

**PURCHASE ORDER
NATICK PUBLIC SCHOOLS
13 East Central Street
Natick, MA 01760**

P.O. No. 711-2031

STATE TAX EXEMPTION
E-046-001-237

THE ABOVE NUMBER MUST APPEAR ON ALL
CORRESPONDENCE, INVOICES, SHIPPING
PAPERS AND PACKAGES.

Important Instructions	Bill to: Natick Public Schools Accounts Payable 13 East Central Street Natick, MA 01760 508-647-6400 ext. 1397	CLEARLY INDICATE ON EACH INVOICE the name of the Department and the address to which the goods were delivered or address of point which the services were rendered.	PREPAY AND CHARGE, DO NOT SHIP COLLECT.	Invoice Must Show Number of Units and Unit Prices for each Item Billed.	Failure to Comply With All Instructions Will Result in Return of Invoice and Consequent Delay in Payment.
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TO	Apple Attn: Lindsey Meyer	Date Requisitioned: <u>3/24/11</u>
		Vendor No: <u>10840</u>

SHIP TO	Flexible Business Systems Attn: Natick Middle School Project 50 D'Angelo Drive Marlborough, Ma 01752	ACCT. CODE: <i>get# from Dennis</i> <u>70145908-5866</u>
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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Middle School Laptop Order:		
550	TX919LL/A Lacie Starck + Mobile 500GB USB External Hard Drive @ \$89.96 each = \$48,925.53		
90	MB572Z/A Mini Displayport to VGA Adapter @ \$25.81 each = \$2,322.90		
550	D2344LL/A Integration Services @ \$34.23 each = \$18,826.17		
2	BG413LL/A AELP MACSWCOLL ED INST-500 Licenses @ \$14,683.22 each = \$29,366.44		
12	BF879LL/A AELP MSWC INST SUP500 1 st YR - 25 Licenses @ \$732.47 each = \$8,789.64		
550	S3055LL/A 3-YR APA MB/MB AIR/13" MB PRO - USA Protection Plan @ \$61.41 each = \$33,775.50		
550	Z0JQ MacBooks 13.3/2.4-CTO 320 GB; 2.4GHz; 4GB DDR3 SDRAM @ \$964.76 each = \$530,618.00		
22	TX323LL/A Bretford Mobility Cart for 30 MacBooks @ \$1601.96 each = \$35,243.02		
3	652-1032 5PK ADAPTER,60W,MAGSAFE,661-5597 @ 250.00 each = \$750.00		
27	652-1033 25PK ADAPTER,60W,MAGSAFE,661-5597 @ 1000.00 each = \$27,000		
1	Delivery Charge \$6.95		
	Quote #77507703		
	Total Price = \$735,624.15		
	(Dennis Roche - Technology; For Wilson and Kennedy)		
	Annual Lease Amount		
		TOTAL	\$254,138.15

REQUISITIONER CONTACT INFORMATION

For questions regarding this order or to receive
authorization for increases in pricing more than 10%,
please call: 508- 647-6400 x1727

Director of Technology for all IT or AV Purchases
-Required

PLEASE ADVISE IMMEDIATELY IF UNABLE TO
DELIVER AS SPECIFIED. RENDER PACKING LISTS.

Budget Manager Approval - Required

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE
FOR THIS PURCHASE

[Signature]
School Business Administrator

April 13, 2011

Town of Natick, Massachusetts
Dennis Roche, CISA
13 East Central Street
Natick, MA 01760

RE: Lease of Equipment from Apple, Inc. ("Apple")

Dear Dennis Roche, CISA:

The AFS Education Finance Program is pleased to assist Town of Natick, Massachusetts ("Lessee") request for lease financing of equipment from Apple, Inc., ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully. Documentation enclosed for execution by an individual authorized by your Governing Board for Town of Natick, Massachusetts consists of the following, which should be signed and returned to us as soon as possible:

****PLEASE SIGN ALL DOCUMENTS IN BLUE INK****

Apple Documents:

- Master Lease Agreement ✓
- Master Lease Amendment ✓
- Lease Schedule 7717948 - 001 ✓
- Contact information
- Notice of Assignment
- Insurance Coverage Requirements
- Opinion of Counsel - *Fah*
- 8038GC or G Tax Form
- Amortization Schedule
- Essential Use Audit
- Tax-Exemption Certificate (if applicable)
- Board Minutes (if applicable)

Sent to Apple

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Sent to Apple
SP OutKewitch
SP Cam Natick

Please have an authorized governing board member to sign lease documents.

Please provide us with a copy of your board minutes showing the lease is approved.

Please scan signed documents and email to Rochelle.Bryant@applefin.com and jadams-griffin@applefin.com prior to overnighting for review. Please return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

- Return original documents to:
AFS Education Finance
300 E. John Carpenter Fwy #204
Irving, TX. 75062
Attn: Rochelle Bryant
- Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.
- Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information must be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

One (1) purchase order and ship to location per lease agreement schedule.

- Purchase Order Date
- Purchase Order Number
- Ship To Address – Street address
- Product Description
- Apple Product Number
- Unit and Extended Price of Product
- Authorized Signature
- Printed Name, Title, Date Signed
- Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
c/o AFS Education Finance Program
12545 Riata Vista Cir.
MS 198-3LSE
Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 469-586-2231.

Sincerely

Rochelle Bryant
AFS Education Finance Program
Contracts Administrator

OPINION OF COUNSEL

This must be placed on your attorney's letterhead

Date: _____

To: Apple, Inc.
and its successors and assigns

With respect to Lease Schedule No. 001 to that certain Master Lease Purchase Agreement No 7717948 dated _____, 20__ by and between Apple, Inc. ("Lessor") and Town of Natick, Massachusetts, ("Lessee"), collectively as the "Lease", I am of the opinion that: (i) Lessee is a State or fully constituted subdivision or agency of the State in which it is located; (ii) Lessee is duly organized and existing under the Constitution and laws of the State in which it is located; (iii) Lessee is authorized to enter into and carry out its obligations under the Lease and any other documents required to be delivered in connection therewith; (iv) the Lease has been duly authorized, executed and delivered by Lessee in accordance with the applicable laws, rules, ordinances and regulations; (v) Lessee has complied with all applicable law governing open meetings and public bidding required in connection with the Lease and the acquisition of the Equipment; (vi) the Lease is genuine, valid and enforceable in accordance with its terms; (vii) the person (s) signing the Lease has (have) the authority to do so and acted within the full authorization of Lessee's governing body; and (viii) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for Lessee

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
AFS Education Finance
Attn: Contracts
300 E. John Carpenter Fwy #204
Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
7717948-001		(800) 323-6217	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	April 13, 2011	June 20, 2011	\$254,138.15

SOLD TO:

Town of Natick, Massachusetts
Dennis Roche, CISA
13 East Central Street
Natick, MA 01760

OK
DER
4/14/11

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7717948-001	June 20, 2011	Advanced Lease Payment	\$254,138.15

Please return your payment with this invoice.

To Bob Debraise
508-565-9788

Master Lease Purchase Agreement # 7717948
Lease Schedule # 001

LESSOR: APPLE, INC.
300 E. John Carpenter Fwy #204
Irving, TX. 75062

LESSEE: Town of Natick, Massachusetts
13 East Central Street
Natick, MA 01760

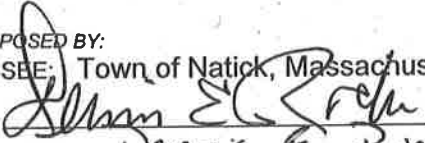
Apple personal computers, servers, and networking equipment not to exceed \$735,624.15. Equipment configuration to be determined by invoices presented to Apple, Inc., as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:		TRANSACTION SUMMARY	
# OF RENTS: 3 @ \$254,138.15 (net of applicable taxes)		Equipment Cost	\$735,624.15
PAYABLE: Annually due 06/20/2011, 07/20/2012, 07/20/2013		Upgrades	\$
LEASE TERM: 36 Months	LEASE RATE: .35179	Lease Discount	\$(13,210.17)
		Tax	\$
		Total Cost to Lessor's Assignee	\$722,413.98
Promotional Interest Rate based on Equipment Cost:	2.89%		
Effective Interest Rate based on Total Cost to Lessor's Assignee:	4.39%		
EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM:	<input checked="" type="checkbox"/> \$1 <input type="checkbox"/> FMV <input type="checkbox"/> Other		
Equipment Location (if different from Lessee address above):	_____		
Lessee Contact/Telephone: Dennis Roche, CISA 508-647-6628			
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.
BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

PROPOSED BY:
LESSEE: Town of Natick, Massachusetts
BY: 
PRINT NAME: Dennis E. Roche
TITLE: Technology Director
DATE: 4/14/11 FED TAX ID #: 04-6001237

Master Lease Purchase Agreement No. 7717948 dated as of April 14, 2011
("Agreement"), by and between, Apple, Inc., as "Lessor", and Town of Natick,
Massachusetts, as "Lessee" with its principal address of 13 East Central Street Natick,
MA 01760.

DEFINITIONS: Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

Agreement - this master lease purchase agreement.

Code - Internal Revenue Service Code of 1986 as amended from time to time.

Contractor - any manufacturer or vendor of the System.

Damaged Equipment - Equipment that is lost, stolen or damaged.

Damages - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.

Day - a calendar day unless otherwise specified.

Documents - each Lease, any documents relative to the acquisition of the System and any other documents required to be delivered in connection with each Lease.

Escrow Account - an account from which the cost of the System is to be paid.

Equipment - all items of personal property described in the applicable Schedule and subject to this Agreement.

Equipment Location - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.

Lease - this Agreement and a Schedule.

Lease Term - the time period listed in the applicable Schedule.

Lessor Equipment - Equipment manufactured or assembled by Lessor.

Net Book Value - any and all amounts which may be due and payable by you to us under the Lease, plus the present value of all Rent payments remaining through the end of the Lease Term as stated in an amortization schedule attached to the Schedule.

Other Equipment - Equipment not manufactured, assembled, or distributed by Lessor.

Product Warranty - any express product warranty from Lessor.

Rent - payments payable by the Lessee to Lessor for the acquisition of the System as shown in the applicable Schedule.

Schedule - any lease schedule under this Agreement signed by you and accepted by us.

Software - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.

System - Equipment or Software, or both, in the applicable Schedule.

System Cost - cash price of Equipment and fee for Software license.

We, Us, and Our - Lessor or our agent.

You and Your - Lessee or your agent.

Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

TERMS AND CONDITIONS

1. ACQUISITION OF SYSTEM. By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition, use, leasing, and/or financing of equipment or software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment or the Software, the ordering of the Equipment or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment or the Software for your use. You shall order the System from the appropriate Contractor.

ESCROW AGREEMENT. If upon agreement by both you and us as to any System to be acquired and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.

2. LEASE. You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

3. INVOICE PAYMENT OR REIMBURSEMENT. We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in

compliance with Section 14 of this Agreement; (e) Contractor invoice and/or bill of sale relating to the System 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 Opinion of Counsel; and (h) any other documents, items, or information required by us.

4. DELIVERY AND ACCEPTANCE OF SYSTEM. Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

5. RENT. You agree to pay us Rent consisting of principal and interest (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

NON-APPROPRIATION OF FUNDS. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the System with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON- APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

8. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where you are located, you shall have title to the Equipment immediately upon acceptance and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease. In the event of a default, title to the Equipment shall revert to us free and clear of any rights or interests you may have in the Equipment. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of software; (f) the System. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. If allowed by the laws of the state where you are located and if we request, you agree to sign financing statements in order for us to publicly record our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

9. USE, MAINTENANCE AND REPAIR. You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("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 System is not (i) used for any illegal activity or private business

purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be *solely* responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable access to the Equipment Location so that we can check the System's existence, condition and proper maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment 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 Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

10. TAXES. You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income). You agree to file any required personal property tax returns and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments.

11. CLAIMS. Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur 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 System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

12. IDENTIFICATION. You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

13. LOSS OR DAMAGE. You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at your option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your 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 the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will forward to you any insurance proceeds which we receive for Damaged Equipment for your use to solely repair or replace the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

14. INSURANCE. You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or self-insurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of self-insurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

15. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you and us (or our affiliates), or (i) you fail to obtain insurance as required in Section 14.

16. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

17. YOUR OPTION AT END OF LEASE. Provided you are not in default, upon expiration of the Lease Term you have the option to purchase all but not less than all of the System for \$1.00 (plus all sales and other applicable taxes).

18. RETURN OF SYSTEM. If (a) a default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 5, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we 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, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

19. YOUR REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State, or a fully constituted political subdivision pursuant to Section 103-1(b) of the Code, or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have 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 and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; (l) you 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 Rent payment to become includible in our gross income for Federal income taxation purposes under the Code; (m) you shall comply with the information reporting requirements of Section 149(e) of the Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (n) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

20. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease. We will maintain a record of all assignments of the Lease in a form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. You hereby appoint us as your agent to maintain such registration record as to the record owner of the Lease.

22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

23. AGREED LEASE RATE. You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. We both intend to comply with all applicable laws. If it is determined that your 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. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.

24. MISCELLANEOUS. Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$100 per Lease to cover our documentation, filing, and investigation costs. 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 shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

25. NOTICES. All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At anytime after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR**

INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES 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 THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

The attached ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT (MLA #7717948) is incorporated herein by reference.

LESSOR: APPLE, INC.

BY: _____

TITLE: _____

DATE: _____

LESSEE: Town of Natick, Massachusetts

BY:  _____

TITLE: School Comm. HEE Chairman

DATE: April 14, 2011

FED TAX ID#: 04-6001237

**ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT
(MLA # 7717948)**

THIS ADDENDUM TO MASTER LEASE AGREEMENT, dated as of APR 14, 2011, is by and between **TOWN OF NATICK**, as Lessee, and **APPLE, INC.**, as Lessor.

BACKGROUND

A. By that certain Master Lease Purchase Agreement #7717948 dated APR 14, 2011, by and between Lessor and Lessee (the "Master Agreement"), Lessor agreed to lease to Lessee with an option to purchase for the sum of one dollar (\$1.00) pursuant to Section 17 of the Master Agreement certain personal property, upon and subject to the terms and conditions set forth in the Master Agreement and all Schedules executed, whether now or hereafter, thereunder.

B. Lessor and Lessee desire to amend the terms and conditions of the Master Agreement upon and subject to the terms and conditions of this Addendum, but only for purposes of each Schedule executed on or after the effective date of this Addendum.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Amendment To Master Agreement. The Master Agreement is amended as follows:

A. Section 1 of the Master Agreement is amended by deleting the third (3rd) sentence of that section and inserting the following sentence in its place:

"You hereby represent and warrant that, to the best of your knowledge, the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition, use, leasing, and/or financing of equipment or software license fees."

B. Section 1 of the Master Agreement is further amended by deleting the fourth (4th) sentence of that section and inserting the following sentence in its place:

"We shall have no responsibility in connection with the selection of the Equipment or the Software, the ordering of the Equipment or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment or the Software for your use; provided however, that the foregoing shall not abridge any rights under applicable warranties or insurance policies."

C. Section 4 of the Master Agreement is amended by deleting the first (1st) sentence of that section and inserting the following in its place:

"Acceptance of the System shall occur on the date on which the System has been delivered to the facility owned or operated by Flexible Business Systems that is identified on the Schedule and Lessee has determined that the System is complete, properly installed, in good working condition and performing in accordance with applicable specifications, as evidenced by Lessee's execution of the Certificate of Acceptance provided by Lessor or such other document requested by Lessor."

D. Section 5 of the Master Agreement is amended by deleting the fourth (4th) and fifth (5th) sentences of that section.

E. Section 6 of the Master Agreement is amended by deleting the first (1st) sentence of that section and inserting the following in its place:

“EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 (“NON- APPROPRIATION OF FUNDS”), YOU AGREE THAT UPON ACCEPTANCE OF THE SYSTEM AS DESCRIBED IN SECTION 4 (“DELIVERY AND ACCEPTANCE OF SYSTEM”), YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. This Section 6 shall not apply to the extent that such damage, destruction, defect, or loss of use is due to the fault of the Lessor or its officers, employees, boards, commissions, committees, agents, contractors or subcontractors. Before reducing or off-setting against rent or any other amounts due under any Schedule, Lessee will attempt in good faith to resolve the matter by a claim under the applicable warranty or warranties.”

F. Section 8 of the Master Agreement is amended by deleting the sixth (6th) sentence of that section and inserting the following in its place:

“You hereby authorize us to prepare and file UCC financing statements covering the collateral and our security interest described hereunder. Upon the prior written request from you, we shall provide to you a copy of each such UCC financing statement. In the alternative, we may provide to you prompt written notice of the date of each such filing.”

G. Section 10 of the Master Agreement is amended by deleting the first (1st) sentence of that section and inserting the following in its place:

“You agree that you will pay us, when invoiced, all applicable taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income or fines, interest or penalties solely caused by our acts or omissions).”

H. Section 10 of the Master Agreement is further amended by deleting the last sentence of that section.

I. Section 11 of the Master Agreement is amended by deleting that section and inserting the following in its place:

“Inasmuch as the sole responsibility of General Electric Capital Corporation as Lessor’s assignee in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that upon and subsequent to acceptance of the System as described in Section 4 of this Agreement, General Electric Capital Corporation as Lessor’s assignee shall incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return of disposition of the System. You hereby acknowledge and agree that General Electric Capital Corporation as Lessor’s assignee is not responsible (except to the extent caused solely by its intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit, or action against General Electric Capital Corporation as Lessor’s assignee for Damages, except to the extent such Damages are caused by General Electric Capital Corporation’s wrongful repossession or attempted repossession of the Equipment.”

J. Section 12 of the Master Agreement is amended by deleting the first sentence of that section and inserting the following sentence in its place:

“You authorize us to insert missing or correct information on the Lease that identifies Lessee and/or describes the Equipment, including, without limitation, your official name, serial numbers and any other information describing the System.”

K. Section 13 of the Master Agreement is amended by deleting the first (1st) sentence of that section and inserting the following sentence in its place:

“You are responsible for any loss of or Damages to the System from any cause at all, except to the extent solely caused by our gross negligence or willful misconduct, whether, or not insured, from the time the System is delivered to you until it is returned to us.”

L. Section 14 of the Master Agreement is amended by deleting subpart (b) of the first sentence of that section and inserting the following in its place:

“(b) obtain a general public liability insurance policy (or suitable program of selfinsurance) covering both personal injury and property damage, with minimum peroccurrence limits of not less than \$1,000,000 for personal injury and \$1,000,000 for property damage (or \$2,000,000 combined single limit) and a deductible of not more than \$10,000, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease.”

M. Section 14 of the Master Agreement is further amended by deleting in the fifth (5th) sentence of that section “10” and inserting in its place the words “fifteen (15)”.

N. Section 15 of the Master Agreement is amended by deleting subpart (a) of the first (1st) sentence of that section and inserting the following in its place:

“(a) you fail to pay any Rent or other payment when due under this Lease(including this Agreement and any Schedule under this Agreement) within twenty-one (21) Days after we send you written notice of such late, insufficient or overdue Rent payment, or”

O. Section 15 of the Master Agreement is further amended by deleting subpart (d) of the first (1st) sentence of that section and inserting the following in its place:

“(d) any insurance carrier cancels any insurance on the System, or”

P. Section 15 of the Master Agreement is further amended by deleting subpart (e) of the first(1st) sentence of that section and inserting the following in its place:

“(e) the System or any part of it is abused, illegally used, or misused by Lessee or its officers, employees, boards, commissions, committees or agents, or”

Q. Section 15 of the Master Agreement is further amended by deleting subpart (g) of the first (1st) sentence of that section and inserting the following in its place:

“(g) a petition is filed by or against you under any bankruptcy or insolvency laws, and such petition is not discharged within ninety (90) days thereafter, or”

R. Section 15 of the Master Agreement is further amended by deleting subpart (h) of the first (1st) sentence of that section.

S. Section 16 of the Master Agreement is amended by deleting the fourth (4th) sentence of that section and inserting the following sentence in its place:

“You will not make any claims against us or the System for trespass, damage or any other reason if we take possession or attempt to take possession of the Equipment as permitted under the Lease.”

T. Section 16 of the Master Agreement is further amended by deleting subpart (b) of the sixth (6th) sentence of that section and inserting the following sentence in its place:

“(b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you, provided however that we shall apply any such proceeds to amounts you owe to us hereunder.”

U. Section 16 of the Master Agreement is further amended by deleting the last sentence of that section and inserting the following sentence in its place:

“Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in this Lease (including this Agreement and any Schedule under this Agreement) we shall not have the right to exercise the remedies stated herein for this Lease (including this Agreement and any Schedule under this Agreement) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned this Lease (including this Agreement and any Schedule under this Agreement).”

V. Section 18 of the Master Agreement is amended by deleting the words “fifteen (15)” in the last sentence of that section and inserting in their place the words “seven (7)”.

W. Section 19 of the Master Agreement is amended by inserting the words “to the best of your knowledge” at the beginning of subparts (d), (e), (f), (i), (j) and (n) of the first (1st) sentence of that section.

X. Section 21 of the Master Agreement is amended by deleting the last sentence of that section and inserting the following sentence in its place:

“You appoint us as your agent to maintain such registration records as to the record owner of the Lease and each Schedule thereto, and we agree upon written request by you to identify the current record owner of the Lease and to provide to you a copy of any such registration records.”

Y. Section 22 of the Master Agreement is amended by deleting the second (2nd) sentence of that section.

Z. Section 22 of the Master Agreement is further amended by deleting “18%” in the third (3rd) sentence of that section and inserting in its place the words “twelve percent (12%)”.

AA. Section 24 of the Master Agreement is amended by deleting the sixth (6th) sentence of that section.

BB. Section 26 of the Master Agreement is amended by deleting the first (1st), third (3rd) and fourth (4th) sentences of that section.

CC. Section 26 of the Master Agreement is further amended by deleting the last) sentence of that section and inserting the following in its place:

“General Electric Capital Corporation shall not be liable for any delay or failure to deliver the System.”

DD. The last sentence of the Master Agreement is amended by inserting the word “nonexclusive” immediately before the word “jurisdiction”.

2. **Effective Date.** This Addendum is executed to be effective the same day as the Master Agreement, and is incorporated into and made a part of the Lease.
3. **Effect of Addendum.** All terms and conditions of the Master Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Addendum as of the date first set forth above.

TOWN OF NATICK

By:  _____

Title: School Committee Chair

APPLE, INC.

By: _____

Title: _____

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT

Dated: _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 001 (the "Lease") to the Master Lease Purchase Agreement 7717948 dated APRIL 14, 2011, by and between Assignor and Town of Natick, Massachusetts ("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 Assignee 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 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.

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.

Contact Information

Primary: Dennis Roche
Phone: 508-647-6628
Fax: 508-647-6636
Email: droche@natickps.org

Secondary: Bill Hurley
Phone: 508-647-6491
Fax: 508-647-6506
Email: whurley@natickps.org

Contact during summer break

*If the same as above leave blank

Primary: _____
Phone: _____
Fax: _____
Email: _____

Secondary: _____
Phone: _____
Fax: _____
Email: _____

PLEASE SIGN AND FORWARD A COPY TO YOUR INSURANCE AGENT
Insurance Coverage Requirements

Apple, Inc.

RE: Town of Natick, Massachusetts ("Debtor")
7717948-001

Apple, Inc. is entering into a Financing Agreement with Town of Natick, Massachusetts

1. In accordance with Section 14 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

Dehand & Gibson (contact: Beverly Weisberg)
Name of Insurance Agent Phone Number
30 Washington St
Address
Waltham MA 02451
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: Rochelle Bryant
469-586-2231
(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: Town of Natick, Massachusetts

By: William J. Hurley

Print Name: William J. Hurley

Title: Director of Fiscal Management Services

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 statute authorizing this form of insurance.

Lessee: Town of Natick, Massachusetts

By: _____

Print Name: _____

Title: _____

Date: _____

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 Town of Natick, Massachusetts	2 Issuer's employer identification number 04-6001237			
3 Number and street (or P.O. box if mail is not delivered to street address) 13 East Central Street	Room/suite	4 Report number 3		
5 City, town, or post office, state, and ZIP code Natick, MA 01760		6 Date of issue		
7 Name of issue MASTER LEASE 7717948 #001		8 CUSIP number		
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative ()		

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input checked="" type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe	18
19 If obligations are TANS or RANS, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" 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 8-20-13	\$ 735,624.15	\$ N/A	3 years	4.36 %

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

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	NA years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	NA years
33 Enter the last date on which the refunded bonds will be called	NA
34 Enter the date(s) the refunded bonds were issued	NA

Part VI Miscellaneous	
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35 0
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a 0
b Enter the final maturity date of the guaranteed investment contract	37a NA
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer NA and the date of the issue	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

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.

Sign Here
 Signature of issuer's authorized representative: *William Hickey* Date: *April 14, 2011* Type or print name and title: *William Hickey, Director of Finance*

Loan Amortization
Town of Natick
Promotional Amort: 2.89%

Date	Funding	Payment	Interest	Principal	Balance
	\$735,624.15				\$735,624.15
Jun-20-11		\$ -	\$ 4,133.80	\$ (4,133.80)	\$739,757.95
Jun-20-11	\$254,138.15	\$ -	\$ -	\$254,138.15	\$485,619.80
Jul-20-11		\$ -	\$ 1,169.53	\$ (1,169.53)	\$486,789.33
Aug-20-11		\$ -	\$ 1,172.35	\$ (1,172.35)	\$487,961.68
Sep-20-11		\$ -	\$ 1,175.17	\$ (1,175.17)	\$489,136.85
Oct-20-11		\$ -	\$ 1,178.00	\$ (1,178.00)	\$490,314.85
Nov-20-11		\$ -	\$ 1,180.84	\$ (1,180.84)	\$491,495.69
Dec-20-11		\$ -	\$ 1,183.69	\$ (1,183.69)	\$492,679.38
Jan-20-12		\$ -	\$ 1,186.54	\$ (1,186.54)	\$493,865.92
Feb-20-12		\$ -	\$ 1,189.39	\$ (1,189.39)	\$495,055.31
Mar-20-12		\$ -	\$ 1,192.26	\$ (1,192.26)	\$496,247.57
Apr-20-12		\$ -	\$ 1,195.13	\$ (1,195.13)	\$497,442.70
May-20-12		\$ -	\$ 1,198.01	\$ (1,198.01)	\$498,640.71
Jun-20-12		\$ -	\$ 1,200.89	\$ (1,200.89)	\$499,841.60
Jul-20-12	\$254,138.15	\$ -	\$ 1,203.79	\$252,934.36	\$246,907.24
Aug-20-12		\$ -	\$ 594.63	\$ (594.63)	\$247,501.87
Sep-20-12		\$ -	\$ 596.07	\$ (596.07)	\$248,097.94
Oct-20-12		\$ -	\$ 597.50	\$ (597.50)	\$248,695.44
Nov-20-12		\$ -	\$ 598.94	\$ (598.94)	\$249,294.38
Dec-20-12		\$ -	\$ 600.38	\$ (600.38)	\$249,894.76
Jan-20-13		\$ -	\$ 601.83	\$ (601.83)	\$250,496.59
Feb-20-13		\$ -	\$ 603.28	\$ (603.28)	\$251,099.87
Mar-20-13		\$ -	\$ 604.73	\$ (604.73)	\$251,704.60
Apr-20-13		\$ -	\$ 606.19	\$ (606.19)	\$252,310.79
May-20-13		\$ -	\$ 607.65	\$ (607.65)	\$252,918.44
Jun-20-13		\$ -	\$ 609.11	\$ (609.11)	\$253,527.55
Jul-20-13	\$254,138.15	\$ -	\$ 610.60	\$253,527.55	\$ 0.00
	\$735,624.15	\$762,414.45	\$26,790.30	\$735,624.15	

Loan Amortization
Town of Natick
Effective Amort: 4.36%

Date	Funding	Payment	Interest 4.36%	Principal	Balance
	\$ 732,221.52				\$ 732,221.52
Jun-20-11		\$ -	\$ 6,218.31	\$ (6,218.31)	\$ 738,439.83
Jun-20-11		\$ 257,561.14	\$ -	\$ 257,561.14	\$ 480,878.69
Jul-20-11		\$ -	\$ 1,750.20	\$ (1,750.20)	\$ 482,628.89
Aug-20-11		\$ -	\$ 1,756.57	\$ (1,756.57)	\$ 484,385.46
Sep-20-11		\$ -	\$ 1,762.97	\$ (1,762.97)	\$ 486,148.43
Oct-20-11		\$ -	\$ 1,769.38	\$ (1,769.38)	\$ 487,917.81
Nov-20-11		\$ -	\$ 1,775.82	\$ (1,775.82)	\$ 489,693.63
Dec-20-11		\$ -	\$ 1,782.29	\$ (1,782.29)	\$ 491,475.92
Jan-20-12		\$ -	\$ 1,788.77	\$ (1,788.77)	\$ 493,264.69
Feb-20-12		\$ -	\$ 1,795.28	\$ (1,795.28)	\$ 495,059.97
Mar-20-12		\$ -	\$ 1,801.82	\$ (1,801.82)	\$ 496,861.79
Apr-20-12		\$ -	\$ 1,808.38	\$ (1,808.38)	\$ 498,670.17
May-20-12		\$ -	\$ 1,814.96	\$ (1,814.96)	\$ 500,485.13
Jun-20-12		\$ -	\$ 1,821.56	\$ (1,821.56)	\$ 502,306.69
Jul-20-12		\$ 257,561.14	\$ 1,828.19	\$ 255,732.95	\$ 246,573.74
Aug-20-12		\$ -	\$ 897.43	\$ (897.43)	\$ 247,471.17
Sep-20-12		\$ -	\$ 900.70	\$ (900.70)	\$ 248,371.87
Oct-20-12		\$ -	\$ 903.97	\$ (903.97)	\$ 249,275.84
Nov-20-12		\$ -	\$ 907.26	\$ (907.26)	\$ 250,183.10
Dec-20-12		\$ -	\$ 910.57	\$ (910.57)	\$ 251,093.67
Jan-20-13		\$ -	\$ 913.88	\$ (913.88)	\$ 252,007.55
Feb-20-13		\$ -	\$ 917.21	\$ (917.21)	\$ 252,924.76
Mar-20-13		\$ -	\$ 920.54	\$ (920.54)	\$ 253,845.30
Apr-20-13		\$ -	\$ 923.89	\$ (923.89)	\$ 254,769.19
May-20-13		\$ -	\$ 927.26	\$ (927.26)	\$ 255,696.45
Jun-20-13		\$ -	\$ 930.63	\$ (930.63)	\$ 256,627.08
Jul-20-13		\$ 257,561.14	\$ 934.06	\$ 256,627.08	\$ 0.00
	<u>\$ 732,221.52</u>	<u>\$ 772,683.42</u>	<u>\$ 40,461.90</u>	<u>\$ 732,221.52</u>	

Essential Use Audit

Lessee Contact Name / Position Dennis Roche / Technology Dir Phone Number: 508-647-6628

1) Please clarify legal name of proposed lessee? Natick 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 # _____)
- [] 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?
In operating budget

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? 711-2031

Completed By: Dennis E Roche Signature Technology Director Title Dennis E Roche Printed Name 508-647-6628 Phone

(If Vendor does not wish us to make the contact, an authorized signer for the Lease must sign this Essential Use Audit document. We reserve the right to make an follow up call to clarify any questions.)

Instructions for Form 8038-G

(Revised November 2000)

Information Return for Tax-Exempt Governmental Obligations

Caution: If the issue price is less than \$100,000, use Form 8038-GC.
Section references are to the Internal Revenue Code, unless otherwise noted.



Department of the Treasury
Internal Revenue Service

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150. Complete Parts II through VI on the basis of available information and reasonable expectations as of the issue date. If an item does not apply to the issue you are reporting, write "N/A" in the space provided for the item.

Who Must File

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

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued. Complete Form 8038-G based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Enter at the top of the form "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-G a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See **Where To File** below.

Where To File

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

Rounding to Whole Dollars

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

Definitions

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

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

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

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

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

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding

sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

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

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

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

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. If you are filing an amended Form 8038-G, check the amended return box and complete Part I and only those parts of Form 8038-G you are amending. Use the same report number (line 4) as was used for the original report. Do not amend the estimated amounts previously reported once the actual amounts are determined.

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

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for

Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-G, write "Applied for" in the space for the EIN.

Line 4. After the preprinted 3, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 334, 335, etc.).

Line 6. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue.

Line 7. If there is no name of the issue, please provide other identification of the issue.

Line 8. Enter the CUSIP (Committee of Uniform Securities Identification Procedure) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None" on line 8.

Part II—Type of Issue

Identify the type of obligations issued by checking the appropriate box(es) and entering the corresponding issue price (see **Issue price** under **Definitions** on page 1). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations if different from those of the issuer.

Line 18. Check the box on this line only if lines 11 through 17 do not apply. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check the first box on this line. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check the second box on this line.

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

Part III—Description of Obligations

Line 21

For column (b), see **Issue price** under **Definitions** on page 1.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each

bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

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

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (e.g., 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

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

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

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel.

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

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

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

Part V—Description of Refunded Bonds

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

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

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue.

Part VI—Miscellaneous

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

Line 37a. Enter the amount of this issue used to fund a loan to another governmental unit, the interest of which is tax-exempt.

Line 39. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 40. Check this box if the issuer identified a hedge on its books and records in accordance with Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5). These regulations permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

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

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

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

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

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this office. Instead, see **Where To File** on page 1.

MURPHY, HESSE, TOOMEY & LEHANE, LLP
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Kevin F. Bresnahan
Kathleen Y. Ciampoli
Brian P. Fox
Lauren C. Galvin
Carolyn J. Lyons
Samantha E. Kaplan

Please Respond to Quincy

April 19, 2011

Apple, Inc.
300 E. John Carpenter Freeway, Suite 204
Irving, TX 75062

**Re: Master Lease Purchase Agreement No. 7717948 Between Apple, Inc.
("Lessor") and Town of Natick ("Lessee") for School Computer Equipment**

Dear Sir or Madam:

We have acted as counsel to the Town of Natick (the "Lessee") with respect to the certain Master Lease Purchase Agreement No. 7717948 (the "Agreement") and the Addendum to Master Lease Purchase Agreement (MLA # 7717948), by and between Apple, Inc. (the "Lessor") and the Lessee for school computer equipment. The obligation of the Lessee under the Agreement, as amended, to make rental payments to the Lessor in the current fiscal year and any subsequent fiscal year for which funds have been budgeted and appropriated is hereinafter referred to as "the Lease obligation". This opinion is being delivered to you at the request of the Lessee.

In connection with this opinion, we have examined the Master Lease Purchase Agreement, the Addendum to Master Agreement, and such other documents as we have deemed necessary in connection with this opinion.

The documents listed above, which have been previously delivered to you, are hereinafter referred to as "Lease Documents".

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

Apple, Inc.
Irving, TX 75062
April 19, 2011
Page 2 of 4

For purposes of this opinion, the term “actual knowledge,” as such term is related to this firm, is based solely on the actual conscious knowledge of attorneys who are currently members or employees of this firm who are directly involved in the representation of the Lessee. Although we have made inquiries with respect to such matters and relied upon representations of officers and employees of the Lessee which we have no reason to question, except as otherwise stated in this opinion, we have undertaken no investigation of the records of the Lessee or any court or other body, or verification of the accuracy of any representations of the Lessee, including those contained in the Agreement, as amended, nor have we reviewed any agreements or other documents other than those specifically identified herein as having been examined in connection with rendering this opinion.

The opinions expressed herein are limited to matters governed by the internal laws of the Commonwealth of Massachusetts and the federal laws of the United States, and we express no opinion as to the law of any other jurisdiction or the usury law of any jurisdiction.

The opinions hereinafter expressed are subject to the following qualifications:

1. The validity and enforceability of the Agreement, as amended, and particular provisions thereof are subject to and may be affected by bankruptcy, insolvency, reorganization, arrangement, moratorium, avoidance, or other similar laws relating to or affecting the rights of creditors generally; and
2. The validity and enforceability of the Agreement, as amended, and particular provisions thereof are subject to, or may be affected by, limitations imposed by general principles of equity upon the specific enforceability of any of the rights, remedies, covenants or other provisions thereof and upon the availability of injunctive relief or other equitable remedies, and the application of principles of equity (regardless of whether enforcement is considered in proceedings at law or in equity) in regard to certain covenants or provisions contained in the Agreement, as amended.
3. The validity and enforceability of the Agreement, as amended, and particular provisions thereof are subject to, or may be affected by, any

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Apple, Inc.
Irving, TX 75062
April 19, 2011
Page 4 of 4

5. To the best of our knowledge there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the transactions contemplated by this Agreement, as amended, or the security interest of the Lessor or its assigns, as the case may be, in the Equipment.

The opinions expressed herein are rendered as of the date hereof or if earlier, on the date specified of any examination or investigation, and no opinion is expressed, or is to be implied as to the effect of future applicable laws, regulations and court decisions. We assume no obligation to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our attention or any change in laws which may hereafter occur.

All capitalized terms shall have the same meanings as in the Agreement, as amended.

The opinions in this letter are provided only to the Lessee and Lessor and, without our firm's prior written consent, these opinions may not be relied on by, nor may copies be delivered to, any person other than Apple, Inc., as Lessor (and its successors and assigns), and counsel rendering an opinion to Lessor on the tax-exempt status of the interest components of rental payments, and the Town of Natick, the Lessee (and its successors and assigns).

Murphy, Hesse, Toomey & Lehane, LLP

MURPHY, HESSE, TOOMEY & LEHANE, LLP

JPF\dc

cc: Peter Sanchioni, Ph.D.
Superintendent of Schools
Natick Public Schools
William J. Hurley
Director of Fiscal and Management Services
Natick Public Schools
Dennis Roche, CISA, Director of Technology
Natick Public Schools

604367v1



Apple Inc.

Statement of Work

Deliver To

Dennis Roche
Delivery Contact
Natick PS
Organization
15 West Street
Address 1

Address 2
Natick MA 01760
City State Zip
(508) 647-6628
Phone
administrator@natick.k12.ma.us
Email Address

Agreement Information

0516114614303
Agreement Number
711-2031
PO Number

Apple Contact

Northeast Rich Faille
Area ASM
Alex Siems
Apple Contact
512-674-8065
Phone
asiems@apple.com
Email Address

Summary of Services (see attached Summary of Service)

Apple Professional Services will provide Natick PS with the description on the attached summary.
Please see page (4) for details.

Please sign and fax this Form to 305-489-7864 or email to eduservices@apple.com

Authorization

Customer and Apple Inc. ("Apple"), by the signature of their authorized representative below, agree to the provision of Services described herein in accordance with the terms and conditions set forth on page 2 of this Agreement.

Dennis E. Roche
Customer Signature
Date: 5/24/11
Dennis E. Roche Technology Director
Customer Name & Title (print)

Apple Signature _____ Date _____

Apple Name & Title (print) _____

05/16/2011	05/17/2012	Fixed Fee	
Estimated Start Date	Estimated End Date	Engagement Type	
D2344LL/BCustomSvcsPrepaid	550	\$33.28	\$18304.00
Part Number	Qty (Units/Days)	Rate	Total Line 1
Part Number	Qty (Units/Days)	Rate	Total Line 2
Part Number	Qty (Units/Days)	Rate	Total Line 3
Estimated Expenses			
Total Estimated Charges			\$18304.00

Terms and Conditions

1 Payment. Customer agrees to pay for Services, as described herein, on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to prepay for Services unless previously approved and indicated by the specific part number on the Purchase Order. Charges for fraction of hours shall be rounded to the nearest whole number. Provided Customer is eligible for Apple's credit terms, charges for Services will be invoiced after the Services are performed on a monthly basis unless otherwise specified. Customer shall make payment for Services and reasonable travel and living expenses incurred by Apple within 30 days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

2 Services. Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services to be provided. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives.

3 Property Rights. Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

4 Warranty. Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5 Liability. TO THE EXTENT PERMITTED BY LAW, APPLE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF APPLE HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER ALL THEORIES OF LAW. SUCH REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

6 Confidentiality. To the extent permitted by law, both parties agree to preserve the confidentiality of data and information relating to the other's business, including data and information belonging to third parties, that is either in writing marked as confidential or, if disclosed orally, communicated as confidential at time of disclosure and confirmed as confidential in writing within thirty (30) days of disclosure ("Confidential Information"). Neither party will have any obligation to maintain the confidentiality of any data or information which (a) was in the receiving party's lawful possession prior to the submission thereof by the owning party (b) is lawfully obtained by the receiving party from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, or (d) is independently developed by either party. Both parties will keep all Confidential Information in confidence and will not disclose any item of Confidential Information to any person other than employees, agents, or contractors who need to know the same in the performance of their duties to the parties. The receiving party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but in any event with at least a reasonable degree of care. Apple is not precluded from developing and marketing products, which provide the same or similar functionality as the Services, provided that such products do not use Customer's Confidential Information or incorporate work originally created by or owned by Customer. Neither party may export the other's Confidential Information without the other party's written consent. The obligations created under this Section shall survive termination of this Agreement for a period of five (5) years.

7 Term. This Agreement shall terminate on the End Date. If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 10, 11 and 12 shall survive termination.

DR

Customer Initials

8 Non-Solicitation. During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee or contractor of the other party directly involved in the Services, or induce such employee or contractor of Apple to breach any employment agreement or services contract with the Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9 Publicity. In connection with Apple's promotion of its professional services, including but not limited to, the listing on its web site of customers who have utilized such services, Customer grants to Apple a worldwide non-exclusive royalty free license to publicly use Customer's name and trademark(s). Apple agrees to make reasonable efforts to adhere to any trademark guidelines that Customer may wish Apple to adopt, as delivered in writing to Apple from time to time.

10 Third Party Software Waiver and Authorization. Should Customer provide Apple with any third party software, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's computer equipment then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on each piece of computer equipment requested by Customer; (iii) Customer shall be responsible for any Apple loss or liability due to a breach of the warranty in (ii) above; (iv) notwithstanding (ii) above, Customer specifically warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer agrees that Apple shall not be deemed to have accepted any Software terms on its own behalf as a consequence of installing the Software for Customer; and (vii) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the Apple installed Software.

11 Cancellation Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at providers@apple.com. Apple is not responsible for errors in the delivery of cancellation or reschedule notices. When notice is received at least fifteen calendar days (15) days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or reschedule allowances for Service changes made within fourteen (14) days of the estimated start date of Services. Apple reserves the right to cancel or reschedule Services dates at any time, or replace personnel who may be assigned to deliver the Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12 Miscellaneous. To the extent permitted by law the laws of the state of California shall govern this Agreement. Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision. This Agreement constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals, both written and oral, and all other written and oral communications between the parties. No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Apple may use subcontractors to perform any Services hereunder. Any quote for Services will be valid for 30 days, unless otherwise specified.

DR.

Customer Initials



Summary of Services

T5668 - Natick Public Schools: Macbook imaging and Deployment Services

Purpose: The purpose of this Statement of Work (SOW) is to delineate the installation and integration work to be performed for the Natick Public Schools, and to identify the pricing associated with this work. Additionally, this SOW identifies the assumptions under which the pricing was formulated.

Statement of Work

Apple professional Services (APS) will perform the following general tasks as indicated on the equipment listed in this proposal. Specific installation and integration tasks for equipment at specified locations are delineated below.

Scope of Work Storage, Imaging and Shipment

QTY Product Description

550 MacBooks

Move Macbooks from Providers storage location to a single school designated location.
Tag and create inventory log of all CPU's using the Natick School's numbered labeling system (tags provided by Natick Public Schools).
Correspond the tag to CPU serial number
Verify OS is functional (If computer is DOA or has other problems, this will be noted and the information given to the designated contact person for the project).
Image MacBooks with approved Natick Public School's image.
Deliver all MacBooks unboxed.
All Power adapters and media to be delivered in separate box.

Assumptions

The Natick Public Schools must provide a project manager or main point of contact to coordinate our installation.
APS/Designees must have free and clear access to all rooms, corridors and/or elevators for the installation.
This installation is priced that all work will be completed on a continuous basis. Delays caused by others, may result in additional charges.
Pricing is also based on setting up and visiting each device once. Return trips to any devices for issues not pertaining to APS/Designees will result in additional charges.

Work not to be done by APS:

Migration of data

DR

Customer Initials

Natick Public Schools
Technology Department
Natick High School
15 West Street
Natick, MA 01760

FAX COVER PAGE

To: Bob DeBrase + Rochelle Bryant

Company: GE Capital

Fax Number: 508-565-9988 / 800-277-5358

Date: 5/24/11 Number of Pages to Follow: 15

From: Dennis Roche Title: Technology Director

Message

Bob + Rochelle,
I'm sending you both copies of the certificate
of acceptance.

Thanks
Dennis Roche

AFS Education Finance
CERTIFICATE OF ACCEPTANCE

AGREEMENT # 7717948-001

LESSEE: Town of Natick, Massachusetts 13 East Central Street Natick, MA 01760	LESSOR: Apple, Inc. 300 E. John Carpenter Fwy #204 Irving, TX. 75062
--	---

<u>QUANTITY</u>	<u>EQUIPMENT MODEL & DESCRIPTION</u>	<u>SERIAL NUMBER</u>
<i>See attached invoices</i>		

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE, INC. 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 REMITTING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS

LESSEE: Town of Natick, Massachusetts

BY: *[Signature]*

TITLE: Technology Director

DATE: 5/24/11



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 1 Customer Number 75650 Reference Number 9871180785
Reference Date 04/22/11 Amount Due 49,999.00 Amount Remitted

Please Detach At Perforation When Remitting Payments

APPLE1

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
NATICK HIGH SCHOOL
TECH DEPT/DENNIS ROCHE
15 WEST ST
NATICK MA 01760-4629
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
75650	711-2031	7173772077	9871180785	04/22/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
LEASE#7717948-001						
004	BG388LL/A	AELP MSWC ED INST-2000 LIC RN	1		49,999.00	49,999.00
005	D5145Z/A	MACSWCOLL EDINST LIC-2000 LIC	1	1		
006	MC636ZM/A	MAC SOFTWARE COLLECTION MEDIA	1	1		

Web Order Number: LEASE

Questions? Call (800) 800-2275 Mon-Fri 7:30 am - 6:00 pm CT

Contact	Entry Date	Ship Date	Routing	Waybill Number
KN	04/21/11	04/22/11	UPSH	IN

Subtotal	49,999.00
Tax	0.00
Shipping Charges	
TOTAL	USD 49,999.00

After Remitting Payment Retain This Portion Of Invoice For Your Records
Please See Reverse Side For Terms And Conditions Pertaining To This Order
Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 1 Customer Number 75650 Reference Number 9871389273
Reference Date 04/22/11 Amount Due 8,085.00 Amount Remitted

Please Detach At Perforation When Remitting Payments

APPLE1

Sold To: GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To: NATICK HIGH SCHOOL
TECH DEPT/DENNIS ROCHE
15 WEST ST
NATICK MA 01760-4629
USA

Customer Number 5650 Customer P.O. Number 711-2031 Sales Order Number 7173772077 Reference Number 9871389273 Ref. Date 04/22/11 Terms Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
LEASE#7717948-001						
01	D5159Z/A	MACSWCOLL EDINST LIC MO LATE-	5	5	1,250.00	6,250.00
02	D5158Z/A	MACSWCOLL EDINST LIC MO LATE-	5	5	292.00	1,460.00
03	D5157Z/A	MACSWCOLL EDINST LIC MO LATE-	5	5	75.00	375.00

Web Order Number: LEASE

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CST

Contact KN Entry Date 04/21/11 Ship Date Best Way Routing IN Waybill Number

Subtotal 8,085.00
Tax 7.98
Shipping Charges
TOTAL USD 8,092.98

After Remitting Payment Retain This Portion Of Invoice For Your Records

Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Shipped From:

F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:



DUPLICATE
CREDIT MEMO

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page	Customer Number	Reference Number
1	75650	9524106702
Reference Date	Amount Due	Amount Remitted
04/26/11	14,616.98-	

————— Please Detach At Perforation When Remitting Payments —————

APPLE1
Sold To: E001
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
NATICK HIGH SCHOOL
TECH DEPT/DENNIS ROCHF
15 WEST ST
NATICK MA 01760-4629
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms	
75650	711-2031	7528388340	9524106702	04/26/11	Net 30 Days	
Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
005	D5145Z/A	MACSWCOLL EDINST LIC-2000 LIC	0	1	14,616.98-	14,616.98-

Web Order Number: LEASE

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact	Entry Date	Ship Date	Routing	Waybill Number
KN	04/26/11		UPSH	IN

Subtotal	14,616.98
Tax	0.00
Shipping Charges	
TOTAL USD	14,616.98-

After Remitting Payment Retain This
Portion Of Invoice For Your Records

Please See Reverse Side For Terms And
Conditions Pertaining To This Order

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 1 Customer Number 75650 Reference Number 9872688877
Reference Date 05/04/11 Amount Due 616,928.00 Amount Remitted

Please Detach At Perforation When Remitting Payments

APPLE1
Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number 75650 Customer P.O. Number 711-2031 Sales Order Number 7173618017 Reference Number 9872688877 Ref. Date 05/04/11 Terms Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
LEASE#7717948-001						
001	TX919LL/A	LACIE STARCK+ MOBILE 500GB US	550	550	86.50	47,575.00
002	MB572Z/A	MINI DISPLAYPORT TO VGA ADAPT	90	90	25.10	2,259.00
003	D2344LL/B	APS CUSTOM SETUP SVCS-USA	550	550	33.28	18,304.00
011	S3055LL/A	3-YR APA MB/MB AIR/13" MB PRO	550	550	59.71	32,840.50

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date 04/20/11 Ship Date FEDEX FREI IN Routing Waybill Number

After Remitting Payment Retain This Portion Of Invoice For Your Records
Please See Reverse Side For Terms And Conditions Pertaining To This Order
Apple Inc.

Shipped From:
Special Instructions:

Subtotal
Tax
Shipping Charges
TOTAL USD 616,928.00



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page Customer Number Reference Number
2 75650 9872688877
Reference Date Amount Due Amount Remitted
05/04/11 616,928.00

Please Detach At Perforation When Remitting Payments

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
75650	711-2031	7173618017	9872688877	05/04/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
012	Z0JQ	MB 13.3/2.4-CTO	550	550	938.09	515,949.50
		SerialNo.: (45117281F5X, 45117282F5X, 45117283F5X, 45117284F5X, 45117285F5X, 45117286F5X, 45117287F5X, 45117288F5X, 45117289F5X, 4511728AF5X, 4511728BF5X, 4511728CF5X, 4511728KF5X, 4511728LF5X, 4511728MF5X, 4511728NF5X, 4511728PF5X, 4511728QF5X, 4511728RF5X, 4511728SF5X, 4511728TF5X, 4511728UF5X, 4511728VF5X, 4511728WF5X, 4511728XF5X, 4511728YF5X, 4511728ZF5X, 45117290F5X, 45117291F5X, 45117292F5X, 45117293F5X, 45117294F5X, 45117295F5X, 45117296F5X, 45117297F5X, 45117298F5X, 45117299F5X, 4511729AF5X, 4511729BF5X, 4511729JF5X, 4511729KF5X, 4511729LF5X, 4511729MF5X, 4511729NF5X, 4511729PF5X, 4511729QF5X, 4511729RF5X, 4511729SF5X, 4511729TF5X, 4511729UF5X, 4511729VF5X, 4511729WF5X, 4511729XF5X, 4511729YF5X, 4511729ZF5X, 451172A0F5X, 451172A1F5X, 451172A2F5X, 451172A3F5X, 451172A4F5X, 451172A5F5X, 451172A6F5X, 451172A7F5X, 451172A8F5X, 451172A9F5X, 451172AAF5X, 451172AJF5X, 451172AKF5X, 451172ALF5X, 451172AMF5X, 451172ANF5X, 451172APF5X, 451172AQF5X, 451172ARF5X, 451172ASF5X, 451172ATF5X, 451172AUF5X,				

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date Ship Date Routing Waybill Number

04/20/11

FEDEX FREI IN

Shipped From:

Special Instructions:

After Remitting Payment Retain This
Portion Of Invoice For Your Records

Please See Reverse Side For Terms And
Conditions Pertaining To This Order

Apple Inc.

Subtotal

Tax

Shipping
Charges

TOTAL
USD

616,928.00



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 3 Customer Number 75650 Reference Number 9872688877
Reference Date 05/04/11 Amount Due 616,928.00 Amount Remitted

Please Detach At Perforation When Remitting Payments

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number 75650 Customer P.O. Number 711-2031 Sales Order Number 7173618017 Reference Number 9872688877 Ref. Date 05/04/11 Terms Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
	451172AVF5X,	451172AWF5X,	451172AXF5X,			
	451172AYF5X,	451172AZF5X,	451172B0F5X,			
	451172B1F5X,	451172B2F5X,	451172B3F5X,			
	451172B4F5X,	451172B5F5X,	451172B6F5X,			
	451172B7F5X,	451172B8F5X,	451172B9F5X,			
	451172BHF5X,	451172BJF5X,	451172BKF5X,			
	451172BLF5X,	451172BMF5X,	451172BNF5X,			
	451172BPF5X,	451172BQF5X,	451172BRF5X,			
	451172BSF5X,	451172BTF5X,	451172BUF5X,			
	451172BVF5X,	451172BWF5X,	451172BXF5X,			
	451172BYF5X,	451172BZF5X,	451172C0F5X,			
	451172C1F5X,	451172C2F5X,	451172C3F5X,			
	451172C4F5X,	451172C5F5X,	451172C6F5X,			
	451172C7F5X,	451172C8F5X,	451172CGF5X,			
	451172CHF5X,	451172CJF5X,	451172CKF5X,			
	451172CLF5X,	451172CMF5X,	451172CNF5X,			
	451172CPF5X,	451172CQF5X,	451172CRF5X,			
	451172CSF5X,	451172CTF5X,	451172CUF5X,			
	451172CVF5X,	451172CWF5X,	451172CXF5X,			
	451172CYF5X,	451172CZF5X,	451172D0F5X,			
	451172D1F5X,	451172D2F5X,	451172D3F5X,			
	451172D4F5X,	451172D5F5X,	451172D6F5X,			
	451172D7F5X,	451172DF5X,	451172DGF5X,			
	451172DHF5X,	451172DJF5X,	451172DKF5X,			
	451172DLF5X,	451172DMF5X,	451172DNF5X,			
	451172DPF5X,	451172DQF5X,	451172DRF5X,			
	451172DSF5X,	451172DTF5X,	451172DUF5X,			

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date 04/20/11 Ship Date Routing FEDEX FREI IN Waybill Number

Subtotal
Tax
Shipping Charges
TOTAL USD 616,928.00

After Remitting Payment Retain This Portion Of Invoice For Your Records

Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Shipped From:

Special Instructions:



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page Customer Number Reference Number
4 75650 9872688877
Reference Date Amount Due Amount Remitted
05/04/11 616,928.00

Please Detach At Perforation When Remitting Payments

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number Customer P.O. Number Sales Order Number Reference Number Ref. Date Terms
75650 711-2031 7173618017 9872688877 05/04/11 Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
	451172DVF5X,	451172DWF5X,	451172DXF5X,			
	451172DYF5X,	451172DZF5X,	451172E0F5X,			
	451172E1F5X,	451172E2F5X,	451172E3F5X,			
	451172E4F5X,	451172E5F5X,	451172E6F5X,			
	451172EEF5X,	451172EFF5X,	451172EGF5X,			
	451172EHF5X,	451172EJF5X,	451172EKF5X,			
	451172ELF5X,	451172EMF5X,	451172ENF5X,			
	451172EPF5X,	451172EQF5X,	451172ERF5X,			
	451172ESF5X,	451172ETF5X,	451172EUF5X,			
	451172EVF5X,	451172EWF5X,	451172EXF5X,			
	451172EYF5X,	451172EZF5X,	451172F0F5X,			
	451172F1F5X,	451172F2F5X,	451172F3F5X,			
	451172F4F5X,	451172F5F5X,	451172FDF5X,			
	451172FEF5X,	451172FFF5X,	451172FGF5X,			
	451172FHF5X,	451172FJF5X,	451172FKF5X,			
	451172FLF5X,	451172FMF5X,	451172FNF5X,			
	451172FPF5X,	451172FQF5X,	451172FRF5X,			
	451172FSP5X,	451172FTF5X,	451172FUF5X,			
	451172FVF5X,	451172FWF5X,	451172FXF5X,			
	451172FYF5X,	451172FZF5X,	451172G0F5X,			
	451172G1F5X,	451172G2F5X,	451172G3F5X,			
	451172G4F5X,	451172GCF5X,	451172GDF5X,			
	451172GEF5X,	451172GFF5X,	451172GGF5X,			
	451172GHF5X,	451172GJF5X,	451172GKF5X,			
	451172GLF5X,	451172GMF5X,	451172GNF5X,			
	451172GPF5X,	451172GQF5X,	451172GRF5X,			
	451172GSF5X,	451172GTF5X,	451172GUF5X,			

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date Ship Date Routing Waybill Number

04/20/11

FEDEX FREI IN

Shipped From:

Special Instructions:

After Remitting Payment Retain This
Portion Of Invoice For Your Records

Please See Reverse Side For Terms And
Conditions Pertaining To This Order

Apple Inc.

Subtotal

Tax

Shipping
Charges

TOTAL

USD

616,928.00



DUPLICATE INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page Customer Number Reference Number
5 75650 9872688877
Reference Date Amount Due Amount Remitted
05/04/11 616,928.00

----- Please Detach At Perforation When Remitting Payments -----

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number Customer P.O. Number Sales Order Number Reference Number Ref. Date Terms
5650 711-2031 7173618017 9872688877 05/04/11 Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
	451172GVF5X,	451172GWF5X,	451172GXF5X,			
	451172GYF5X,	451172GZF5X,	451172H0F5X,			
	451172H1F5X,	451172H2F5X,	451172H3F5X,			
	451172HBF5X,	451172HCF5X,	451172HDF5X,			
	451172HEF5X,	451172HFF5X,	451172HGF5X,			
	451172HHF5X,	451172HJF5X,	451172HKF5X,			
	451172HLF5X,	451172HMF5X,	451172HNF5X,			
	451172HPF5X,	451172HQF5X,	451172HRF5X,			
	451172HSF5X,	451172HTF5X,	451172HUF5X,			
	451172HVF5X,	451172HWF5X,	451172HXF5X,			
	451172HYF5X,	451172HZF5X,	451172J0F5X,			
	451172J1F5X,	451172J9F5X,	451172JAF5X,			
	451172JBF5X,	451172JCF5X,	451172JDF5X,			
	451172JEF5X,	451172JFF5X,	451172JGF5X,			
	451172JHF5X,	451172JJF5X,	451172JKF5X,			
	451172JLF5X,	451172JMF5X,	451172JNF5X,			
	451172JPF5X,	451172JQF5X,	451172JRF5X,			
	451172JSF5X,	451172JTF5X,	451172JUF5X,			
	451172JVF5X,	451172JWF5X,	451172JXF5X,			
	451172JYF5X,	451172JZF5X,	451172K0F5X,			
	451172K8F5X,	451172K9F5X,	451172KAF5X,			
	451172KBF5X,	451172KCF5X,	451172KDF5X,			
	451172KEF5X,	451172KFF5X,	451172KGF5X,			
	451172KHF5X,	451172KJF5X,	451172KKF5X,			
	451172KLF5X,	451172KMF5X,	451172KNF5X,			
	451172KPF5X,	451172KQF5X,	451172KRF5X,			
	451172KSF5X,	451172KTF5X,	451172KUF5X,			

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date Ship Date Routing Waybill Number

04/20/11

FEDEX FREI IN

Shipped From:

Special Instructions:

After Remitting Payment Retain This Portion Of Invoice For Your Records
Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Subtotal

Tax

Shipping Charges

TOTAL

USD

616,928.00



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 6 Customer Number 75650 Reference Number 9872688877
Reference Date 05/04/11 Amount Due 616,928.00
Amount Remitted

Please Detach At Perforation When Remitting Payments

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
75650	711-2031	7173618017	9872688877	05/04/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
	451172KVF5X,	451172KWF5X,	451172KXF5X,			
	451172KYF5X,	451172KZF5X,	451172L7F5X,			
	451172L8F5X,	451172L9F5X,	451172LAF5X,			
	451172LBF5X,	451172LCF5X,	451172LDF5X,			
	451172LEF5X,	451172LFF5X,	451172LGF5X,			
	451172LHF5X,	451172LJF5X,	451172LKF5X,			
	451172LLF5X,	451172LMF5X,	451172LNF5X,			
	451172LPF5X,	451172LQF5X,	451172LRF5X,			
	451172LSF5X,	451172LTF5X,	451172LUF5X,			
	451172LVF5X,	451172LWF5X,	451172LXF5X,			
	451172LYF5X,	451172LZF5X,	451172M6F5X,			
	451172M7F5X,	451172M8F5X,	451172M9F5X,			
	451172MAF5X,	451172MBF5X,	451172MCF5X,			
	451172MDF5X,	451172MEF5X,	451172MFF5X,			
	451172MGF5X,	451172MHF5X,	451172MJF5X,			
	451172MKF5X,	451172MLF5X,	451172MMF5X,			
	451172MNF5X,	451172MPF5X,	451172MQF5X,			
	451172MRF5X,	451172MSF5X,	451172MTF5X,			
	451172MUF5X,	451172MVF5X,	451172MWF5X,			
	451172MXF5X,	451172MYF5X,	451172MZF5X,			
	451172N5F5X,	451172N6F5X,	451172N7F5X,			
	451172N8F5X,	451172N9F5X,	451172NAF5X,			
	451172NBF5X,	451172NCF5X,	451172NDF5X,			
	451172NEF5X,	451172NFF5X,	451172NGF5X,			
	451172NHF5X,	451172NJF5X,	451172NKF5X,			
	451172NLF5X,	451172NMF5X,	451172NNF5X,			
	451172NPF5X,	451172NQF5X,	451172NRF5X,			

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CST

Contact Entry Date Ship Date Routing Waybill Number

04/20/11

FEDEX FREI IN

Shipped From:

Special Instructions:

After Remitting Payment Retain This Portion Of Invoice For Your Records

Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Subtotal

Tax

Shipping Charges

TOTAL

USD

616,928.00



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page Customer Number Reference Number
7 75650 9872688877
Reference Date Amount Due Amount Remitted
05/04/11 616,928.00

Please Detach At Perforation When Remitting Payments

Sold To: E001
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number Customer P.O. Number Sales Order Number Reference Number Ref. Date Terms
75650 711-2031 7173618017 9872688877 05/04/11 Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
	451172NSF5X,	451172NTF5X,	451172NUF5X,			
	451172NVF5X,	451172NWF5X,	451172NXF5X,			
	451172NYF5X,	451172NZF5X,	451172P3F5X,			
	451172P4F5X,	451172P5F5X,	451172P6F5X,			
	451172P7F5X,	451172P8F5X,	451172P9F5X,			
	451172PAF5X,	451172PBF5X,	451172PCF5X,			
	451172PDF5X,	451172PEF5X,	451172PFF5X,			
	451172PGF5X,	451172PHF5X,	451172PJF5X,			
	451172PKF5X,	451172PLF5X,	451172PMF5X,			
	451172PNF5X,	451172PPF5X,	451172PQF5X,			
	451172PRF5X,	451172PSF5X,	451172PTF5X,			
	451172PUF5X,	451172PVF5X,	451172PWF5X,			
	451172PXF5X,	451172PYF5X,	451172PZF5X,			
	451172Q2F5X,	451172Q3F5X,	451172Q4F5X,			
	451172Q5F5X,	451172Q6F5X,	451172Q7F5X,			
	451172Q8F5X,	451172Q9F5X,	451172QAF5X,			
	451172QBF5X,	451172QCF5X,	451172QDF5X,			
	451172QEF5X,	451172QFF5X,	451172QGF5X,			
	451172QHF5X,	451172QJF5X,	451172QKF5X,			
	451172QLF5X,	451172QMF5X,	451172QNF5X,			
	451172QPF5X,	451172QQF5X,	451172QRF5X,			
	451172QSF5X,	451172QTF5X,	451172QUF5X,			
	451172QVF5X,	451172QWF5X,	451172QXF5X,			
	451172QYF5X,	451172QZF5X,	451172R1F5X,			
	451172R2F5X,	451172R3F5X,	451172R4F5X,			
	451172R5F5X,	451172R6F5X,	451172R7F5X,			
	451172R8F5X,	451172R9F5X,	451172RAF5X,			

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date Ship Date Routing Waybill Number

04/20/11 FEDEX FREI IN

Shipped From:

Special Instructions:

After Remitting Payment Retain This Portion Of Invoice For Your Records

Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Subtotal
Tax
Shipping Charges
TOTAL USD 616,928.00



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 8 Customer Number 75650 Reference Number 9872688877
Reference Date 05/04/11 Amount Due 616,928.00
Amount Remitted

Please Detach At Perforation When Remitting Payments

Sold To: EDD1
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752-3097
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
75650	711-2031	7173618017	9872688877	05/04/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
	451172RBF5X,	451172RCF5X,	451172RDF5X,			
	451172REF5X,	451172RFF5X,	451172RGF5X,			
	451172RHF5X,	451172RJF5X,	451172RKF5X,			
	451172RLF5X,	451172RMF5X,	451172RNF5X,			
	451172RPF5X,	451172RQF5X,	451172RRF5X,			
	451172RSF5X,	451172RTF5X,	451172RUF5X,			
	451172RVF5X,	451172RWF5X,	451172RXF5X,			
	451172RYF5X,	451172RZF5X,	451172S0F5X,			
	451172S1F5X,	451172S2F5X,	451172S3F5X,			
	451172S4F5X,	451172S5F5X,	451172S6F5X,			
	451172S7F5X,	451172S8F5X,	451172S9F5X,			
	451172SAF5X,	451172SBF5X,	451172SCF5X,			
	451172SDF5X,	451172SEF5X,	451172SFF5X,			
	451172SGF5X,	451172SHF5X,	451172SJF5X,			
	451172SKF5X,	451172SLF5X,	451172SMF5X,			
	451172SNF5X,	451172SPF5X,	451172SQF5X,			
	451172SRF5X,	451172SSF5X,	451172STF5X,			
	451172SUF5X,	451172SVF5X,	451172SWF5X,			
	451172SXF5X,	451172SYF5X,	451172SZF5X,			
	451172T0F5X,	451172T1F5X,	451172T2F5X,			
	451172T3F5X,	451172T4F5X,	451172T5F5X,			
	451172T6F5X,	451172T7F5X,	451172T8F5X,			
	451172T9F5X,	451172TAF5X)				

The unit above contains the following options:

Processor 065-9635 2.4GHz Intel Core 2 Duo

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact Entry Date Ship Date Routing Waybill Number

04/20/11

FEDEX FRE1 IN

Shipped From:

Special Instructions:

After Remitting Payment Retain This Portion Of Invoice For Your Records

Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Subtotal

Tax

Shipping Charges

TOTAL USD

616,928.00



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page Customer Number Reference Number
9 75650 9872688877
Reference Date Amount Due Amount Remitted
05/04/11 616,928.00

Please Detach At Perforation When Remitting Payments

Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
FLEXIBLE SYSTEMS
NATICK PUBLIC SCHOOL
50 D'ANGELO DRIVE
MARLBOROUGH MA 01752 3097
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
5650	711-2031	7173618017	9872688877	05/04/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		Memory	065-9637	4GB	1066MHz DDR3 SDRAM - 2x2GB	
		Hard Drive	065-9639	320GB	Serial ATA Drive	
		Optical Drive	065-9641	SD8x	DVD+/-R DL/DVD+/-RW/CD-RW	
		Apple Software - iWork	065-7672	None		
		Apple Software - Final Cut Exp	065-7674	None		
		Apple Software - Aperture	065-7673	None		
		Apple Software - Logic Express	065-7675	None		
		Apple Software - Filemaker	065-8307	None		
		Apple Software - MS OFFICE	065-8198	None		
		Additional Hardware Options	1065-9668	None		
		Additional Hardware Options	2065-9669	None		
		Apple Keyboard & User's Guide	065-9671	KYBD/User's Guide		
		Country Kit/AEX	065-9673	Country Kit		

Web Order Number: LEASE

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact	Entry Date	Ship Date	Routing	Waybill Number
KN	04/20/11	05/04/11	FEDEX FREI IN	

Subtotal	616,928.00
Tax	0.00
Shipping Charges	
TOTAL	616,928.00
USD	

After Remitting Payment Retain This Portion Of Invoice For Your Records

Please See Reverse Side For Terms And Conditions Pertaining To This Order

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 1 Customer Number 75650 Reference Number 9871197000
Reference Date 04/22/11 Amount Due 26,480.56 Amount Remitted

Please Detach At Perforation When Remitting Payments

APPLE1
Sold To: GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
WILSON MIDDLE SCHOOL
ANNA NOLIN
22 RUTLEDGE ROAD
NATICK MA 01760-1729
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
75650	711-2031	7173653902	9871197000	04/22/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
001	TX323LL/A	BRETFORD MOBILITY CART FOR 30	17	17	1,557.68	26,480.56

LEASE#7717948-001

Web Order Number: LEASE

Questions? Call (800) 800-2775 Mon-Fri 7:30 am - 6:30 pm CT

Contact	Entry Date	Ship Date	Routing	Waybill Number
KN	04/20/11	04/22/11	FEDEX FREI IN	

Subtotal	26,480.56
Tax	0.00
Shipping Charges	
TOTAL USD	26,480.56

After Remitting Payment Retain This Portion Of Invoice For Your Records
Please See Reverse Side For Terms And Conditions Pertaining To This Order
Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758
Special Instructions:



DUPLICATE
INVOICE

Please Apple Inc.
Remit To: P.O. Box 846095
DALLAS, TX 75284-6095

Page 1 Customer Number 75650 Reference Number 9871320093
Reference Date 04/22/11 Amount Due 7,788.40 Amount Remitted

Please Detach At Perforation When Remitting Payments

APPLE1
Sold To: ED01
GE CAPITAL
ATTN IT CONTRACTS
300 E JOHN CARPENTER FWY 209
IRVING TX 75062-2727
USA

Ship To:
KENNEDY MIDDLE SCHOOL
ROE VICKERY
165 MILL STREET
NATICK MA 01760-3260
USA

Customer Number	Customer P.O. Number	Sales Order Number	Reference Number	Ref. Date	Terms
75650	711-2031	7173623305	9871320093	04/22/11	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		LEASE#7717948-001				
001	TX323LL/A	BRETFORD MOBILITY CART FOR 30	5	5	1,557.68	7,788.40

Web Order Number: LEASE

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Contact	Entry Date	Ship Date	Routing	Waybill Number
KN	04/20/11	04/22/11	FEDEX FREI IN	

Subtotal	7,788.40
Tax	0.00
Shipping Charges	
TOTAL	7,788.40
USD	

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Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

**MS One to One
Laptop Order
As of 3/24/2011**

All estimates for employee equipment are based on existing inventory information. Student estimates are based on student enrollment within IPass.

Middle School

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Requirements & Assumptions:

Students - Estimated Enrollment for 8th graders in August 2011 (400 laptops)
Teachers & Staff - Estimated 8th Grade Teachers, Specialists and SSFs (90 laptops)
Spare Equipment - 1 Cart with 30 laptops per school (60 laptops & 2 carts)
Charging & Storage - 22 Charging carts to support 400 student laptops (Wilson 17)
(Kennedy 5)
Software - Includes district wide licenses for Apple OS, Ilife and Iwork (Apple requires us to license all hardware capable of running this software district wide. The cost for this was placed with the Middle School 8th grade 1 to 1 order as the funding source was from the school department's operating budget.

Pending:

Researching bag options and will order at future date from operating budget.

Middle School

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Quantity	Item Description	Unit Price	Total Cost
550	MacBook Laptop (Z0JQ) 13-inch, 2.4GHz Intel Core 2 Duo - White, 2.4GHz Intel Core 2 Duo, 320GB Serial ATA Drive @ 5400 rpm, 4GB 1066MHz DDR3 SDRAM - 2x2GB, SuperDrive 8x (DVD±R DL/DVD ±RW/CD-RW)	964.76	530,618.00
550	Apple Care for 3 Years Warranty Coverage of manufacturer defects and battery	61.41	\$33,775.50
1300	Apple's Software License Bundle (Operating System - Snow Leopard, iLife Suite, iWork Suite) - Needed for district wide use	29.35	38,156.08
Full Bundled Cost		1,055.52	
550	External 500GB Drive to backup laptop data	89.96	48,925.53
90	VGA Adapters for teachers to hookup laptop to classroom projector	25.81	2,322.90
550	Integration Services - 3rd Party Vendor to install our software image on all laptops	34.23	18,826.17
22	Mobile Charging Carts for use at Middle Schools for secure storage and charging (Wilson 17, Kennedy 5)	1601.96	35,243.02
3	Power Adapters for Charging Carts (5 Packs)	250	750
27	Power Adapters for Charging Carts (25 Packs)	1000	27,000
1	Delivery Charge		6.95
Total Order			\$735,624.15
Annual Lease Amount	3 Years (Lease to Own)		\$254,138.15

Natick Public Schools

15 West Street
Natick, Massachusetts 01760
FAX (508) 647-6636

Building the Future, One Child at a Time



Dennis Roche
Director of Technology
(508) 647-6628

4/15/11

SHIPPING WAIVER

Purchase Order Number: 711-2031
Purchase Order Total: \$254,138.15

Dear Apple,

Please accept this request to ship the above purchase order to the following entity:

Name: Flexible Systems Attn: Natick Public Schools
Address: 50 D' Angelo Drive
City, State, ZIP: Marlborough MA 01752

By requesting this drop shipment, I understand and agree to the following:

1. Title and risk of loss to the equipment pass to us once it leaves Apple's shipping location. Also, Flexible Systems is acting as an agent for the school when they accept delivery of and warehouse the equipment for the school.
2. Payment for the equipment to Apple is pursuant to the terms contained in our current purchase agreement with Apple.
3. All other terms and conditions are pursuant to the terms contained in our current purchase agreement with Apple.

I have obtained Flexible System's permission to ship the order to him/her.

Sincerely,

Dennis Roche
Director of Technology
508-647-6628
Natick Public Schools
15 West Street
Natick, MA 01760