APPROVED SUPERVI	QUOTE(S) ATTACHED	ACCOUNT NUMBER	AMOUNT
911	COOPERATIVE BID	190-100-500 20	1,608,231,80
APPROVED PRINCIPA	BID		1000,12311
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111	BD APPROVAL DATE		
	PURCHASE ORDER MAY 2 7 202 HIS PURCHASE DRIVE	R NUMBER	1
MONR	OF TOWNSHIP BOARD OF FOLICATION INVOICES AND DELIVER		2-1201
423 BUCKE	ELEW AVENUE • MONROE TOWNSHIP, N.J. 0883 1 • (732) 521-1500	Technology	5/26/21
ALL II	NVOICES AND AFFIDAVITS MUST BE SENT TO THE ABOVE . CUIT REQUISITIONED BY DRESS REGARDLESS OF SHIPPING POINT (SEE BELOW)	777 - 771	
		Eliot Feldman	
٧ ٢	Apple Inc.	T CERTIFICATE NUMB	ER 22-6002091
E N	5505 W. Parmer Lane, Bldg 7 PURCHASER	IS EXEMPT BY STATE STATE, AND LOCAL EXCISE AN	
D	Austin, TX 78727-6524 512-674-6130	AIL, AND LUGAL EXCISE A	TAMES VANES.
R	Attn: Dilon Smith	eviewed (Bus. Office)	X/I
QUANTITY	PLEASE FURNISH THE FOLLOWING ITEMS	UNIT PRICE	AMOUNT
2900	Part Number: MYLX2LL/A 10.2 " iPad Wi-Fi 128GB Space Gray 10 Pack	\$394.00	\$1,142,600.00
2900	Part Number: S7831LL/A 3 Year Applecare	\$49.00	\$142,100.00
2900	Part Number: HNMA2ZM/A Logitech Rugged Combo 3 case w/integrated sm	agrt connector \$99.95	\$289,855.00
1	Part Number : D5690ZM/A Applecare OS Support-Preferred (1 Year)	\$15,996.0	
٥	Part Number : D2459LL/B Apple Professional Learning One Day Prepaid Offe		¥-
3	of Board of Education approval o	6 Ilawing :	φωυ, 1 του. το
.	1. Board of Education approval o		E0 410 00
1	Discount Apple Lease Agreement.	1	-\$8,419.20
	2. Successful closing on Apple	rease.	
	email: POs directly to institution orders@apple.com 3. No delinery of any unit:	s may be	
	water projection of the state o		
	Quote # 2210254196 Con seavently all invoice	ces must	
	ESCNJ#1062153 Ge lated on of after.	July 1 2021	
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	SCHOOL • 370 BUCKELEW AVE. • MONROE TOWNSHIP, N.J. 08831 • 732-521-1101		
	AKE SCHOOL • 115 MONMOUTH ROAD • MONROE TOWNSHIP, N.J. 08831 • 732-251-5336 SCHOOL • 226 APPLEGARTH ROAD • MONROE TOWNSHIP, N.J. 08831 • 609-655-7642	ANNEX	
WOOD	LAND SCHOOL • 42 HARRISON AVE. • MONROE TOWNSHIP, N.J. 08831 • 732-251-1177	The state of the s	
	DWYNSHIP HIGH SCHOOL • 200 SCHOOLHOUSE ROAD • MONROE TOWNSHIP, N.J. 08831 • 732-5 DE TOWNSHIP MIDDLE SCHOOL • 1629 PERRINEVILLE ROAD • MONROE TOWNSHIP, N.J. 08831 •		×
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	OE TOWNSHIP BD OF ED . 239 PROSPECT PLAINS ROAD . SUITE C203 . 2ND FLOOR . MONRO		UNLESS SIGNED BY
NOTICE TO 1. DO NOT SHI	VENDOR IP COLLECT. PREPAY TRANSPORTATION CHARGES. 4. ALL GOODS RECEIVED WITH SUBSEQUENT PRIVILEG	SCHOOL BUSINESS A	
2. DELIVERIES	S ARE TO BE MADE BETWEEN 8:30 A.M. AND 4:30 HOOL DAYS, SPECIAL DELIVERIES PLEASE CALL INSPECT AND RETURN AT VENDOR'S EXPENSE IF DEI OR NOT IN COMPLIANCE WITH OUR SPECIFICATIONS	ECTIVE	110
AHEAD.	5. ENCLOSE A PACKING SLIP WITH EACH SHIPMENT. IS RESERVED TO CANCEL THIS ORDER AT ANY 6. EACH PURCHASE ORDER NUMBER MUST BE INVOICE	ED SCHOOL BUSINESS AND MAIN	STRATOR
TIME. ALL U	UNDELIVERED ITEMS ARE TO BE AUTOMATICALLY D AFTER 90 DAYS. 7. PLEASE SIGN BLUE AFFIDAVIT AND RETURN WITH INV.	/OICE.	

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	r H	TAV	EXEMPT CERTIFI	CATE NUMBE	P 22 6002001
V E	Apple Inc. 5505 W. Parmer Lane, Bldg		CHASER IS EXEMPT		
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O R	512-674-6130 Attn: Dilon Smith			0.00	XX
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2900			TO THE ROLL OF THE REAL PROPERTY.	\$49.00	\$142,100.00
2900		ogstech Rugged Combo 3 case w/integ		\$99.95	\$289,855.00
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1		plecare OS Support-Preferred (1 Year)		\$15,996.00	\$15,996.00
9	Purchase	le Professional Learning One Day Prepi 15 contingent upon t	he following	: \$2,900.00	\$26,100.00
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I declare that or received to	t the goods or services itemized in this bill have been	delivered or rendered, that no bonus has been given epartment; and that the above bill is true and correct.		0/1	n
X				V.	
	VENDOR SIGN HERE	TITLE	BUSINESS ADMINISTR	RATOR	



MONROE TOWNSHIP BOARD OF EDUCATION Schedule No. 1 to Master Lease Purchase Agreement dated July 15, 2021

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement and Addendum	Yes	Yes
2.	Ex. A - Equipment and Lease Payment Schedule	Yes	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-	·G)	Yes
6.	IRS Form 8038-G or 8038-GC	***************************************	Yes
7.	Ex. E - Insurance Coverage Requirements (information	onal)	n/a
8.	Insurance Certificate evidencing coverage	***************************************	Yes
9.	Ex. F - Incumbency Certificate	Yes	Yes
10.	First Lease Payment Invoice - please forward to accollease.	ounts payable upon bo	ard approval of this

Please call Gina Victor at 480.419.3914 with any questions.

Original Closing Documents

- 1. Once documents are signed, please first provide scanned copies of the above items to GVictor@BankUnited.com
- 2. Then mail the originals to

Apple Financial Services Attention: Gina Victor 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255

ADDENDUM

to

Master Lease Purchase Agreement dated July 15, 2021, and all ancillary documents (collectively the "Agreement"), between Apple Inc. (the "Lessor") and Monroe Township Board of Education (the "Lessee")

The parties, intending to be legally bound, agree that the Agreement shall be amended as follows:

- Section 14. Loss or Damage. Subsection (b): The word "reasonable" shall be inserted between "Lessor's" and "approval".
- 2. Section 15. Insurance. Sentence 6: Strike "acceptable to Lessor".
- Section 16. Default. Subsection (a): Insert "other than in the event of non-appropriation
 as provided in Section 6" after the word "date". Subsection (d): Insert "and such insurance
 is not replaced" after the word "Equipment".
- Section 19. Return of Equipment. Sentence 5: Restate as "Lessee will continue to pay Lease Payments until the Equipment is delivered to Lessor."
- 5. Section 20. Lessee's Representations and Warranties. Subsection (f): Replace the word "Lessee" with "Authorized Users" in the last time it is referenced in that subsection.
- Section 22. Additional Payments. The word "reasonable" shall be inserted between "any" and "expenses".
- 7. Section 23. Release and Indemnification. Sentence 1: The word "reasonable" shall be inserted between "limitation" and "attorneys".

All capitalized terms used but not defined in this Addendum will have the meaning give to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum as of the date first written above.

LESSEE:	LESSOR:
MONROE TOWNSHIP BOARD OF EDUCATION	APPLE INC.
By: January.	By:
Name: Michael C Gorski	Name:
Title: Brs Almin. / BD. Secy	Title:
6/17/21	



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of July 15, 2021 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Monroe Township Board of Education ("Lessee").

- 1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."
- 2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.
- 3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.
- 4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- 5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to

which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

- 6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.
- 7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.
- 8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.
- 9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

- 10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.
- 11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; provided, however, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.
- 12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR. SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease. Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.
- 13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

- 14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.
- 15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.
- 16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.
- 17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

- 18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.
- 19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.
- 20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lesse Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (i) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the Information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (I) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.
- 21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

- 22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.
- 23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.
- 24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.
- 25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.
- 26. Electronic Signatures. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR:	APPLE INC.	LESSEE:	Monroe Township Boa 423 Buckelew Avenue Monroe Township, NJ	9 I 08831
BY:			10 May 20	Michael C Gorski
TITLE:		TITLE: _/gu	s Almin.	Bd. Sery
		FED TAX ID#:	22-600.	2091

EXHIBIT A

Schedule No. 1 Dated July 15, 2021 to Master Lease Purchase Agreement Dated July 15, 2021

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 15, 2021 ("Master Lease"), and is effective as of July 15, 2021. 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.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, 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

Computer Hardware--See attached Exhibit 1.

湯門	1	LEAS	E PAYMENT SO	HEDULE		1
Pmt#	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	7/15/2021					\$1,608,231.80
1	7/15/2021	\$536,077.27	\$0.00	\$536,077.27		\$1,072,154.53
2	7/15/2022	\$536,077.27	\$0.00	\$536,077.27	\$546,798.81	\$536,077.27
3	7/15/2023	\$536,077.27	\$0.00	\$536,077.27	\$0.00	\$0.00
Totals:		\$1,608,231.80	\$0.00	\$1,608,231.80	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$1,580,730.37 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 1.7500% 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.

Commencement Date: July 15, 2021 LESSOR: APPLE INC. LESSEE: MONROE TOWNSHIP **BOARD OF EDUCATION** SIGNATURE: X SIGNATURE: NAME / TITLE: X DATE: DATE: LESSEE BILLING INSTRUCTIONS: PERSON/DEPT .: PO BOX/STREET: 42 TITLE: 0883/ EMAIL: donna. Tyfkogel e Monroe. K12. NJ.US

EXHIBIT 1 - EQUIPMENT INFORMATION to Schedule No. 1

under Master Lease Purchase Agreement dated July 15, 2021

#	Product Description	Qty
1	10.2 -inch iPad Wi-Fi 128CB - Space Gray (10-pack) Part Number MYLX2LL/A	2,g00
2	3-Year AppleCare+ for Schools - IPad 8th Gen. no service fees Part Number 578311L/A	Ż,900
3	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-Inch iPad (7th and 8th generation) — Blue Part Number HNMAZZM/A	2, 900
<u> </u>	AppleCare OS Support – Preferred (1 Year) Part Number D5690ZM/A	ï
5	Apple Professional Learning One Day Prepaid Offering Part Number D2459LL/8	9.

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

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 1, dated July 15, 2021, (the "Schedule") to Master Lease Purchase Agreement, dated as of July 15, 2021, between Apple Inc., as Lessor, and MONROE TOWNSHIP BOARD OF EDUCATION, 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 part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

UNDE	R THE PURCHAS	E ORDER OR PRODUCT WARRANTY.				
Payee	Name:					
	Description or In	voice # \$ Amount				
Lesse	e hereby certifies	and represents to and agrees with Lessor as follows:				
(1)	The Equipment described above has been delivered to Lessee or its service provider, which may include a third part integrator, and is accepted by Lessee on the date hereof.					
(2)	Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.					
(3)	Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.					
(4)	Lessee is curre	ntly maintaining the insurance coverage required by Section 15 of the Master Lease.				
(5)	No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default of Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.					
		PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)				
LESSI	EE:	MONROE TOWNSHIP BOARD OF EDUCATION				
Signat	ure:	x				
Printed Name/Title:		X				
Date:		X				
Dato.						
		FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)				
LESSI		MONROE TOWNSHIP BOARD OF EDUCATION				
Signal	ture:	x				
Drinted Name/Title:		v				

PLEASE RETURN PAYMENT REQUEST TO:

Date:

APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

MONROE TOWNSHIP BOARD OF EDUCATION 423 BUCKELEW AVENUE MONROE TOWNSHIP, NJ 08831 www.monroe.k12.nj.us

Ph.: (732) 521-1500 Fax: (732) 521-1628

Michael C. Gorski, CPA Business Administrator / Board Secretary

I hereby certify that the following is a true and exact excerpt from the minutes of the Public Board of Education Meeting held on June 16, 2021, at which time a quorum was present:

BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS BOARD ACTION

A motion was made by Mr. Chiarella and seconded by Mr. Paluri that Board Action Items A-PP be approved by consent roll call. Roll call 10-0-0-0. Motion carried. The vote included the Jamesburg Representative where appropriate. A copy of the Board Action section of the Business Administrator's Report is attached to the official set of minutes.

Board Action Item LL:

LL. RESOLUTION OF THE MONROE TOWNSHIP BOARD OF
EDUCATION AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF
A MASTER LEASE PURCHASE AGREEMENT; AND APPROVING THE EXECUTION
AND DELIVERY OF SCHEDULE NO. 1 TO THE MASTER LEASE
PURCHASE AGREEMENT

WHEREAS, the Monroe Township Board of Education (the "School District"), is authorized by the laws of the State of New Jersey (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a

condition of, the adoption of the Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE SCHOOL BOARD AS FOLLOWS:

<u>Section 1</u>. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

<u>Section 2</u>. The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$1,608,231.80 for the purpose of financing the costs of the acquisition and installation of the Project:

<u>Section 3.</u> The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer execution the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Michael C. Gorski, CPA Business Administrator/Board Secretary

<u>Section 4</u>. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

<u>Section 5.</u> The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

<u>Section 6.</u> All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects.

Respectfully submitted,

Michael C. Gorski, CPA

Business Administrator/Board Secretary

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 1 to Master Lease Purchase Agreement Dated July 15, 2021

Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE:

MONROE TOWNSHIP BOARD OF EDUCATION

Signature:

X

MICLEUL C. Gorski. Br. Alm/Bd Sety

Date:

X

MICLEUL C. Gorski. Br. Alm/Bd Sety

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b: Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

> If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of taxexempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

Lines 41a-41d

and 42:

Hedaes

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) 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).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b: Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

Signature and

Consent:

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

(Rev. September 2018)

Department of the Treasury

Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

➤ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC. ▶ Go to www.irs.gov/F8038G for instructions and the latest information. REF# 103154

OMB No. 1545-0720

Part	Reporting Auth	ority					<mark>um,</mark> check he		
1	ssuer's name				2 Iss	uer's employ	er identification	number	(EIN)
Monro	e Township Board of Edu	cation				22	-6002091		
3a i	Name of person (other than issue	er) with whom the IRS may communicate	te about this return (see in	structions)	3b Te	ephone numb	er of other perso	n shown	on 3a
4 1	Number and street (or P.O. box i	f mail is not delivered to street address)	Room/suite	5 Re	port number	(For IRS Use On	ly)	
423 B	uckelew Avenue					,		3	
6 (City, town, or post office, state,	and ZIP code			7 Da	te of issue			
Monro	e Township, NJ 08831					Jul	y 15, 2021		
8 (Name of Issue				9 Cl	ISIP number			
	············	to Master Lease Purchase Agree				~~.			
	Name and title of officer or other instructions)	employee of the issuer whom the IRS i	may call for more Informat	ion (see		lephone num ployee show	ber of officer or in on 10a	other	
Part	Type of Issue (e	enter the issue price). See t	he instructions and	attach sc	hedule.				
11	Education						11 \$1,58	0,730	37
12	Health and hospital .					· · L	12		
13	Transportation						13		
14	Public safety						14		
15	Environment (including	sewage bonds)					15		
16	Housing						16		
17	Utilities						17		····
18	Other. Describe >						18		
19a		ANs, check only box 19a							
b		ck only box 19b							
20		of a lease or installment sale,							GEOME
Part	Description of I	Bonds. Complete for the en	· · · · · · · · · · · · · · · · · · ·						
	(a) Final maturity date	(b) Issue price	(c) Stated redempti price at maturity		(d) Weig average m		(e) Yid	eld	
21	7/15/2023	\$ 1,580,730,37	\$	n/a	2.00	years		1.750	0 %
Part	V Uses of Procee	ds of Bond Issue (includin	ng underwriters' d	liscount	t) N/A				
22	Proceeds used for accr						22		
23	•	ue (enter amount from line 21,		1 1		·	23		
24		d issuance costs (including und	•						
25		lit enhancement						1	
26		easonably required reserve or	•						
27		d prior tax-exempt bonds. Co	•						
28		d prior taxable bonds. Comple				200			
29		ugh 28)					29		
30		of the issue (subtract line 29				21/4	30		
Part		Refunded Bonds. Complet	····			N/A			
31	-	ighted average maturity of the	•						ears
32	_	ighted average maturity of the				. 💆 .		у	ears
33		which the refunded tax-exempt		(IVIIVI/DL	<i>// (</i>	• 💆 -	······································		
34		funded bonds were issued > (I		A.1.5-			Form 8038-0	men ^	2011
FOT P	aperwork reduction Ac	ct Notice, see separate instru	10001191	Cat. No.	03//35		FORM SOUGH	a (nev. S	-EU10

(4)	
n 80	38-G (Rev. 9-2018)
rt \	
	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract
	(GIC). See instructions
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY)
С	Enter the name of the GIC provider ▶
	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans
	to other governmental units
a	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 bond ▶ (MM/DD/YYYY)
С	Enter the EIN of the issuer of the master pool bond ▶
d	Enter the name of the issuer of the master pool bond ▶
	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
а	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
b	Name of hedge provider ▶
С	Type of hedge ▶
	Term of hedge ▶
	If the issuer has superintegrated the hedge, check box
	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
	If the issuer has established written procedures to monitor the requirements of section 148, check box
а	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 ► (MM/DD/YYYY)
	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge

Signature and Consent

Form 8038-G (Rev. 9-2018)

Part VI

35

36a

37

38a

39

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42

43

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45a

41a b

> > Under penalties of perjury, I declare that I h 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 PTIN

Paid Preparer **Use Only**

Michael Krahenbuhl

Preparer's signature

Date

Check [if

▶ Pinnacle Public Finance Firm's name

Print/Type preparer's name

self-employed

PO1850365

Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255

Firm's EIN ▶ Phone no.

27-3119149 480-419-4800

Form 8038-G (Rev. 9-2018)

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

MONROE TOWNSHIP BOARD OF EDUCATION

- 1) 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.

2) The Certificate Holder should be named as follows:

APPLE INC. and its assigns 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted with Lessor's prior written consent. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to APPLE INC. and its Assigns, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 1 to Master Lease Purchase Agreement dated July 15, 2021

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

LESSEE:

MONROE TOWNSHIP BOARD OF EDUCATION

Signature:

Va Da Cle

Printed Name/Title:

* Dr Dori Alvich / Supt. of Schools

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.)



ESSENTIAL USE CERTIFICATE

1.	Is the equipment to be leased been delivered? Is the equipment to be leased replacing any existing equipment? If YES, how long has the existing equipment been in use? 1-3 years () 4-5 years () 6-7 years () 7+ years
	Why is the existing equipment being replaced? Dbselition
	What will be done with the replaced equipment? Auction Sale
2.	What grade levels, locations and departments will utilize the equipment to be leased? () K-4
	Who will be the principal users of the equipment? (Total of all users below equal 100%.) Students: 70 % () 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? General Fund () Other Fund: () Grant Revenue (detail type of grant): () Other:
	Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's 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 () NO If YES, please provide a copy of Board Minutes or Resolution. 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? () YES If YES, please provide details regarding any non-appropriation:
	leted by: Mrchael C Gorshi Brs. Almin. / Bdr Seco
Title: _ Date:	1/12/
Please	e provide name, email and phone number for the CFO/Finance/Business Manager or other Credit of the for any further questions.



Lessee:

Monroe Township Board of Education

Attention:

Accounts Payable

Invoice Number:

First Payment / 103154

Invoice Due Date:
Amount Due:

7/15/2021

\$536,077.27

Equipment Description: Apple Computer Equipment

Customer Reference Number:

MLA# 1258-1-103154

Payment	Amount
Number	Due
MUINOCI	Due

1

\$536,077.27

Remit to:

Apple Financial Services P.O. Box 028549

Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

Apple Financial Services

Remit to:

Invoice Number:

First Payment / 103154

Apple Financial Services

Due Date:

P.O. Box 028549

Amount Due:

\$536,077.27

7/15/2021

Miami, FL 33102-8549

CERTIFICATE OF COVERAGE	Certificat	e #:	127	Date: June 17, 2021	
Producer / Issuer: Arthur J. Gallagher Risk Mgt. Serv.,Inc. 707 State Road P.O. Box 83	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Princeton, NJ 08540	Companies Affording Coverage				
Insured: Monroe Township Board of Education (Middlesex)	Company A	Nev	v Jersey So	chools Insurance Group	
423 Buckelew Avenue Monroe Township, NJ 08831	Company B				
	Company C				

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
Α	General Liability	P354AL-01	07/01/2020	07/01/2021		
	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	NONE
					PRODUCTS COMP/OP AGG	\$31,000,000
					PERSONAL & ADV INJURY	\$31,000,000
	OCCURRENCE				EACH OCCURRENCE	\$31,000,000
					FIRE DAMGE (Any one fire)	\$31,000,000
Α	Property	P354AL-01	07/01/2020	07/01/2021		
					BLANKET LIMIT (Special Form)	\$249,852,915
					DEDUCTIBLE	\$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS

RE: with respects to Lease Agreement # 1258-1-103154 for Apple Computer Equipment (2900 iPads including Apple Care and Cases) / \$1,608,232.00 Certificate Holder is listed as Additional Insured per Endorsement # 23

Certificate Holder is listed as Loss Payee per Endorsement # 24

Certificate Holder: Apple, Inc. and/or its assigns 8377 E. Hartford Drive - Suite 115 Scottsdale, AZ 85255	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.				
	Authorized Representative: July Day				



New Jersey Schools Insurance Group Educational Risk and Insurance Consortium - North General Change Endorsement

Policy Number:

P354AL-01

Premium: Waived

Named Insured:

Monroe Township Board of Education (Middlesex) 423 Buckelew Avenue
Monroe Township, NJ 08831

Agent:

Arthur J. Gallagher Risk Mgt. Serv.,Inc. 707 State Road P.O. Box 83 Princeton, NJ 08540

Policy Term: July 1, 2020 to July 1, 2021 12:01 AM Eastern Standard Time

It is hereby understood and agreed that:

Section C Persons Insured by the Comprehensive General Liability Coverage NJSIG-G1 is amended to include the person(s) or organization(s) named on the attached Certificate of Insurance as an Additional Insured, but only for the accidents directly caused by the Named Insured's operations or accidents on that part of the premises owned by, rented to, or used by the Named Insured, and only for the Additional Insured's vicarious liability for the Named Insured's acts or omissions. This insurance does not cover the Additional Insured's own negligence (either active or passive) or liability due to its independent acts or omissions.

Effective Date: 06/17/2021

Endorsement Number: 23

Endorsement Issue Date:

06/17/2021

This endorsement should be attached to the existing policy as noted above. All other terms and conditions of the policy remain unchanged.

Jill Deitch

NJSIG Executive Director



New Jersey Schools Insurance Group Educational Risk and Insurance Consortium - North General Change Endorsement

Policy Number:

P354AL-01

Premium:

Waived

Named Insured:

Monroe Township Board of Education (Middlesex) 423 Buckelew Avenue
Monroe Township, NJ 08831

Agent:

Arthur J. Gallagher Risk Mgt. Serv.,Inc. 707 State Road

P.O. Box 83

Princeton, NJ 08540

Policy Term: July 1, 2020 to July 1, 2021 12:01 AM Eastern Standard Time

It is hereby agreed and understood that the policy is amended as follows:

Apple Inc. and its assigns, 8377 East Hartford Drive - Suite 115, Scottsdale, AZ 85255 are listed as Loss Payee with respects to Lease Agreement # 1258-1-103154 for Apple Computer Equipment (2900 iPads including Apple Care and Cases) / \$1,608,232.00

Effective Date: 06/17/2021

Endorsement Number: 24

Endorsement Issue Date:

06/17/2021

This endorsement should be attached to the existing policy as noted above. All other terms and conditions of the policy remain unchanged.

Jill Deitch

NJSIG Executive Director

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