

April 17, 2009

Mr. Mike Kneebone - CIO
Metropolitan School District of Washington Township
8550 Woodfield Crossing Blvd.
Indianapolis, IN 46240

Re: Master Lease Purchase Agreement Schedule of Property No. 2

Dear Mr. Kneebone:

Enclosed are documents for the Master Lease Purchase Agreement Schedule of Property No. 2 between Metropolitan School District of Washington Township and Apple Inc. Please have the responsible parties execute the enclosed documents and return them to my attention as soon as possible so that we can order your equipment. **Please send to Apple Inc., 17550 North Perimeter Drive Suite 300, Scottsdale, AZ 85255.**

To be completed and executed by an authorized representative of Metropolitan School District of Washington Township:

- **Exhibit A: Schedule of Property No. 2.** This is an itemization of the Equipment to be purchased under this Schedule which incorporates the terms and conditions of the Master Agreement into the Schedule. Please verify the information is correct and sign at the bottom.
- **Exhibit A-1: Rental Payment Schedule.** This shows the date each payment is due, the amount of each payment including the interest and principal components, and the purchase price. Please verify this information is correct and sign at the bottom.
- **Exhibit B: Acceptance Certificate.** Please complete ONLY the top OR bottom portion of this Exhibit. If you have received all of the Equipment contained in the Schedule, please complete and sign the top portion. If you have not yet received all of the Equipment, please complete and sign the bottom portion with the information pertaining to the Equipment that has been accepted. Include any invoices with this Certificate.
- **Exhibit D: Acceptance of Rental Payment Obligation.** This is a confirmation by the Lessee acknowledging the unconditional payment obligations under this Schedule as detailed in Exhibit A-1. Please read and sign at the bottom.
- **Insurance Coverage Requirements/ Lease Payment Instructions.** Please fill in the name, address, phone and fax numbers of the insurance agent in the top section. Please complete the Lease Payment Instructions and include any invoicing requirements in order to ensure prompt and accurate payment of all amounts due under the Lease. Please sign at the bottom that all information contained in both sections is accurate.
- **Form 8038.** Please follow the separate instructions for this form and return to us for filing.
- **Essential Use/Source of Funds Certificate.** This form certifies that the Equipment purchased under this Schedule is essential to the government functions of Lessee and addresses the availability of funds to make Rental Payments. Please complete and sign this form and return to me as soon as possible with the **most recent Audited Financial Statements** for Metropolitan School District of Washington Township so we can complete the credit review process.

To be executed by an authorized individual, OTHER THAN THE REPRESENTATIVE WHO EXECUTED THE ABOVE DOCUMENTS

- **Certificate of Signature Authority.** This confirms that the person who has executed the above documents is authorized to do so. **THIS CANNOT BE EXECUTED BY THE SAME PERSON SIGNING THE DOCUMENTS.**
-

In addition to the documents listed above, please provide the following:

- Copies of **Purchase Orders** for the Apple equipment.
- A **Certificate of Insurance** naming Apple Inc. as loss payee and additional insured.

If you have any questions, please feel free to call me directly at: (480) 419-3914 or email me at: gina.victor@ePublicFinance.com. We look forward to completing this transaction with you.

Sincerely,

Gina Victor

Gina Victor
Investment Coordinator

Enclosures

EXHIBIT A

SCHEDULE OF PROPERTY NO. 2

RE: MASTER LEASE PURCHASE AGREEMENT entered into as of June 5, 2008 ("Agreement"), between Apple Inc. ("Lessor") and Metropolitan School District of Washington Township ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

Ninety-five percent of the financing costs are being used to acquire assets that will be capitalized.

| <u>DESCRIPTION OF EQUIPMENT</u> | | | |
|---------------------------------|--|------------------|-------------------|
| <u>Quantity</u> | <u>Description</u> | <u>Model No.</u> | <u>Serial No.</u> |
| | Apple Computer Equipment – See Attachment A1 | | |

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rent under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Tax and Arbitrage Certification. Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rent listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rent, or (ii) that may be used solely to prevent a default in the payment of the Rent; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last scheduled Rent payment listed in the Rental Payment Schedule; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

Dated: May 17, 2009

Lessee: Metropolitan School District of Washington Township

Lessor: Apple Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A-1 – EQUIPMENT INFORMATION to Schedule No. 2
under Master Lease-Purchase Agreement dated June 5, 2008

| Description | Qty | Part# |
|----------------------------------|------------|--------------|
| IMAC 20/2.4/1GB/250GB/SD | 770 | MB323LL/A |
| INTEGRATION SERVICES | 770 | D2344LL/A |
| VID ADPT MINI-DVI TO VGA ADAPTER | 210 | M9320G/A |

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

| Pmt # | Payment Date | Payment Amount | Interest | Principal | Purchase Price | Outstanding Balance |
|---------|--------------|----------------|-------------|--------------|--------------------|---------------------|
| | 5/17/2009 | | | | | \$676,900.00 |
| 1 | 7/25/2009 | \$229,900.00 | \$2,037.62 | \$227,862.38 | \$458,018.37 | \$449,037.62 |
| 2 | 7/25/2010 | \$229,900.00 | \$7,156.07 | \$222,743.93 | \$230,819.56 | \$226,293.68 |
| 3 | 7/25/2011 | \$229,900.00 | \$3,606.32 | \$226,293.68 | -\$0.00 | -\$0.00 |
| Totals: | | \$689,700.00 | \$12,800.00 | \$676,900.00 | Rate 1.594% | |

COMMENCEMENT DATE: May 17, 2009

Metropolitan School District of Washington Township

By _____

Title _____

Date: _____

EXHIBIT B

PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS RELEVANT

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 2, dated May 17, 2009, to Master Lease Purchase Agreement, dated as of June 5, 2008, between Apple Inc., as Lessor, and Metropolitan School District of Washington Township, as Lessee.”

In accordance with the Master Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") 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 14 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE
Metropolitan School District of Washington Township
By: _____
Title: _____
Acceptance Date: _____

> OR <

PAYMENT REQUEST and PARTIAL ACCEPTANCE CERTIFICATE

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 part or all of the "Equipment" listed in Exhibit A to the Master Lease Purchase Agreement referenced above.

| | | |
|-----------------|-----------------------------------|----------------|
| <u>Quantity</u> | <u>Serial Number/Description:</u> | <u>Amount:</u> |
|-----------------|-----------------------------------|----------------|

Payee:

Payee's Federal ID Number: _____

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the equipment described above has been delivered, installed and accepted on the date hereof; (ii) Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes; (iii) Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement; (iv) no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: _____

LESSEE
Metropolitan School District of Washington Township

By _____

Title _____

PLEASE RETURN PAYMENT REQUEST TO:

APPLE INC.
17550 North Perimeter Drive Suite 300
Scottsdale, AZ 85255

EXHIBIT D

ACCEPTANCE OF RENTAL PAYMENT OBLIGATION

Re: Schedule of Property No. 2, dated May 17, 2009 to Master Lease Purchase Agreement, dated as of June 5, 2008 between Apple Inc., as Lessor, and Metropolitan School District of Washington Township, as Lessee.

In accordance with the Master Lease Purchase Agreement (the "Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Lessee acknowledges that Lessor has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Lessee and agreed to by Lessor) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Principal Component" of Rental Payments in the Rental Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"); and

Lessee agrees to execute a Payment Request Form, attached to the Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Lessee on the date hereof, Lessee warrants that:

(a) Lessee's obligation to commence Rental Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an event of nonappropriation under the Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lessor's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Rental Payment and other amounts due; and

(d) Regardless of whether Lessee delivers a Final Acceptance Certificate, Lessee shall be obligated to pay all Rental Payments (including principal and interest) as they become due as set forth in Exhibit A-1.

AGREED TO on May 17, 2009.

Metropolitan School District of Washington Township

By _____

Title _____

INSURANCE COVERAGE REQUIREMENTS

LESSOR: APPLE INC., 17550 North Perimeter Drive, Suite 300, Scottsdale, AZ 85255

LESSEE: Metropolitan School District of Washington Township

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

PLEASE REFERENCE CONTROL # 100075 ON CERTIFICATE OF INSURANCE

_____ Telephone: () _____
Fax: () _____

To issue:

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Apple Inc. and/or its assigns, as loss payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Apple Inc. and/or its assigns as Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person; \$500,000.00 aggregate bodily injury liability; \$100,000.00 property damage liability

OR

2. Pursuant to Section 14 of the Agreement, 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.

3. Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated June 5, 2008 (the "Agreement"), Schedule of Property No. 2, dated May 17, 2009, between Apple Inc. (the "Lessor") and Metropolitan School District of Washington Township (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: _____ TAX ID#: _____

INVOICE MAILING ADDRESS: _____

Mail invoices to the attention of: _____ Phone () _____ Fax () _____

Approval of Invoices required by: _____ Phone () _____ Fax () _____

Accounts Payable Contact: _____ Phone () _____ Fax () _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No _____ Yes _____ PO# _____

Do your Purchase order numbers change annually? No _____ Yes _____ Processing time for new purchase orders: _____

LESSEE: Metropolitan School District of Washington Township

By: _____

Title: _____

Date: _____

Contract #419-2-100075

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code Section 149 (e)
See separate instructions

OMB No. 1545-0720
100075

Department of the Treasury
Internal Revenue Service

Caution: Use Form 8038-GC if the issue price is under \$100,000

Part I Reporting Authority

If Amended Return, Check here

| | | | |
|---|--|---|------------------------|
| 1 Issuer's name Metropolitan School District of Washington Township | | 2 Issuer's employer identification | |
| 3 Number and street (or P. O. box if mail is not delivered to Street address) 8550 Woodfield Crossing Blvd. | | Room/suite | 4 Report number 3 - |
| 5 City, town, or post office, state, and ZIP code Indianapolis, IN 46240 | | 6 Date of Issue 05/17/2009 | |
| 7 Name of issue Schedule of Property No. 2 dated 05/17/2009 to Master Lease Purchase Agreement dated 06/05/2008 | | 8 CUSIP number None | |
| 9 Name and title of officer or legal representative whom the IRS may call | | 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 \$ 645,580.15 |
| 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 (see instructions) ▶ | 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 | 07/25/2011 | \$ 645,580.15 | \$ n/a | 3 years | 5.790% |

Part IV Uses of Proceeds of Bonds 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 require 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 advanced refunded | ▶ | years |
| 33 Enter the last date on which the refunded bonds will be called | ▶ | |
| 34 Enter the date(s) the refunded bonds were issued | ▶ | |

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 (see instructions) | 36a |
| b Enter the final maturity date of the guaranteed investment contract | |
| 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units | 37a |
| 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 | |
| 38 If the issuer has designated the issue under section 265 (b)(3)(B)(i)(III) (smaller 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.

Please Sign Here

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

Instructions for 8038-G:

On 8038-G forms, the below described lines need to be filled out by the Lessee:

1. **Line No. 2:** Fill in the Lessee's EIN number. (An issuer that does not have an EIN should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained from most IRS and Social Security Administration offices. File Form SS-4 according to the instructions on that form. If the EIN has not been received by the date of filing the 8038-G, write "Applied for" in the space for the EIN).
2. **Line No. 4:** After the preprinted 3, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 334, 335, etc.).
3. **Line No. 9:** State the name and the title for the legal representative the IRS may call for more information. The legal representative is the person who will be contacted if there are any questions with respect to the IRS form 8038-G and the transaction reported. Typically this person is employed by the issuer and is the same person who signs the IRS Form 8038-G.
4. **Line No. 10:** State the telephone number of the person listed in line 9.

K-12 Essential Use Audit

- 1. Has any of the equipment to be leased been delivered? NO YES
- Is the equipment to be leased replacing any existing equipment NO YES
- If yes, how long has the existing equipment been in use?
- 1-3 years 3-5 years 5-7 years 7+ years

Why is the existing equipment being replaced? _____

What will be done with the replaced equipment? _____

- 2. What grade levels, locations and departments will utilize the equipment to be leased?
- K-4 Math Computer Lab
- 5-6 Science Classroom
- 7-8 Language Arts Other: _____
- 9-12 Social Sciences Other: _____

Who will be the principle users of the equipment? (Total of all users below equal 100%)

Students: _____% Classified Faculty: _____% Other: _____%

Certified Faculty: _____% Administrative: _____% Other: _____%

What applications will the equipment be used for and what benefits will the equipment provide? (please be detailed) _____

(use additional pages if necessary)

- 3. What is/are the sources of funding for repayment of the lease?
- Local Tax Revenues Federal Financial Assistance Programs:
- State Unrestricted Aid Title 1
- State Categorical Revenues for Technology Other: _____
- Other: General Fund

Are the funds to for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the Districts approved budget? YES NO If NO, why are the funds not appropriated and encumbered in an approved budget? _____

- 4. Has the District's governing Board approved entering into the lease? YES If YES, please provide a copy of Board minutes or resolution. NO If NO, why is a board approval not required or when will the board approve entering into the lease? _____

- 5. Has the School District ever non-appropriated funds? NO YES If YES, please provide details regarding any non-appropriation: _____

Completed By: _____ Completed By: _____

Title: _____ Title: _____

Date: _____ Date: _____

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

May 17, 2009

Apple Inc.
17550 North Perimeter Drive, Suite 300
Scottsdale, Arizona 85255

RE: Schedule of Property No. 2 dated May 17, 2009 to the Master Lease/Purchase Agreement dated June 5, 2008, ("Agreement"), by and between Metropolitan School District of Washington Township ("Lessee") and Apple Inc., ("Lessor").

Dear Apple Inc.,

I, the undersigned, do hereby certify

(i) that the officer of Lessee

please print the name and title of the person who signed the lease documents

identified above, who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from _____ to _____.

Sincerely,

By: _____

Title: _____

Dated: _____

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

Contract #419-2-100075