### Approval of Lease by Governing Board

# Apple Lease Documents, Town of Brookline, Massachusetts Master Lease # 6707895, Schedule # 012

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	July 26	, 20	27
		Town o	of Brookline
		Ву:	
			Calcard Coversitte
			School Committee

## **EXHIBIT A**

Schedule No. 012 26, 20 to Lease Purchase Agreement # 6707895 Dated September 17, 1997

This Schedule No. 012 ("Schedule") is entered into pursuant to that certain Lease Purchase Agreement identified by # 6707895 dated **September 17, 1997**, ("Lease Agreement"), and is effective as of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, 20\_\_\_\_\_\_. All of the terms and conditions of the Lease Agreement, 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 Lease Agreement.

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

Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$83,969.30 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
Commencement	8/25/2022	ĺ			\$83,969.30
1	8/25/2022	\$17,797.69	\$0.00	\$17,797.69	\$66,171.61
2	8/25/2023	\$17,797.69	\$1,978.52	\$15,819.17	\$50,352,44
3	8/25/2024	\$17,797.69	\$1,505.53	\$16,292,16	\$34,060.28
4	8/25/2025	\$17,797.69	\$1,018,40	\$16,779.29	\$17,280.99
5	8/25/2026	\$17,797.69	\$516.70	\$17,280.99	\$0.00
Totals:		\$88,988.45	\$5,019.15	\$83,969.30	
Promotional Interest Rate 2.99%			·		

Lessee acknowledges that the discounted purchase price for the Lease is \$79,482.71 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 5.99% per annum. Such Issue Price and Yield will be stated in the Form 8038-GC, as applicable.

Notwithstanding anything to the contrary in the Lease Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.

**IMPORTANT:** Read before signing. The terms of the Lease Agreement 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 Lease Agreement 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 Lease Agreement and this Lease.

LESSOR:	APPLE INC.	LESSEE:	TOWN OF BROOKLINE, MASSACHUSETTS DBA BROOKLINE PUBLIC SCHOOLS
SIGNATURE:		SIGNATURE:	Dave Sulal
NAME / TITLE:		NAME / TITLE:	DAVIDCEEANDICACS Cher Women
DATE:		DATE:	7 26 22 FED TAX ID #: 04600 (102
		ADDRESS:	333 WASHINGTON STREET BROOKLINE, MA 02445

#### NOTICE OF ASSIGNMENT

Dated 7/26/22

<u>APPLE INC</u> ("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. 012 (the "Lease") to that certain Lease Purchase Agreement identified by # 6707895 dated September 17, 1997, by and between Assignor and TOWN OF BROOKLINE, MASSACHUSETTS DBA BROOKLINE PUBLIC SCHOOLS ("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.

### **EXHIBIT C**

#### **INCUMBENCY CERTIFICATE**

MASTER LEASE PURCHASE AGREEMENT # 6707895 dated September 17, 1997 Schedule # 012

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:	Dand Cherlal	
Printed Name/Title:	DAVID C GENNALONES Chief Prouvener OFC	
Date:	Jag 26, 2022	
Brookline, has been d	EOF, David C. Geanakakis, Chief Procurement Officer of the Town of luly authorized and empowered to enter into the Master Public School Le # 6707895 Lease Schedule # 012	ase-
hereunto executed thi	s Agreement effective as of, 2022.	
	Town of Brookline	
	Ву:	
		<del>-</del>

**School Committee** 

## TOWN OF BROOKLINE



## Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

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

DAVID C. GEANAKAKIS Chief Procurement Officer

## SELF INSURANCE INFORMATION CERTIFICATE

July 22, 2022

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 # 6707895-012

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

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Town of Brookline, MA

#### **Guaranteed Buyback Agreement**

This Guaranteed Buyback Agreement ("Guaranteed Buyback") is entered into and effective on August 25, 2022 (the "Effective Date") by and between TEQ Services Inc. ("Grantor") and Town of Brookline, Massachusetts dba Brookline Public Schools ("Customer") and incorporates the General Terms and Conditions below.

- Apple Product. Customer has acquired or has leased those certain Apple Products set forth on Exhibit 1
  to this Schedule.
- 2. Buyback Dates. Customer shall have the right but not the requirement to exercise the Buyback for some or all of the Apple Products set forth on Exhibit 1 on the following dates (each a "Buyback Date"):

a. 60 Months after the Effective Date:

August 25, 2027

3. Buyback Price. If Customer exercises the Buyback in accordance with the Guaranteed Buyback Agreement and provided the Apple Product is returned in accordance with the terms of the Guaranteed Buyback Agreement, Grantor or its assignee will pay to Customer an amount equal to the percentage set forth below multiplied by the original invoice price of the Apple Product set forth on Exhibit 1 for the Put Product (each a "Put Price"), less any applicable taxes and any deductions as described in Section 2 of the General Terms and Conditions:

	Quantity	Guaranteed Buyback	Subtotal
24-inch iMac with Retina 4.5K display: Apple M1 chip with 8-core CPU and 8-core GPU, 256GB - Silver	53	\$139.00	\$7,367.00
24-inch iMac with Retina 4.5K display: Apple M1 chip with 8-core CPU and 8-core GPU - Silver	1	\$177.00	\$177.00
		Total	\$7,544.00

- **4.** Easy Return Services. Customer has requested that Grantor provide Easy Return Services pursuant to Section 3 of the Guaranteed Buyback Agreement in the event Customer elects to exercise the Guaranteed Buyback.
- **5. General Terms and Conditions.** The General Terms and Conditions below are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Buyback Agreement by their duly authorized representatives as of the Execution Date.

Grantor TEQ Services Inc.
Name: Title:
Customer Town of Brookline, Massachusetts dba Brookline Public Schools
Could be
Name: DAND & CONDICERCE Title Chel Romer of

### Exhibit 1 to Guaranteed Buyback Agreement

Equipment lease subject to Schedule No. 011 to Lease Purchase Agreement Dated September 17, 1997 [or, Apple Quote No. 2211299834] attached hereto and made a part hereof.

Customer Initials

#### **General Terms and Conditions**

These General Terms and Conditions are applicable to the Guaranteed Buyback Agreement dated on the Effective Date by and between TEQ Services Inc. ("*Grantor*") and Town of Brookline, Massachusetts dba Brookline Public Schools ("*Customer*").

- 1. Guaranteed Buyback Option. Subject to the following conditions precedent and the terms and conditions of this Guaranteed Buyback Agreement, Customer shall have the right to require Grantor to buyback the Apple Products set forth above (the "Guaranteed Buyback") provided that:
  - a. Customer provides notice (the "Guaranteed Buyback Notice") in writing to Grantor of its election to exercise the Guaranteed Buyback at least 60 days prior to the Guaranteed Buyback Date (as set forth above), it being understood and agreed that once such election is made it cannot be unilaterally revoked by Customer;
  - b. Customer returns not less than twenty (20) units of the Apple Product in accordance with Section 2, on or before the Guaranteed Buyback Date specified in the Guaranteed Buyback Notice;
  - c. Customer represents and warrants that upon exercise of the Guaranteed Buyback and payment of the Guaranteed Buyback Price (as set forth above) title to all of the Apple Product returned hereunder shall vest in Grantor or its assignee free and clear of all liens, claims and encumbrances and without any further requirements or notices under applicable law. Customer further agrees to execute and/or deliver to Grantor or its assignee such documents as Grantor or its assignee may require to effectuate the free and clear transfer of title of the Apple Product to Grantor or its assignee, including without limitation, a bill of sale.

#### 2. Return Conditions.

- a. On or before the Guaranteed Buyback Date set forth in a Guaranteed Buyback Notice, Customer will make available the Guaranteed Buyback Product and accessories (including, without limitation, chargers and power adapters) to any location and aboard any carrier Grantor or its assignee may designate in the continental United States. The Guaranteed Buyback Product must be maintained and returned in "Average Saleable Condition." Average Saleable Condition means that all of the Equipment must be functional, might contain light/moderate surface and/or scratches, minor dents/chips, battery with 70% or more maximum capacity, must contain only genuine parts, and is not locked through ABM/ASM or Find My [Device] or equivalent feature and be returned with its charging block and cable each in working condition.
- b. Within sixty (60) days of receipt of the Guaranteed Buyback Product, Grantor or its assignee will inspect the Guaranteed Buyback Product and notify Customer if the Guaranteed Buyback Product and all accessories were returned in the condition required by this Guaranteed Buyback Agreement. In the event the Guaranteed Buyback Product and/or the accessories were not returned in the condition required by this Guaranteed Buyback Agreement, Grantor or its assignee will deduct the cost to repair the Guaranteed Buyback Product or replace the accessories from the aggregate Guaranteed Buyback Price paid for the Guaranteed Buyback Product.
- c. Within sixty (60) days of final inspection and reconciliation of the Guaranteed Buyback Product, Grantor shall pay the Guaranteed Buyback Price, less any deductions, to the Customer pursuant to written instructions from Customer.
- 3. Easy Return Services. In the event Customer elects to have Grantor provide Easy Return Services (as defined below), the following provision will apply.
  - a. Grantor will arrange for a third-party provider ("Provider") to provide the following services ("Easy Return"): (i) supply packing and boxing materials for the Guaranteed Buyback Product; (ii) payment for the return shipping of the Guaranteed Buyback Product to Grantor; and (iii) Data Erasure, which shall take place at Provider's location. Within ten (10) business days of Lessee electing to return the Guaranteed Buyback Product, Grantor will advise Customer of the Provider selected by Grantor. If, within ten (10) business days of notice from Grantor, Customer notifies Grantor that it does not approve the Provider, Grantor will refer an alternate Provider. To the extent that the alternate Provider may charge a higher fee than the one originally referred by the Grantor, the Guaranteed Buyback Price will be reduced by such excess fees.

Customer Initials

- b. Provider will utilize the following method for the Data Erasure method for the Equipment. Provider will sanitize all hard drives using a National Institute of Standards and Technology ("NIST") (or successor standard) SP 800-88 compliant single (1) pass data overwrite process to ensure the complete destruction of any data from the drives. Each sanitized drive is validated though a quality inspection process (visual verification of data eradication) to ensure it has been overwritten properly. Any drives that cannot be successfully sanitized will be physically destroyed and recycled. Any other data bearing devices will be sanitized using methods compliant with the most recent version of the NIST SP 800-88.
- c. Customer has selected Easy Return and the level of Data Erasure set forth above. If Customer determines a higher level of erasure is required (either under applicable law or Customer's policies) at the time Easy Return Services are to be performed, Customer shall inform Grantor in writing and request the required level of erasure. Grantor will advise Customer of any additional costs to perform the level of data erasure requested by Customer, and Customer shall remit such amounts to Grantor within thirty (30) days of receipt of invoice from Grantor. Customer agrees to sign any forms reasonably required by the Provider and/or under applicable law in connection with the Return Services in form and substance similar to forms in use today, and in the event of any change in law or Provider between the execution of a Schedule and the day Customer elects to use the Easy Return Services that materially changes these forms, Customer shall have a chance to review such forms prior to deciding to use the Return Services. In no event shall Grantor be liable for any consequential, incidental, special or indirect damages arising from or related to the Easy Return Services.
- **4. Assignment.** Customer shall not assign its rights, obligations or interests under this Guaranteed Buyback Agreement without the prior written consent of Grantor, which consent may be withheld at Grantor's sole discretion. Grantor may, in its sole discretion, assign its rights, obligations and interests under this Guaranteed Buyback Agreement without notice to Customer.
  - 5. Notice. Any notice required under this Guaranteed Buyback Agreement shall be provided as follows:

#### Grantor:

TEQ Services Inc. 23801 Calabasas Rd., Suite 101 Calabasas, CA 91302 Attn.: Greg Hubach, VP Remarketing

#### Customer:

Town of Brookline, Massachusetts dba Brookline Public Schools 333 Washington Street Brookline, MA 02445

- **6.** If at any time any one or more of the provisions of this Guaranteed Buyback Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The said provision will be replaced by the parties in a lawful manner by a provision which reflects to the extent possible the contents of the provision intended. Customer represents and warrants it has the authority to sell the Apple Products and has complied with all applicable state and local rules and regulations.
- 7. This Guaranteed Buyback Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
  - 8. Nothing herein constitutes tax, accounting, legal or other professional advice by one party to the other.
- 9. No modification, variation or amendment of this Guaranteed Buyback Agreement shall be effective unless made in writing and signed by both parties.
- 10. This Guaranteed Buyback Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Guaranteed Buyback Agreement in PDF or other electronic means shall be effective as delivery of a manually executed original counterpart of this Guaranteed Buyback Agreement.
  - 11. This Guaranteed Buyback Agreement will be governed by the laws of the State of Massachusetts.

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## TOWN OF BROOKLINE



## Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

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

DAVID C. GEANAKAKIS Chief Procurement Officer

July 22, 2022

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

Dear Jayne Adams-Griffin,

The Town of Brookline, Massachusetts will accept partial shipment of the computer equipment as described in the Apple Education Price Quote: 2211299834, Date: Tuesday, July 19, 2022.

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

Me Much 0

Town of Brookline, MA

## Apple Inc. Education Price Quote

**Customer:** 

**BUSINESS OFFICE** 

**BROOKLINE PUBLIC SCHOOLS** 

**BUSINESS OFFICE** 

email: allen\_wong@psbma.org

Apple Inc:

Ryan Kneeland 5505 W Parmer Lane

Bldg 7

Austin, TX 78727

email: kneeland@apple.com

Apple Quote:

2211299834

Quote Date:

Tuesday, July 19, 2022

Quote Valid Until:

Saturday, August 13, 2022

#### **Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

\$1,399.00	\$74,147.00
\$1,399.00	\$74,147.00
	·
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\$119.00	\$6,307,00
	44 44 70
\$29.95	\$1,617.30
\$1,779.00	\$1,779.00
	**************************************

Part Number: Z12R Configuration:

- 065-C9GL Apple M1 chip with 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, and 16-core Neural Engine
- · 065-C9H1 16GB unified memory
- · 065-C9GP 512GB SSD storage
- 065-CCTQ Gigabit Ethernet
- 065-CCTT Two Thunderbolt / USB 4 ports
- 065-CCTV Two USB-3 ports
- 065-C9H8 Magic Mouse
- 065-C171 None
- 065-C172 None
- 065-C9HF Magic Keyboard with Touch ID US English
- 065-C9HV Accessory Kit

5 3-Year AppleCare+	for Schools – iMac
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\$119.00

\$119.00

Part Number: S7729LL/A

Edu List Price Total

\$83,969.30

- Additional Tax

1

\$0.00

- Estimated Tax

\$0.00

**Extended Total Price\*** 

\$83.969.30

### Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211299834. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <a href="https://ecommerce.apple.com">https://ecommerce.apple.com</a>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to <a href="mailto:institutionorders@apple.com">institutionorders@apple.com</a>. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
  - · For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - o APPLE INC. AS THE VENDOR

<sup>\*</sup>In most cases Extended Total Price does not include Sales Tax

<sup>\*</sup>If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

- o BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
- PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
- PURCHASE ORDER NUMBER
- VALID SIGNATURE OF AN AUTHORIZED PURCHASER
- APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
- TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
- CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Saturday, August 13, 2022 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 2246590 Opportunity ID: https://ecommerce.apple.com Fax:

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