 508-832-7757

ORIGINAL →

Purchase Order

Fiscal Year 2015 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **248-00**

INSTRUCTIONS TO VENDOR

1. Acknowledgement must be returned promptly noting any discrepancies in pricing.
2. Issue a separate invoice for each P.O.
3. Ship all goods PREPAID to location listed above.
4. The P.O. number must appear on all invoices.
5. Invoices will be paid when order is complete.
6. A.P.S. will not pay fuel surcharges. If not acceptable this P.O. will be void.

Mass Exemption # E 046-001-076

VENDOR

APPLE COMPUTER INC
 PO BOX 281877
 ATLANTA GA 30384-1877

SHIP TO

AUBURN HIGH SCHOOL
 99 AUBURN ST
 AUBURN MA 01501

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
512-674-2853		512-674-2202		303			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/21/2014	10854					BUSINESS OFFICE	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	1:1 iPad project Master Purchase Agreement #7808455 First of Five payments			1.0		\$50,000.000	\$50,000.00

OK to Pay
ERP

PAID AUG 12 2014

PO Total \$50,000.00



Uniform Straight Bill of Lading
Original - Not Negotiable

Date: 07-28-2014		House Number: 8322288628
Ship from		Master Number: 160-4635 4372
Apple c/o FedEx Trade Networks 150-18 132nd Ave. Door 1 - 9 Jamaica, NY 11434 United States		Importing Carrier: CATHAY PACIFIC AIRWAYS LTDC
Customer ID Number: APPFTN012076 <input type="checkbox"/> FOB		From Port: Chengdu
Ship to		Arrival Date: 07-26-2014 Available Date: 07-28-2014
AUBURN HIGH SCHOOL 99 AUBURN ST WORCESTER AUBURN, MA 01501 United States TEL: 508-832-7711		Customer Reference Number: 248-00
Customer ID Number: AUHISCHAUMA <input type="checkbox"/> FOB		Entry/IT Number:
Third party freight charges bill to		Carrier Name: Fedex Custom Critical
Apple Inc C/O FedEx Trade Networks 170 Cooper Ave Ste 110 Tonawanda, NY 14150 United States		SCAC:
		Trailer Number: B5538
		Seal Number(s):
		Pro Number: 27169767
		Please attach pro label here:
Freight Charge terms (freight charges are prepaid unless otherwise marked collect). Collect <input type="checkbox"/> (check box)		
Special Instructions: Apple Freight - HAWB CTAHF007270 - DN 8322288628 - 400 sets in 40 cartons on 2 skids Delivery on Monday 07/28th before 2 PM.		

Carrier Information

			COMMODITY DESCRIPTION	LTL ONLY	
QTY	WEIGHT	H.M. (X)	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See section 2(e) of NMFC item 360	NMFC No.	CLASS
400	822.32 LB	<input type="checkbox"/>	ME894LL/A AWB : 160-4635 4372 HAWB : 8322288628 PO#: 248-00		93
TTL QTY	TTL WEIGHT				
400	822.32 LB				

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

COD Fee Terms: Collect Prepaid Customer check acceptable

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B). RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. It is mutually agreed, as to each carrier of all or any of said property or all or any portion of said route to destination and as to each party at anytime interested in all or any to said property, that every service to be performed hereunder shall be subject to all of the terms and conditions of the UNIFORM STRAIGHT BILL OF LADING set forth by the NMFC-100 tariff rules and regulations in effect of the date hereof.

SHIPPER SIGNATURE / DATE	SHIPPER SIGNATURE / DATE	CARRIER SIGNATURE / PICKUP DATE
		7-29-14
To the best of our knowledge, this is to certify that the above named materials are properly classified, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT.	FOR FREIGHT COLLECT SHIPMENTS: Subject to Section 7 of conditions of the applicable bill of lading, if this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.



GE Capital

GE CAPITAL
P. O. BOX 642000
PITTSBURGH PA 15264-2000

Visit MyAccounts At: WWW.GEMYACCOUNTS.COM

Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone #: 800-535-1680

Fax: 319-841-6324

Correspondence Only: PO BOX 3083

CEDAR RAPIDS IA 52406-3083

AUBURN PUBLIC SCHOOLS
5 WEST ST
AUBURN MA 01501-1301

Billing ID Number	90136413987
Invoice Number	61230048
Invoice Date	08/19/2014
Due Date:	09/01/2014
Current Items Due:	47,783.65
Total Amount Due:	47,783.65

XAPPLE
000

Our Federal Tax Id # 131500700

CUSTOM INVOICE REQUEST

Account Schedule Number	Due Date	Purchase Order Number Equipment Description	Line Item Amount	Acct/Sched Total
7808455-001	09/01/2014	INVOICE REPLACES #61208077 DUE DATE: 9/1/2014 PURCHASE ORDER #: 248-00 0001 APPLE COMPUTER & ACCESSORIES SERIAL NUMBER MODEL NUMBER COMPU & ACCESS - LOCATION: 99 AUBURN ST AUBURN MA 01501		47,783.65
		PAYMENT/INSTALLMENT DUE		47,783.65
		ACCOUNT SCHEDULE 7808455-001 TOTAL		47,783.65

222096

Please
return
Check
to
West Street.

PLEASE INCLUDE YOUR BILLING
ID # ON YOUR CHECK

Billing ID Number	90136413987
Invoice Number	61230048
Due Date:	09/01/2014
Current Items Due:	47,783.65
Total Amount Due:	47,783.65

XAPPLE
000

Send Payment to:

GE CAPITAL
P. O. BOX 642000
PITTSBURGH PA 15264-2000

12300480000477836500004778365612300483817



Auburn Public Schools
 5 West Street
 Auburn, MA 01501
 Phone: 508-832-7750 Fax: 508-832-7757

ORIGINAL

Purchase Order

Fiscal Year 2015 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **150441-00**

Mass Exemption # E 046-001-076

INSTRUCTIONS TO VENDOR

1. Acknowledgement must be returned promptly noting any discrepancies in pricing.
2. Issue a separate invoice for each P.O.
3. Ship all goods PREPAID to location listed above.
4. The P.O. number must appear on all invoices.
5. Invoices will be paid when order is complete.
6. A.P.S. will not pay fuel surcharges. If not acceptable this P.O. will be void.

VENDOR

GE CAPITAL
 PO BOX 642000
 PITTSBURGH PA 15264-2000

SHIP TO

AUBURN HIGH SCHOOL
 99 AUBURN ST
 AUBURN MA 01501

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
800-535-1680				150381			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
08/21/2014	6530					TECHNOLOGY	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	FY15 1:1 iPad leasing agreemen						
1	FY15 1:1 iPad initiative phase 2			1.0		\$47,783.650	\$47,783.65

PAID SEP 09 2014

RECEIVING COPY

PO Total

\$47,783.65

Please include your Billing ID number on all correspondence.

All correspondence should be sent to the *correspondence only* address, which is indicated on the front of this invoice.

Payments: Please detach the *remit to* portion of this invoice and mail your payment(s) to our payment processing center using the return envelope provided. Please send only the *remit to* portion with your payment - retain the top portion of the invoice for your records.

Sales, Use, Rental Tax (Tax): The sales, use, or rental tax rate is determined by the location of the leased equipment, when applicable. Equipment location changes are subject to approval. Prior to the equipment being moved, the lessor is to be notified. Call the Customer Service number on the front of this invoice for instructions for reporting an equipment location change. If you are sales tax exempt, fax a completed, signed exemption certificate, including your account schedule number, to the fax number on the front of the invoice or mail a copy to the *correspondence only* address on the front of the invoice. Attention: Sales Tax Exemption.

Personal Property Taxes: Personal Property Tax is assessed on leased equipment as required by the local taxing jurisdiction. If the lessor is required to report and pay the tax bill, the lessee will be billed for reimbursement as agreed to in the lease agreement. This may be invoiced separately and/or included in this invoice. If the Lessee paid property taxes directly to the taxing jurisdiction in error, please contact the jurisdiction for instructions to file for a refund and pay the amount on your invoice from the lessor. Taxes are determined by the location of the leased equipment, when applicable. Equipment location changes are subject to approval. Prior to the equipment being moved, the lessor is to be notified. Call the Customer Service number on the front of this invoice for instructions for reporting an equipment location change.

Purchase Order Number(s): For your convenience we can display your purchase order number on your invoice. However, the contract terms and conditions are not modified in any way by your purchase order. If you need your purchase order number to appear on the invoice or if you need to update your purchase order information, fax a copy of the purchase order including your account schedule number(s), the purchase order effective and expiration dates to the fax number on the front of the invoice or mail a copy to the *correspondence only* address referenced on the front of this invoice.

Late Charges: To avoid late charges, all payments must be received by the due date. Late charges will be added to your invoice consistent with the terms and conditions of your contract.

Insurance: Your contract requires you to provide and maintain insurance coverage against all risks of loss for your equipment, and provide proof of coverage information. Please be sure we are named as LOSS PAYEE and Additional Insured and *your account schedule number appears on the certificate* and fax a copy to the fax number on the front of the invoice or mail a copy to the *correspondence only* address.

Name Changes: Fax a copy of the amendment that was filed with the secretary of state, including your account schedule number, to the fax number on the front of the invoice or mail a copy to the *correspondence only* address. Changes are subject to fees.

Acceptable Forms of Payment: We will accept payments in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit, or wires only. Cash and cash equivalents are not acceptable forms of payment and such forms of payment may delay processing or be returned. Furthermore, only you or your authorized agent as approved may remit payments on these accounts.

Disputed Payments: Without prejudice to any of our rights and remedies under your contract, all written communication concerning disputed amounts, including any check or other payment instrument that (a) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitation must be mailed or delivered to us at the *correspondence only* address and not to the payment address.