



Lease Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple Financial Services

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

Amendment to Master Lease Agreement	Lessee Signature and Title	_____
Schedule (Exhibit A) 450-9667221-006	Lessee Signature, Name/Title & Execution Date	_____
Incumbency Certificate (Exhibit C)	The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member, OR the Superintendent.	_____
Contact Information	Please complete with the appropriate contact information	_____
Notice of Assignment	Please insert date and Lessee Signature, if required. (If no signature is required, please review the notice and note the Assignee.)	_____
Insurance Coverage and Purchase Order Requirements (Exhibit F)	Complete name of insurance company and contact information. Purchase Order(s) must include: Apple Inc. c/o Apple Financial Services 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314 as Vendor, Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature. Additionally, please provide third party vendor contacts (if applicable). Apple will contact third party vendor(s) regarding invoice remittance.	_____
IRS Form 8038-G	Complete per instructions and sign.	_____
Essential Use Audit	Complete in its entirety.	_____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_____
Partial Ship Letter	Please insert date, Lessee PO #, Lessee signature and title	_____
Board Resolution or Minutes Approving the Lease Purchase	Please provide a copy.	_____

NOTE: Please provide scanned copies of the above items to applefin@applefin.com and Jayne Adams-Griffin at jadams-griffin@applefin.com.

Documents Required Prior to Funding

Mailed to Apple Financial Services

Originals of all the above

Please mail to:
Apple Financial Services
Attention: Jayne Adams-Griffin
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Insurance Certificate or
Self-Insurance Letter

Provide All Risk Personal Property and General Liability
Coverage listing Apple Inc. and its assigns as "Loss Payee"
and "Additionally
Insured" or provide a self insurance letter as described in the
"Insurance Coverage Requirements."

Acceptance Certificate (Exhibit B)

Lessee Signature, Name/Title & Execution Date. *Sign upon
Acceptance.*

Advance Lease Payment

Invoice attached, if applicable.

**AMENDMENT TO MASTER LEASE AGREEMENT
NO. 9667221**

THIS AMENDMENT is made this _____ day of July, 2021 by and between **TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT**, as Lessee, and **APPLE INC.**, as Lessor.

BACKGROUND

- A. By that certain Master Lease Agreement No. 9667221 dated as of June 27, 2017, by and between Lessor and Lessee (the "**Master Agreement**"), Lessor agreed to lease to Lessee 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 and certain other documents upon and subject to the terms and conditions of this Amendment.
- 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 and related documents.** The Master Agreement and certain related documents are amended as follows:

The Lessee's name appearing in the heading and in the signature block of the Master Agreement, any reference in the Master Agreement, and in all Schedules and all other ancillary documents relating to the Master Agreement, shall be, if applicable, changed from "CAPE ELIZABETH SCHOOL DEPARTMENT" (or any similar formulation of such name) to "TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT." For the avoidance of doubt, the Lessee is not changing, but rather the Lessee's name is simply being corrected on each applicable document.

- 2. **Effect of Amendment.** All terms and conditions of the Master Agreement and other related documents 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 Amendment as of the date first set forth above.

**TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL
ADMINISTRATIVE UNIT, ACTING BY AND THROUGH
ITS SCHOOL DEPARTMENT
("Lessee")**

**APPLE INC.
("Lessor")**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

Schedule No. 006 _____, 20____ to Master Lease Purchase Agreement # 9667221 Dated June 27, 2017

This Schedule No. 006 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 9667221 dated **June 27, 2017**, ("Master Lease"), and is effective as of _____, 20____. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

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

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

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
1	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$265,808.50 as such equipment is more particularly described in invoices presented to Apple Inc., as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 320 OCEAN HOUSE ROAD, CAPE ELIZABETH, ME 04107	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Commencement	8/15/2021				\$265,808.50
1	9/15/2021	\$133,110.00	\$0.00	\$133,110.00	\$132,698.50
2	7/15/2022	\$66,349.25	\$0.00	\$66,349.25	\$66,349.25
3	7/15/2023	\$66,349.25	\$0.00	\$66,349.25	\$0.00
Totals		\$265,808.50	\$0.00	\$265,808.50	
Promotional Interest 0.00%					

Lessee acknowledges that the discounted purchase price for the Lease is \$259,498.38 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 3.29% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

LESSOR: APPLE INC. SIGNATURE: _____ NAME / TITLE: _____ DATE: _____	LESSEE: TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT SIGNATURE: _____ NAME / TITLE: _____ DATE: _____ FED TAX ID #: _____ ADDRESS: 320 OCEAN HOUSE ROAD CAPE ELIZABETH, ME 04107
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EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 006, dated _____, 20____, (the "Schedule") to Master Lease Purchase Agreement # 9667221 Agreement, dated as of June 27, 2017, between Apple Inc., as Lessor, and TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT as Lessee.

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

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
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Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

**PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC.
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

EXHIBIT C

INCUMBENCY CERTIFICATE

MASTER LEASE PURCHASE AGREEMENT # 9667221 dated June 27, 2017

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and each Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and each applicable Schedule are genuine.

**LESSEE: TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL
ADMINISTRATIVE UNIT, ACTING BY AND THROUGH
ITS SCHOOL DEPARTMENT**

Signature: _____

Printed Name/Title: _____

Date: _____

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER
OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY,
BOARD MEMBER OR SUPERINTENDENT.)**

CONTACT INFORMATION

Pursuant to the Master Lease Purchase Agreement # 9667221 dated June 27, 2017, (the "Master Lease"), Schedule No. 006, between Apple Inc. (the "Lessor") and TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

INVOICE MAILING ADDRESS:

SHIP TO ADDRESS:

EARLIEST DATE THE DELIVERY CAN BE ACCEPTED:

Mail invoices to the attention of: _____

Phone: _____
Cell: _____
Email: _____

Digital Product Contact: _____

Phone: _____
Cell: _____
Email: _____

Primary Contact: _____

Phone: _____
Cell: _____
Email: _____

Summer – Primary Contact: _____

Phone: _____
Cell: _____
Email: _____

Secondary Contact: _____

Phone: _____
Cell: _____
Email: _____

Summer – Secondary Contact: _____

Phone: _____
Cell: _____
Email: _____

Product Delivery Contact: _____

Phone: _____
Cell: _____
Email: _____

Product Delivery – Second Contact: _____

Phone: _____
Cell: _____
Email: _____

NOTICE OF ASSIGNMENT

Dated _____

APPLE INC ("Assignor") hereby gives notice that Assignor assigned to WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Assignee") all of its rights in and to Lease Schedule No. 006 (the "Lease") to the Master Lease Purchase Agreement # 9667221 dated June 27, 2017, by and between Assignor and TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

WELLS FARGO VENDOR FINANCIAL SERVICES, LLC
P.O. Box 3072
Cedar Rapids, IA 52406-3072
Telephone 1-800-535-1680
Attn: Customer Service

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

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

Master Lease Purchase Agreement No: 9667221

Lease Schedule #:006

Dated:

TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

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

- 2) Property Damage & Loss Coverage –

- a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.
- LIMITS: The full replacement value of the equipment.

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

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

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

PURCHASE ORDER REQUIREMENTS

In order to expedite your order appropriately and as quickly as possible, we ask that your Purchase Order contain the following information, if applicable. If you have any questions regarding this information, please feel free to contact us at any time.

- 1. Purchase Order Should be made out to:
Apple Inc. c/o Apple Financial Services
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314
- 2. Purchase Order Number
- 3. Purchase Order Date
- 4. Apple Education Quote/Proposal Number and Total Amount of Quote
- 5. Physical Ship To Street Name/Address
- 6. Bill to Address
- 7. Lease Schedule Reference, Example:
"Per Lease Schedule #: **450-9667221-006**"
- 8. Authorized Signature
- 9. Configure to Order (CTO) Specifications (if applicable)
- 10. Personalization Text (if applicable)
- 11. Taxes (if applicable)
- 12. E-waste Fees (if applicable)

Essential Use Audit

Lessee Contact Name / Position _____ Phone Number: _____

- 1) Please clarify legal name of proposed lessee? _____
- 2) Is any equipment to be leased replacing any existing equipment? Yes No (If No, proceed to question 3)
- What percentage of the equipment to be leased is replacement? _____%
- How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs
- Why is the existing equipment being replaced? _____
- _____
- What will be done with the replaced equipment? _____
- _____
- 3) For what purpose is the equipment being acquired? (Provide detail if possible.)
- Educational Use (Such as Schools or Universities)
- Administrative Use (Such as State or County Offices)
- Outdoor Use (Such as Golf Course or Public Common Areas)
- Other Use _____
- 4) Was the equipment/lease placed for competitive bid? Yes No
- If No, why was a bid not required?
- Covered under state contract (Contract name and # _____)
- Size of transaction does not require competitive bid (What documentation _____)
- Transaction exempt from bidding process pursuant to current statutes (statute # _____)
- (Please attach copy of statute if available)
- Other _____
- 5) What is the source of funds for repayment of this obligation?
- Local Property Taxes
- State Unrestricted Revenues
- Federal Financial Assistance
- Chapter I
- Chapter II
- Other _____
- Other _____
- 6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No
- If No, why is the obligation not included in an approved budget? _____
- _____
- 7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____
- _____
- To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No
- If Yes, please provide details _____
- _____
- 8) Will a Purchase Order be issued for this transaction? _____
- 9) Is a Purchase Order # required on the Invoice for prompt payment? _____

Completed By: _____

Signature Title Printed Name Phone

EXHIBIT E

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
Apple Inc. c/o Apple Financial Services
Attn: Contracts
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
450-9667221-006		1-800-535-1680	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV450-9667221-006	June 30, 2021	9/15/2021	\$133,110.00

SOLD TO:

**TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING
BY AND THROUGH ITS SCHOOL DEPARTMENT
320 OCEAN HOUSE ROAD
CAPE ELIZABETH, ME 04107**

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
450-9667221-006	9/15/2021	Advanced Lease Payment	\$133,110.00

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

(School or District Letterhead)

Date:

Apple Inc.
Attn: Jayne Adams-Griffin
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Dear Jayne Adams-Griffin,

TOWN OF CAPE ELIZABETH, MAINE, A SCHOOL ADMINISTRATIVE UNIT, ACTING BY AND THROUGH ITS SCHOOL DEPARTMENT will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ▶		18
19 If obligations are TANS or RANS, check only box 19a	<input type="checkbox"/>	
If obligations are BANS, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

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

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

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

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. ▶		

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

