

ELIGIBLE ENTITY - FAVOR EMAIL THIS FORM TO APPROVED IT LEASE CONTRACTOR REQUESTING LEASE QUOTE THE SELECTED IT HARDWARE QUOTE SHOULD ACCOMPANY THIS FORM.

DATE: Monday, May 14, 2012

AGENCY CONTACT: Wayland Public Schools

AGENCY CONTACT TELEPHONE #: 508.358.3714

AGENCY CONTACT FAX #: 508.358.3714

AGENCY CONTACT MAILING ADDR: 41 Cochituate Road, Wayland, MA 01778

LEASE CONTRACTOR: COMPLETE THE FOLLOWING SECTIONS AND RETURN TO THE ELIGIBLE ENTITY WITHIN (5) BUSINESS DAYS

DATE: Saturday, May 14, 2011

COMPANY NAME: Hewlett-Packard Company

COMPANY CONTACT: Shannon B. Walker

COMPANY CONTACT TELEPHONE #: 908.482.9871

COMPANY CONTACT FAX #: (908) 547.2691

COMPANY CONTACT MAILING ADDR: 200 Cornell Drive, Murray Hill, NJ 07974

Item # from Hardware Quote BH302L1/A

Quantity 174

Item Cost \$ 4,286.70

Description Bundle K21E, GOOD SRV-USA

Extended Item Cost \$745,885.80

Lease Rate Factor 0.28935

Term (in months) 49

Payment Annual

Schedule - Semi-annual (in advance)

Total Payment (annually) \$ 193,445.48

Total Lease Payments (at scheduled lease end date) \$773,781.93

LEASE CONTRACTOR TO ITEMIZE ANY OTHER "SOFT COSTS" INCLUDING MAINTENANCE, PACKING, SHIPPING, ETC.

Item # from Hardware Quote S3059L1/A

Quantity 370

Item Cost \$ 127.87

Description 3 Year Apple Repair Agreement

Extended Item Cost \$111,246.90

Lease Rate Factor 0.27340

Term (in years) 49

Payment Annual

Schedule - Yearly (in advance)

Total Payment (annually) \$ 30,414.90

Total Lease Payments (at scheduled lease end date) \$121,659.61

INSTRUCTIONS REGARDING HANDLING OF EQUIPMENT RETURN AT END OF LEASE TERM:

D6156L1/A 370 \$ 48.79 Apple Professional Services

Extended Item Cost \$42,447.30

Lease Rate Factor 0.27340

Term (in years) 49

Payment Annual

Schedule - Yearly (in advance)

Total Payment (annually) \$ 11,605.09

Total Lease Payments (at scheduled lease end date) \$46,420.37

Total Cost of Lease Payments (including all "soft costs" if any):	\$	994,861.91
Total Advance Payment Made (if any):	\$	
Total Lease Payment (annual):	\$	235,465.48

DEPARTMENT ACCEPTANCE OF QUOTES AND NOTICE TO PROCEED

As of the date executed below, the Department accepts the quotes provided by the IT Hardware Equipment Contractor and Lease Contractor identified on the IT Hardware Quote Request and Lease Quotation and Acceptance forms (attached) and authorizes the IT Hardware Equipment Contractor and Lease Contractor to commence procedures to ensure that the Equipment is delivered by the "Expected Delivery Date" identified on the IT Hardware Quote Request form Part 1.

Signature:

Department's Authorized Signatory

Date:

5/21/12

Title:

School Business Administrator

DEPARTMENT ACCEPTANCE OF EQUIPMENT

As of the date indicated below, the Department certifies acceptance of the Equipment listed on the IT Hardware and Lease Quote and Acceptance forms (attached), and that the Equipment was delivered, installed and is operational in accordance with the IT Equipment Contractor responsibilities outlined under the Statewide Contract ITC02. The Department further certifies that the Equipment listed on the IT Hardware and Lease Quote and Acceptance forms to be Term Leased under the Statewide Contract ITC02. The Department efficient and economic operations of the Department, that the Department is a public body and authorized to enter into this lease, that the Department will comply with the proper outlined in the Statewide Contract ITC02 and that for the current fiscal year Lease payments under the Lease the Department has sufficient unexpended and unencumbered appropriations or other funds for the lease payments due in the current fiscal year.

Signature:

Department's Authorized Signatory

Date:

Title:

DEPARTMENT NON-ACCEPTANCE OF EQUIPMENT

As of the date indicated below, the Department DOES NOT ACCEPT the Equipment delivered by the IT Hardware Equipment Contractor listed on the IT Hardware Quote Request form (attached) for the following reason(s):

The Department DOES NOT authorize payment to the Equipment Contractor by the Leasing Contractor identified on the Lease Quotation and Acceptance form (attached).

Signature:

Department's Authorized Signatory

Date:

Title:



hp financial services

VENDOR AUTHORIZATION LETTER

**Unique Invoice Requirement
Please see Item 5a**

05/23/2012

Apple Inc.
12545 Riata Vista Circle
MS: 198-9IES
Austin, TX 78727-6524

Lease Number: G4434189300002-SS
Quotation number (if applicable): NA
Customer Purchase Order Number (as required): NA
Customer: **Wayland Public Schools District**
Distributor: NA

Email Order/Shipping confirmations to: hpfspublicsectorsalorderplacement@hp.com;

Hewlett-Packard Financial Services Company ("HPFS") has approved credit for **Wayland Public Schools District** ("Customer") in the amount of **\$899,580.00** ("Approved Amount") for the lease financing of certain equipment and/or soft costs during the period beginning on **05/23/2012** and ending on **06/30/2012** (the "Approval Period").

To arrange payment of your invoice(s), please note the instructions and conditions specified below.

Instructions:

1. Provide duplicate original invoice(s) prior to the Approval Period expiration. We will not be able to remit you payment based upon a photocopy or facsimile of the invoice(s).
2. Invoice(s) shall be billed as follows:

SOLD TO: Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn.: Simone Stanzani

SHIP TO: Wayland Public Schools

Invoice(s) must provide a detailed description of the soft costs and equipment, including quantity, manufacturer, manufacturer part number, serial number, configuration data, price per unit and extended price.

3. Any Customer Purchase Order Number and other requirements, such as cost center and user name, as specified in the Purchase Order, must be referenced on the invoice(s).
4. Do not include sales tax on the invoice(s) for equipment shipped to locations **outside of Illinois**, unless otherwise indicated. If copies of either or both of our resale certificate or tax exemption certificate are required, please advise of such at your earliest convenience.

5a. Customer does not finance Shipping and Freight charges. Any applicable charges should be billed directly to the Customer and should not be included on any invoice to HPFS.

Conditions:

1. Equipment and/or other soft costs must be shipped to and accepted by the Customer no later than the expiration of the Approval Period.
2. HPFS shall not be under any obligation to pay your invoice(s) or otherwise if any of the following occur (i) the purchase of equipment or the funding of items such as software program license fees, taxes, maintenance or other service fees, and other one-time charges (collectively "soft costs") would require HPFS to expend moneys in excess of the Approved Amount specified above, (ii) Customer (or other HPFS-approved lessee) does not execute and deliver to HPFS during the Approval Period properly completed, required lease and transaction documentation acceptable to HPFS, including, but not limited to, the Acceptance Certificate(s) necessary to establish such party's receipt and acceptance of the equipment and any soft costs (collectively, "Documents"), or (iii) HPFS becomes aware of information indicating that the proposed transaction may be affected by bribery, corruption or other criminal activity (collectively, "Unlawful Activities") and you and/or Customer are not able to reasonably demonstrate to HPFS that the transaction is unaffected by Unlawful Activities.
3. **HPFS SHALL HONOR THE PAYMENT OF YOUR INVOICES IN ACCORDANCE WITH THIS AUTHORIZATION LETTER FOR SOFT COSTS INCURRED OR PROVIDED OR EQUIPMENT SHIPPED, PRIOR TO THE DELIVERY TO YOU OF A CANCELLATION NOTICE (AS DEFINED BELOW). HPFS RESERVES THE RIGHT TO CANCEL THIS AUTHORIZATION LETTER INCLUDING THE APPROVED AMOUNT WITH RESPECT TO ALL EQUIPMENT NOT YET SHIPPED OR SOFT COSTS NOT YET INCURRED OR PROVIDED, AS OF THE DATE UPON WHICH HPFS HAS DELIVERED WRITTEN NOTICE TO YOU OF SUCH CANCELLATION ("CANCELLATION NOTICE").**
4. HPFS will use its reasonable efforts to send any approved payments within thirty (30) days of receipt of all executed Documents via U.S. mail to the remit to address on the invoice(s). Payment will be in the form of a check, unless otherwise specified.

If you should have any questions, please feel free to contact me at (908) 898- 4232.

Sincerely,

Simone Stanzani
Contract Administrator
Hewlett-Packard Financial Services Company

ASSIGNMENT AGREEMENT

This Assignment Agreement dated 05/16/2012 (the "Assignment") is made among Wayland Public Schools, a agency, department or political subdivision of Massachusetts with its principal place of business at 41 Cochituate Road, Wayland, MA 01778 ("Assignor"), APPLE COMPUTER, INC., a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, California 95014 ("Apple") and HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, a Delaware corporation with its principal place of business at 200 Connell Drive, Suite 5000, New Jersey 07922 ("Assignee")

Whereas, Apple and Assignor have executed or will have executed between them a purchase agreement for the purchase of Apple products ("Purchase Agreement"); and

Whereas, Assignor shall issue purchase orders (individually, a "Purchase Order") from time to time to Apple relating to the purchase and sale of certain Apple computer equipment, and related software, peripherals, attachments and components thereof more particularly described in the Purchase Order (collectively the "Products"); and

Whereas, Assignor desires to assign the obligation to purchase the Products to Assignee so that Assignee may lease same to Assignor; and

Whereas, Assignee has agreed to purchase the Products for the purpose of leasing such Apple Products to the Assignor pursuant to the provisions of a certain State and Local Government Master Operating Lease Agreement number 443418930000002 (the "Agreement"), the applicable Equipment Schedule or Advance Pricing Agreement and Acceptance Certificate thereto and other attendant lease documents as those terms are defined in the Agreement (collectively the "Lease Documents").

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties to this Assignment hereby agree as follows:

- 1) To the extent there is a conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of this Assignment shall prevail. Except as otherwise modified and supplemented by this Assignment, the Purchase Agreement shall remain in full force and effect. Further, no provision of this Assignment shall be deemed to amend or otherwise modify any of the terms and conditions of the Lease Documents between Assignor and Assignee.
- 2) Assignor hereby assigns and transfers to Assignee, its successors and assigns, all the right, title and interest of the Assignor in and to the assigned Products and in the Purchase Agreement as it relates only to the Product, but not any of Assignor's obligations thereunder, including any risk of loss of the Products, except for the obligation to pay the purchase price for the Products set forth in the Purchase Agreement (the "Purchase Price"). Assignee may rely on Assignor's invoice as accurate to reflect such purchase price.
- 3) Apple consents to the assignment of the obligation to purchase the Products and agrees to transfer all interest in the Products directly to the Assignee pursuant to this Assignment.
- 4) The Assignee hereby agrees to perform only Assignor's obligations related to the payment of the Purchase Price as further specified herein. Subject to Paragraph 2, Assignee hereby accepts the assignment by Assignor to purchase the Products in accordance with the terms of this Assignment and accepts the rights under the Purchase Agreement. Assignee's right and obligations to purchase Products under this Assignment shall be in effect for Purchase Orders issued by Assignor to Apple for which Assignor has delivered Lease Documents to Assignee evidencing acceptance of the Products within the period from May 16, 2012 through June 30, 2012 ("Applicable Period") up to an aggregate maximum purchase price of \$899,580.00 ("Approved Amount"). Apple and Assignor hereby expressly acknowledge and agree that Assignee shall not be obligated to purchase any Products under any Purchase Order that exceed the Approved Amount (less the amount previously paid by Assignee for Products during the Applicable Period) or for which Lease Documents were delivered to Assignee after the expiration of the Applicable Period, or in the event that a Lessee Default has occurred under the Agreement (as that term is defined in the Agreement).
- 5) Assignor agrees to accept or reject the Products under the Agreement within fifteen (15) days of date of the Proof of Delivery and, in the event Assignor accepts such Products, Assignor shall immediately deliver, or shall have delivered, to Assignee all duly executed Lease Documents including an acceptance certificate evidencing Lessee's acceptance of said Products and its intention to enter into a lease for the Equipment ("Acceptance Certificate"). Assignor is subject to and must abide by the Purchase Agreement. In the event that Assignee for

ASSIGNMENT AGREEMENT

any reason fails to promptly and fully comply with the payment obligations under this Assignment, Apple may at its option look to Assignor for performance of this obligation. Payment is due thirty (30) days from the date of Apple's invoice. Assignee shall make payment to Apple within thirty (30) days from the date of Apple's invoice, provided that Assignee has previously received the Lease Documents for the Products and receives a Acceptance Certificate within fifteen (15) days of the Invoice date. Accordingly, Assignor hereby agrees to deliver a duly executed Acceptance Certificate to Assignee or else notify Apple of any problem with the Products within ten (10) days of delivery. Should the Assignee not have received all Lease Documents duly executed within thirty (30) days from the date of Apple's Invoice, the obligation to purchase and pay for the Products shall revert back to the Assignor. Should the obligation to purchase revert back to Assignor, Assignor shall be solely responsible for the immediate payment of Apple's Invoice.

6) Assignor shall remain liable to Apple in respect to all duties and obligations contained in the Purchase Agreement except the duty to purchase the Products, as set forth herein. If, for whatever reason, Assignor rejects the Products under the Agreement and fails to execute and deliver to Assignee the applicable Lease Documents, Assignor shall remain liable to Apple under the Purchase Order and Purchase Agreement and Apple shall have recourse solely to Assignor for payment. In such event, Assignee shall be relieved of any obligation to pay the Purchase Price to Apple and any obligation to lease the Products to Assignor.

7) Provided that, and as long as, Assignor is not in breach of its obligations under any of the Lease Documents, Assignor shall be entitled, for the term of the applicable Equipment Schedule, to the benefits of all rights with respect to warranties, service and software licenses as contained in the Purchase Agreement. However, nothing contained herein, or elsewhere shall change, limit, or expand the warranties, remedies, and liabilities contained in the Purchase Agreement.

8) Upon acceptance of the Products by Assignor, title to the Products shall be conveyed to Assignee free and clear of all claims, liens and encumbrances. Apple agrees that any purchase money security interest retained by Apple will terminate automatically upon payment of the full Purchase Price by either Assignee or Assignor. In that case, Apple shall timely file all necessary UCC termination statements of its security interest, if any, in the Products.

9) The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New Jersey, without reference to its conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed and be effective as of this the 16th day of May, 2012.

ASSIGNOR - WAYLAND PUBLIC SCHOOLS

By: *Joseph MacDonell*
Printed Name: Joseph MacDonell
Title: School Business Administrator

APPLE COMPUTER, INC

By: _____
Printed Name: _____
Title: _____

ASSIGNEE - HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By: _____
Printed Name: _____
Title: _____