

# EXHIBIT A

Schedule No. 010 \_\_\_\_\_, 20\_\_ to Master Lease Purchase Agreement # 6707895 Dated September 17, 1997

This Schedule No. 010 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 6707895 dated September 17, 1997, ("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 \$499,400.00 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: 333 WASHINGTON STREET, BROOKLINE, MA 02445	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
<b>Commencement</b>	12/15/2020				\$499,400.00
1	12/15/2020	\$102,576.52	\$0.00	\$102,576.52	\$396,823.48
2	12/15/2021	\$102,576.52	\$5,357.12	\$97,219.40	\$299,604.08
3	12/15/2022	\$102,576.52	\$4,044.66	\$98,531.86	\$201,072.22
4	12/15/2023	\$102,576.52	\$2,714.48	\$99,862.04	\$101,210.18
5	12/15/2024	\$102,576.52	\$1,366.34	\$101,210.18	\$0.00
<b>Totals</b>		\$512,882.60	\$13,482.60	\$499,400.00	
<b>Promotional Interest 1.35%</b>					

Lessee acknowledges that the discounted purchase price for the Lease is \$489,491.45 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 2.39% 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: <b>APPLE INC.</b>  SIGNATURE: _____ NAME / TITLE: _____ DATE: _____	LESSEE: <b>TOWN OF BROOKLINE, MASSACHUSETTS</b>  SIGNATURE: _____ NAME / TITLE: _____ DATE: _____ FED TAX ID #: _____ ADDRESS: <b>333 WASHINGTON STREET BROOKLINE, MA 02445</b>
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## 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. 010 (the "Lease") to the Master Lease Purchase Agreement # 6707895 dated September 17, 1997, by and between Assignor and TOWN OF BROOKLINE, 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 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 the reof to Assignee.

**EXHIBIT C**

**INCUMBENCY CERTIFICATE**

MASTER LEASE PURCHASE AGREEMENT # 6707895 dated September 17, 1997  
Schedule # 010

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that David C. Geanakakis, Chief Procurement Officer of the Town of Brookline, the person who executed the Master Lease and each Schedule, is 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 BROOKLINE, MASSACHUSETTS**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, David C. Geanakakis, Chief Procurement Officer of the Town of Brookline, has been duly authorized and empowered to enter into the Master Public School Lease-Purchase Agreement # 6707895 Lease Schedule # 010

hereunto executed this Agreement effective as of \_\_\_\_\_, 2020.

Town of Brookline

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

School Committee



**TOWN OF BROOKLINE**  
*Massachusetts*

**DEPARTMENT OF FINANCE**

**PURCHASING DIVISION**

**DAVID C. GEANAKAKIS**  
Chief Procurement Officer

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

**SELF INSURANCE INFORMATION CERTIFICATE**

November 5, 2020

APPLE, INC. and its Assigns  
300 E. JOHN CARPENTER FWY, SUITE 204  
IRVING, TX. 75062  
Attn: Jayne Adams-Griffin

**RE: Self Insurance under Lease AGREEMENT # 6707895-010**

Dear Sir or Madam,

This letter confirms that all equipment leased is under the Town of Brookline's program of self-insurance, which program will be maintained in accordance with provisions set forth in the Agreement. Under Massachusetts General Law, the Town of Brookline is self-insured for all its equipment and is authorized to maintain this form of self insurance.

Sincerely,

David C. Geanakakis  
Chief Procurement Officer  
Town of Brookline, MA



**TOWN OF BROOKLINE**  
*Massachusetts*

**DEPARTMENT OF FINANCE**

**PURCHASING DIVISION**

**DAVID C. GEANAKAKIS**  
Chief Procurement Officer

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

November 5, 2020

**APPLE, INC.**  
5000 Riverside Drive, Suite 300 East  
IRVING, TX. 75039-4314  
Attn: Jayne Adams-Griffin

Dear Sir or Madam,

The Town of Brookline, Massachusetts will accept partial shipment of the computer equipment as described on our PO: 2160\_\_\_\_\_.

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,

David C. Geanakakis  
Chief Procurement Officer  
Town of Brookline, MA

**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

<b>Part I Reporting Authority</b>		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) <b>3</b>	
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)	▶	_____

**Part VI Miscellaneous**

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

<b>Signature and Consent</b>	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.				
	Signature of issuer's authorized representative		Date		Type or print name and title
<b>Paid Preparer Use Only</b>	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>

**Approval of Lease by Governing Board**

**Apple Lease Documents, Town of Brookline, Massachusetts Master Lease # 6707895,  
Schedule # 010**

The undersigned School Committee of the Public Schools of Brookline, as the Governing Body of the above-named Lessee, hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing Lease is approved by said Governing Body of the Lessee and that such approval has not been amended or altered and are in full force and effect on the date stated below.

APPROVED on this \_\_\_\_\_, 20\_\_.

Town of Brookline

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
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School Committee