1491 Eastside River Road

Dummer, NH 03588

800-750-1538

Lease Number: 459

## **Municipal Lease Purchase Agreement**

M.S.T. Government Leasing LLC, a New Hampshire Limited Liability Company with a principal location in Dummer, New Hampshire, (the "Lessor"), and the Lessee, indicated on Schedule A attached hereto (the "Lessee") agree to the lease of equipment subject to the terms of this Agreement and all schedules attached hereto (collectively referred to as the "Lease").

In consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

- 1. **EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment listed in <u>Schedule F</u> together with any replacement parts, additions, repairs or accessories now or hereafter permanently incorporated in or affixed to it (the "Equipment") on the terms and conditions set forth herein.
- 2. **TERM.** The term of this Lease is set forth in Schedule A (the "Lease Term")
- 3. COMMENCEMENT AND EXPIRATION. This Lease shall commence upon Lessee's acceptance of the Equipment (the "Commencement Date") and continue until the earlier of (i) the end of the Lease Term; (ii) a permitted termination pursuant to Non-Appropriation of Funds (Paragraph 17); (iii) Lessor's termination of the Lease after Default (Paragraph 19) or (iv) Lessee's proper exercise of its option (Paragraph 20). Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within 90 days after Lessee signs this Lease. Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an "Acknowledgement and Acceptance of Equipment by Lessee" form within 30 days after the Equipment is delivered to Lessee.
- 4. ACCEPTANCE OF EQUIPMENT. Lessee agrees to immediately inspect the Equipment upon receipt of the Equipment and to execute an "Acknowledgment and Acceptance of Equipment by Lessee" form, in the form attached hereto as Schedule B, after the

Equipment has been delivered and after Lessee is satisfied that the Equipment is satisfactory as of the time of inspection in every respect, excluding latent or unknown defects. The "Acknowledgment and Acceptance of Equipment by Lessee" form must be promptly executed and delivered to Lessor within 30 days after the Equipment is delivered to Lessee.

- 5. <u>CONVENANTS OF LESSEE</u>. Lessee represents and warrants to Lessor that as of the date of this Lease and throughout the term of this Lease:
  - (a) Lessee is a public body, politic and corporate within the State in which it is located;
  - (b) Lessee is duly organized and existing under the Constitution and laws of said State, and is duly authorized to execute and carry out its obligations under this Lease;
  - (c) This Lease including all schedules and amendments hereto have been duly authorized, executed and delivered by Lessee;
  - (d) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of payments under this Lease and will not use or permit the use of the Equipment in such a manner as to cause this Lease to be a "private activity bond" or an "arbitrage bond" under the Code; and
  - (e) No provision of this Lease constitutes a pledge of tax or general revenues of Lessee and all lease payments hereunder shall constitute current expenses of the Lessee.
- 6. PAYMENTS: AMORTIZATION SCHEDULE. Lessee agrees to promptly pay the total rent equal to the "Payment Amount" as set forth in Schedule A multiplied by the number of payments specified in "No. of Payments" as set forth in Schedule A. Payments will be made in advance and periodically as specified in Schedule A. Payments shall be made by Lessee at Lessor's address set forth above, or as otherwise directed by the Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding pay period throughout the term of the Lease. If any Payment is not received by Lessor within thirty (30) days after the Payment Date, then Lessee shall pay to Lessor a late payment fee of five percent (5%) of the amount of such delinquent Payment. Lessee agrees that the Amortization Schedule delivered or to be delivered to Lessee shall be incorporated into this Lease. Lessee shall be deemed to have agreed to such Amortization Schedule as of the Commencement Date.

- 7. **DISCLAIMER OF WARRANTIES AND CLAIMS, LIMITATION OF REMEDIES.**THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees as follows:
  - (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;
  - (b) Lessee has fully inspected the Equipment, which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction as of the time of inspection, excluding latent or unknown defects;
  - (c) Lessee acknowledges that the Equipment is leased to Lessee solely for the purpose of performing essential governmental uses and public functions of Lessee within the permissible scope of Lessee's authority and will not be used in a trade or business;
  - (d) If the Equipment is not properly installed, does not operate as represented or warranted by the Supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the Supplier or the manufacturer of the Equipment and not against the Lessor;
  - (e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment;
  - (f) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and
  - (g) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO MAKE LEASE PAYMENTS OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.
- 8. <u>NON-ASSIGNMENT.</u> Lessee agrees that it shall not assign, sublease, pledge or transfer this Lease or sublease the Equipment or any interest therein, or otherwise dispose of the Equipment referenced in this Lease without the prior written consent of the Lessor.
- RELATION BETWEEN THE LESSOR AND THE SUPPLIER. Lessee understands
  and acknowledges that no broker or Supplier or any agent of such is an agent of Lessor. No
  Supplier or agent of such is authorized to waive or alter any term or condition of this Lease

and no representation as to the Equipment made by a Supplier or agent of same shall affect Lessee's duty to pay Lessor the lease payments hereunder.

- 10. **LOCATION.** The Equipment shall be kept at the location set forth in Schedule A and may not be removed without Lessor's prior written consent.
- 11. <u>USE.</u> Lessee shall maintain the Equipment in good operating condition in the same configuration as when accepted, shall use the Equipment solely in the manner for which it is intended and reasonably in compliance with the manufacturer instructions, shall make all necessary repairs at Lessee's expense, shall reasonably comply with all laws relating to its possession, use or maintenance, and shall not unreasonably make any alterations, additions or improvements to the Equipment without the Lessor's prior written consent. Lessee further agrees to comply with all license and copyright requirements of any software used in connection with the Equipment.
- 12. OWNERSHIP; TITLE. Title to the Equipment shall pass to Lessee upon Lessee's acceptance of the Equipment pursuant to this Lease, subject to the rights of Lessor under this Agreement. To secure the payment of Lessee's obligations under this Lease, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including a UCC-1 financing statement in the appropriate office of Lessee's state and similar instruments, in form reasonably satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain a security interest, and upon assignment, the security interest of any assignee of Lessor. Lessor agrees to provide the Equipment to Lessee free of liens, attachments and other encumbrances. All additions, repairs or improvements made to Equipment shall belong to Lessee, subject to the rights of Lessor under this Lease.
- 13. **SURRENDER.** At the expiration of the Lease Term, should the Lessee choose not to exercise its option to purchase the Equipment, the Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear excepted, by delivering it packed, if applicable, and ready for shipment to the Supplier or such other location as is agreed to by the parties.
- 14. LOSS OR DAMAGE. Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of any part of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to make lease payments hereunder or to comply with any other obligation of this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following:

- (a) Replace the same with like equipment in good repair of comparable function, capacity and features, reasonably acceptable to Lessor in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease; or
- (b) Pay Lessor in cash the following: (i) all amounts due from Lessee to Lessor under this Lease up to the date of the loss; and (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to its net present value at a simple interest rate equal to the interest rate set forth on Schedule A and resulting in the amortization of principal and interest as set forth in the attached Amortization Schedule. Upon Lessor's receipt of payment set forth above, Lessee shall be entitled to the Equipment with any warranties made by the Supplier or manufacturer but without any warranties from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.
- 15. INSURANCE: LIENS; TAXES. The Lessee shall at its own expense and for the term of this Lease provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, naming Lessor or its assignee as the loss payee to the extent of Lessor's interest. Lessee also agrees to name Lessor as an additional insured on Lessee's comprehensive general all-risk liability policy or public liability policy, insuring Lessor and Lessee against any and all loss or liability for all damages, either to property, persons or otherwise, which might result from the condition, use or operation of the Equipment, with such limits and with an insurer satisfactory to the Lessor. The Lessee's obligation under this paragraph is limited by the Lessee's limits of liability and substantive areas of liability under the Maine Tort Claims Act or its limits and areas of liability under its insurance, whichever is greater. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days' prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall be evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. Lessee agrees to keep the Equipment free and clear of all liens and encumbrances and to pay any and all charges and taxes imposed by local, state or federal law or authorities arising out of ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee causes or allows events to happen that change the interest income tax-exempt status of this Lease, as provided in the Internal Revenue Code of 1986, as amended, Lessee agrees to pay the "taxable interest rate" retroactive to its Commencement Date. The "taxable interest rate" is defined as that rate that results in the same after-tax yield to the Lessor, or its assigns, as the tax-exempt rate on this Lease, or the highest rate permitted by law, whichever is less.

- 16. <u>ASSIGNMENT BY LESSOR.</u> Lessee agrees that Lessor may assign this Lease after providing written notice to the Lessee of the assignment. Should the Lessor choose to assign the Lease, the assignee shall have all rights and obligations originally afforded Lessor under this Lease. Lessee shall recognize and hereby consents to any assignments of this Lease.
- 17. NONAPPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted for lease payments due under this Lease, the Lessee may elect to terminate this Lease in accordance with this paragraph. Lessee's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Lessee. In the event of such termination, Lessee agrees to peaceably surrender the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications, if applicable, and sent prepaid and insured to the location as is agreed to by the parties. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment. Termination under this Paragraph 17 shall be effective upon the expiration of the applicable fiscal year of the Lease and payment of all lease payments during that fiscal year. Lessee's exercise of its rights under this Paragraph17 shall not affect the survival of any other provisions (other than the obligation to make lease payments beyond the applicable fiscal year) which survive the termination of the Lease.
- 18. **ESCROW ACCOUNT.** At the option of the Lessor, an escrow account may be created at Franklin Savings Bank to hold the Lease proceeds prior to disbursement of funds to the seller of the Equipment. Any interest earned on this account shall be payable to the Lessee. Lessor shall act as the escrow agent and shall disburse funds as appropriate under the other provisions of the Lease. Lessee understands and agrees they have no right of direct access to the funds in said escrow account.
- 19. **DEFAULT.** Lessee shall be in default of this Lease if: (a) Lessee fails to make any payments which are due under the terms of this Lease for a period of ten (10) days after the due date thereof; (b) Lessee fails to abide by any of the provisions of this Lease, and such failure continues for a period of ten (10) days after notice from Lessor; (c) the Equipment or any portion of the Equipment becomes subject to liens, seizures, assignments, transfers, sublease or sale without the prior written consent of the Lessor; (d) Lessee abandons the Equipment or permits any other entity to use the Equipment without the prior written consent of Lessor, (e) Lessee has made any misleading or false statements in connection with application for or performance of this Lease; (f) Lessee defaults in any other agreement it has with Lessor; (g) Lessee assigns its rights in property for the benefit of creditors; or (h) Lessee files a petition under any state or federal bankruptcy or insolvency laws, or any similar law.

- 20. <u>OPTION</u>. Provided that no default or Non-Appropriation of Funds has occurred, Lessee may purchase all (but not less than all) of the Equipment for the Option Price set forth on <u>Schedule A</u> at the end of the Lease Term. If Lessee exercises its option under this paragraph, Lessor shall convey or release to Lessee, all its right, title and/or interest in the Equipment on an "AS-IS, WHERE-IS" basis without any representation or warranty.
- 21. <u>SEVERABILITY</u>. This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other portion or provisions hereof, all of which shall remain in full force and effect.
- 22. <u>TIME OF ESSENCE</u>. Time is of the essence in the performance of all aspects of this Lease; the parties agree that this provision shall not be waived by implication or otherwise should the parties accept performance on a late basis.
- 23. <u>CHOICE OF LAW.</u> The parties agree that the execution, interpretation and performance of this Lease shall be governed by the laws of the State of Maine.
- 24. ENTIRE AGREEMENT: NO WAIVER. This Lease, together with the attached Schedules A-F, constitutes the entire agreement between Lessor and Lessee. No provision of this Lease shall be modified or rescinded unless in writing signed by a representative of all parties hereto. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

IN WITNESS WHEREOF, the parties have caused this Municipal Lease Purchase Agreement to be executed by their duly authorized representatives as an instrument under seal.

| Lessor:                       | Lessee:                                      |
|-------------------------------|--|
| M.S.T. Government Leasing LLC | Mount Desert Island Regional School District |
| Ву:                           | By: Manus Jame El.D.                         |
| Its: Manager                  | Its: Superintendent                          |
| Date:                         | Date: 25 September 2019                      |

Lease Number: 459

## Schedule A – SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS

| LESSEE: Mount Desert Island | d Regional School District |
|-----------------------------|----------------------------|
|-----------------------------|----------------------------|

ADDRESS: 11081 Eagle Lake Road

**Mount Desert ME 04660** 

Lease Term: 5 Years

**Payment Amount: \$71,600.96** 

No. of Payments: 5

**Pay Period: Annual** 

**Advance Payments: 0** 

Lease Value: \$319,202.97

Option Price: \$1.00

Amortization Schedule: (see attached)

Lease Commencement Date: 08/02/2019

First Payment Due: 08/01/2020

| Lessor: M.S.T. Government Leasing LLC | Lessee: Moynt Desert Island Regional School District |
|---------------------------------------|--|
|                                       | 1,5,14   |
| Ву:                                   | By: Mr Musel Jame                                    |
| Merle S. Tilton, Manager              | Marc E Gousse, Ed D. Superintendent                  |
| Date:                                 | Date: 26 September 2019                              |

## Mount Desert Island Regional School District Entire District

Compound Period .....: Annual

Nominal Annual Rate .... : 3.950 %

#### CASH FLOW DATA

|   | Event   | Date       | Amount     | Number | Period | End Date   |
|---|---------|------------|------------|--------|--------|------------|
| 1 | Loan    | 08/02/2019 | 319,202.97 | 1      |        |            |
| 2 | Payment | 08/01/2020 | 71,600.96  | 5      | Annual | 08/01/2024 |

#### AMORTIZATION SCHEDULE - Normal Amortization

| Date                           | Payment    | Interest  | Principal  | Balance    |
|--------------------------------|------------|-----------|------------|------------|
| Loan 08/02/2019<br>2019 Totals | 0.00       | 0.00      | 0.00       | 319,202.97 |
| 1 08/01/2020                   | 71,600.96  | 12,608.52 | 58,992.44  | 260,210.53 |
| 2020 Totals                    | 71,600.96  | 12,608.52 | 58,992.44  |            |
| 2 08/01/2021                   | 71,600.96  | 10,278.32 | 61,322.64  | 198,887.89 |
| 2021 Totals                    | 71,600.96  | 10,278.32 | 61,322.64  |            |
| 3 08/01/2022                   | 71,600.96  | 7,856.07  | 63,744.89  | 135,143.00 |
| 2022 Totals                    | 71,600.96  | 7,856.07  | 63,744.89  |            |
| 4 08/01/2023                   | 71,600.96  | 5,338.15  | 66,262.81  | 68,880.19  |
| 2023 Totals                    | 71,600.96  | 5,338.15  | 66,262.81  |            |
| 5 08/01/2024                   | 71,600.96  | 2,720.77  | 68,880.19  | 0.00       |
| 2024 Totals                    | 71,600.96  | 2,720.77  | 68,880.19  |            |
| Grand Totals                   | 358,004.80 | 38,801.83 | 319,202.97 | n I        |

|     |                           |                                   | AOS 91 - MDIRSS Schedule F  |              |
|-----|---------------------------|-----------------------------------|---|--------------|
|     |                           |                                   |   |              |
| ID# | Building                  | Room                              | 1st Year Equipment  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google   | Serial Numbe |
| 1   | AOS 91 District Office    | Business Office Spare             | Cloud Print-MICR Toner Included   |              |
| 4   | AOS 91 District Office    | Copy Room                         | Color Photo Konica Minolta BH C558 55 CPM <sup>~</sup> RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CiF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console           |              |
| 3   | AOS 91 District Office    | Copy Room                         | Color Photo Konica Minolta BH C558 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console                       |              |
| -   | AOS 91 DISTRICT OTHER     | сору коот                         | Color Network Printer HP 452dn 28 PPM <sup>~</sup> Duplex Sort Second Paper Drawer CIF-Print-Post Script-Airprint-  |              |
| 5   | AOS 91 District Office    | Main Office                       | Google Cloud Print  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google   |              |
| 9   | AOS 91 District Office    | Room 319 MICR                     | Cloud Print-MICR Toner Included  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
| 8   | AOS 91 District Office    | Room 319 MICR                     | Cloud Print-MICR Toner Included   |              |
| 7   | AOS 91 District Office    | Room 319 MICR                     | HP 404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print-MICR Toner Included   |              |
| 6   | AOS 91 District Office    | Room 319 MICR                     | HP 404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print-MICR Toner Included   |              |
| 10  | AOS 91 District Office    | Special Education                 | Color Network Printer HP 452dn 28 PPM~ Duplex Sort Second Paper Drawer CIF-Print-Post Script-Airprint-<br>Google Cloud Print  |              |
| 11  | AOS 91 District Office    | Tech Office                       | HP 404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print-MICR Toner Included   |              |
|     | Ashley Bryan School       | Office 2                          | Table Top Konica Minolta BH 4422 46 CPM <sup>~</sup> Black Photo RADF Duplex 500 Sheets Paper Sort CIF-Print-Scan-  |              |
| 12  | Ashiey Bryan SCROOL       | Office 2                          | Fax-Post Script-Google Cloud Print  |              |
| 13  | Ashley Bryan School       | Principal's Office                | Color MFP Konica Minolta BH c3350i 35 CPM <sup>~</sup> Table Top with Stand RADF Duplex 2-Paper Drawers Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print |              |
| 15  | Conners-Emerson<br>School | Art Room                          | Color Network Printer HP 452dn 28 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print   |              |
|     | Conners-Emerson           |                                   | HP 404dn 40 PPM Black Network Printer Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
| 16  | School<br>Conners-Emerson | Boardman                          | Cloud Print  Color Network Printer HP 452dn 28 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google  |              |
| 17  | School                    | Computer Lab                      | Cloud Print   |              |
| 20  | Conners-Emerson           | Comment Office                    | Color Photo Konica Minolta BH C558 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch   |              |
| 20  | School<br>Conners-Emerson | Conners Office                    | CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google                |              |
| 21  | School School             | Emerson Office                    | Cloud Print  Venter Minelle Bill 200 BB CDM Block Bhates BADE Burley (I CT if under 1 500 Consilty) Fisishes 3 Hele   |              |
| 22  | Conners-Emerson<br>School | Emerson Teachers' Room            | Konica Minolta BH 808 80 CPM Black Photo* RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CiF-Print-Scan-Post Script-Hard Drive for Secure Print Google Cloud Print Console                     |              |
| 22  | Conners-Emerson           | French Class                      | HP 404dn 40 PPM Black Network Printer Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
| 23  | School<br>Conners-Emerson | French Class                      | Cloud Print  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
| 24  | School                    | Gabel-Richards                    | Cloud Print   |              |
| 25  | Conners-Emerson<br>School | Grade 4 Hallway                   | Color Network Printer HP 553dn 40 PPM~ Duplex Sort 550 Paper Drawer CIF-Print-Post Script-Airprint-<br>Google Cloud Print   |              |
| 26  | Conners-Emerson<br>School | Lower Hallway                     | Konica Minolta BH 658e 65 CPM Black Photo~ RADF Duplex 2-500 Sheet Drawers and 1-1,000 Sheet Drawer Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print Google Cloud Print Console |              |
|     | Conners-Emerson           |                                   | Color Photo Konica Minolta BH C558 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch   |              |
| 28  | School                    | Office Hall                       | CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google                |              |
| 30  | Conners-Emerson<br>School | Room 20                           | Cloud Print   |              |
| 24  | Conners-Emerson           | Page 21 Carry Page                | Color Network Printer HP 452dn 28 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google   |              |
| 31  | School<br>Conners-Emerson | Room 21 Copy Room                 | Cloud Print  HP 404dn 40 PPM Black Network Printer** Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google   |              |
| 32  | School<br>Conners-Emerson | Room 32<br>Room 32 (New one in E- | Cloud Print  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
|     | School                    | 04)                               | Cloud Print   |              |
| 34  | Conners-Emerson<br>School | Room E-02                         | HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print   |              |
|     | Conners-Emerson<br>School | Room E-03 Frels                   | HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print   |              |
|     | Conners-Emerson<br>School | Room E-05                         | HP 404dn 40 PPM Black Network Printer Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print  |              |
|     | Conners-Emerson<br>School | Room E-06                         | HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print   |              |
|     | Conners-Emerson           |                                   | HP 404dn 40 PPM Black Network Printer Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
|     | School<br>Conners-Emerson | Room E-07 Macko                   | Cloud Print  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
|     | School<br>Conners-Emerson | Room E-09                         | Cloud Print  HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |              |
| 41  | School<br>Conners-Emerson | Room E-10                         | Cloud Print HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google   |              |
| 42  | School                    | Room E-12 Hanna                   | Cloud Print   |              |
|     | Conners-Emerson<br>School | Sped                              | HP 404dn 40 PPM Black Network Printer Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print  |              |

|       | AOS 91 - MDIRSS                    |                             |  |               |  |  |
|-------|------------------------------------|-----------------------------|--|---------------|--|--|
|       |                                    |                             | Schedule F   |               |  |  |
| ID #  | Building                           | Room                        | 1st Year Equipment   | Serial Number |  |  |
| 46    | Frenchboro Elementar<br>School     | y<br>Main Office            | Color MFP Konica Minolta BH c3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawers Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |  |  |
| 47    | Frenchboro Elementar<br>School     | Main Office                 | Table Top Konica Minolta BH 4422 46 CPM <sup></sup> Black Photo RADF Duplex 500 Sheets Paper Sort CIF-Print-Scan-<br>Fax-Post Script-Google Cloud Print  |               |  |  |
| 49    | Longfellow School                  | Office                      | Color MFP Konica Minolta BH c3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawers Sort Max   |               |  |  |
|       | Mt. Desert Elementary              |                             | paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Konica Minolta 4402p 46 PPM Black Network Printer* Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-                                      |               |  |  |
| 51    | School<br>Mt. Desert Elementary    |                             | Airprint-Google Cloud Print  Konica Minolta 4402p 46 PPM Black Network Printer** Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-   |               |  |  |
| 54    | School Mt. Desert Elementary       | Grade 4-6 Lobby             | Airprint-Google Cloud Print  Color Network Printer HP 553dn 40 PPM <sup>~</sup> Duplex Sort 550 Paper Drawer CIF-Print-Post Script-Airprint-   |               |  |  |
| 56    | School                             | Grade 7-8 Lobby             | Google Cloud Print  Google Cloud Print   |               |  |  |
| 58    | Mt. Desert Elementary<br>School    | Grades K-3 Lobby            | Color Photo Konica Minolta BH C658 65 CPM~ RADF Duplex 2-500 Paper Drawers 1-1000 Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print Console                             |               |  |  |
| 61    | Mt. Desert Elementary<br>School    | Main Office                 | Color Photo Konica Minoita BH C558 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console  |               |  |  |
| 62    | Mt. Desert Elementary<br>School    |                             | HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |               |  |  |
|       | Mt. Desert Elementary              | Maintenance Office          | Cloud Print Table Top Konica Minolta BH 4422 46 CPM~ Black Photo RADF Duplex 500 Sheets Paper Sort CIF-Print-Scan-   |               |  |  |
| 64    | School                             | Room 141 Kitchen Office     | Fax-Post Script-Google Cloud Print (Small work area)   |               |  |  |
| 67    | Mt. Desert Elementary<br>School    | Teachers' Room              | Color Photo Konica Minoita BH C658 65 CPM~ RADF Duplex 2-500 Paper Drawers 1-1000 Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print Console                             |               |  |  |
| 69    | Mt. Desert Island High<br>School   | Adult Education             | Color Photo Konica Minolta BH C458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |  |  |
| 72    | Mt. Desert Island High<br>School   |                             | Konica Minoita 4402p 46 PPM Black Network Printer* Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-   |               |  |  |
|       | Mt. Desert Island High             | Copy Room Up                | Airprint-Google Cloud Print (No 11 X 17 or Finisher)  Konica Minoita BH 808 80 CPM Black Photo~ RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole  |               |  |  |
| 73    | School Mt. Desert Island High      | Copy Room Up                | Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print Google Cloud Print Console  |               |  |  |
| 74    | School                             | Guidance Office             | Konica Minolta BH 458e 45 CPM Black Photo* RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-<br>Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |  |  |
| 75    | Mt. Desert Island High<br>School   | Gym Office                  | Color Network Printer HP 452dn 28 PPM" Duplex Sort Second Paper Drawer CIF-Print-Post Script-Airprint-<br>Google Cloud Print   |               |  |  |
| 79    | Mt. Desert Island High<br>School   | Library                     | Konica Minolta BH 458e 45 CPM Black Photo* RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-   |               |  |  |
| 78    | Mt. Desert Island High             | Library                     | Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print Konica Minoita 4702p 50 PPM Black Network Printer Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-  |               |  |  |
| 81    | Mt. Desert Island High             | Main Office                 | Airprint-Google Cloud Print (No 11 X 17 or Finisher)  Color Photo Konica Minolta BH C458 45 CPM* RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch  |               |  |  |
|       |                                    | Ivialii Ollice              | CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |  |  |
| 80    |                                    | Main Office                 | Color MFP Konica Minolta BH c3350i 35 CPM" Table Top with Stand RADF Duplex 2-Paper Drawers Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |  |  |
| 83    | Mt. Desert Island High<br>School   | Main Office                 | HP 404dn 40 PPM Black Network Printer™ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print  |               |  |  |
| 87    | Mt. Desert Island High             |                             | HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google  |               |  |  |
|       | Mt. Desert Island High             | Nurse Office                | Cloud Print Color Network Printer HP 452dn 28 PPM~ Duplex Sort Second Paper Drawer CIF-Print-Post Script-Airprint-   |               |  |  |
| 91    | School Mt. Desert Island High      | Room 130                    | Google Cloud Print  Color Photo Konica Minolta BH C458 45 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch  |               |  |  |
| 92    | School 5<br>Mt. Desert Island High | Special Education           | CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |  |  |
| 95    | -                                  | Teachers' Lunch Room        | Konica Minolta BH 808 80 CPM Black Photo* RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole<br>Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print Google Cloud Print Console   |               |  |  |
|       | Mt. Desert Island High<br>School   |                             | Color Photo Konica Minoita BH C658 65 CPM~ RADF Duplex 2-500 Sheet Drawers 1-1000 Sheet Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console                         |               |  |  |
|       | Pemetic Elementary                 |                             | Color Photo Konica Minolta BH C658 65 CPM~ RADF Duplex 2-500 Sheet Drawers 1-1000 Sheet Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console                         |               |  |  |
|       | Pemetic Elementary                 |                             | Color Photo Konica Minolta BH C658 65 CPM~ RADF Duplex 2-500 Paper Drawers 1-1000 Paper Drawer 11 X  |               |  |  |
|       | School C<br>Pemetic Elementary     | opy koom 2nd Floor          | 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print Console   |               |  |  |
| 100   |                                    | vain Office                 | HP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print  Copies Minels 4703-50 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google |               |  |  |
| 99 5  | School N                           | rain Office                 | Konica Minolta 4702p 50 PPM Black Network Printer <sup>22</sup> Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-<br>Airprint-Google Cloud Print   |               |  |  |
| 102 5 | School S                           | oom 125 (move to K-2   PED) | HP 404dn 40 PPM Black Network Printer** Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print   |               |  |  |
| 103 9 |                                    | oom 215                     | Konica Minolta 4402p 46 PPM Black Network Printer <sup>™</sup> Duplex 2nd Paper Drawer-Sort CIF-Print-Post Script-<br>Airprint-Google Cloud Print  |               |  |  |
| 104 5 |                                    | pom 231                     | IP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google<br>Cloud Print   |               |  |  |
| 105 5 |                                    | pom 237                     | IP 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print  |               |  |  |
|       | emetic Elementary                  |                             | P 404dn 40 PPM Black Network Printer* Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google   |               |  |  |
| 200 3 |                                    | Phen ahen 500               | Cloud Print  |               |  |  |

|     |                                   |                     | AOS 91 - MDIRSS  |               |
|-----|-----------------------------------|---------------------|--|---------------|
|     |                                   |                     | Schedule F   |               |
|     |                                   |                     |  |               |
| ID# | Building                          | Room                | 1st Year Equipment   | Serial Number |
| 107 | Swans Island<br>Elementary School | Copy Room           | Konica Minolta 308e 30 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-<br>Scan-Fax-Post Script-Google Cloud Print   |               |
| 108 | Swans Island<br>Elementary School | Library             | Color Network Printer HP 452dn 28 PPM~ Duplex Sort 300 Paper Supply CIF-Print-Post Script-Airprint-Google Cloud Print  |               |
| 109 | Swans Island<br>Elementary School | Main Office         | Color MFP Konica Minoita BH c3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawers Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print                |               |
| 110 | Tremont Consolidated<br>School    | Main Office         | Color MFP Konica Minolta BH c3350i 35 CPM~ Table Top with Stand RADF Duplex 2-Paper Drawers Sort Max paper 8 1/2 X 14 CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print                |               |
| 111 | Tremont Consolidated<br>School    | Main Office         | HP 404dn 40 PPM Black Network Printer Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print   |               |
| 112 | Tremont Consolidated<br>School    | Main Office Hall    | Konica Minolta BH 808 80 CPM Black Photo~ RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print Google Cloud Print Console                        |               |
| 113 | Tremont Consolidated<br>School    | Principal's Office  | HP 404dn 40 PPM Black Network Printer~ Duplex 300 Paper Supply Sort CIF-Print-Post Script-Airprint-Google Cloud Print  |               |
| 114 | Tremont Consolidated<br>School    | Teachers' Room Hall | Color Photo Konica Minolta BH C558 55 CPM <sup></sup> RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print Console                   |               |
| 115 | Trenton Elementary<br>School      | 8th Grade Wing Hall | Konica Minolta BH 458e 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-<br>Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |
| 116 | Trenton Elementary<br>School      | Hallway of Room 107 | Konica Minolta BH 458e 45 CPM Black Photo~ RADF Duplex 4-Paper Drawer Finisher 3-Hole Punch CIF-Print-<br>Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print  |               |
| 117 | Trenton Elementary<br>School      | Main Office         | Color Photo Konica Minolta BH C658 65 CPM~ RADF Duplex 2-500 Sheet Drawers 1-1000 Sheet Drawer 11 X 17 Finisher 3-Hole Punch CIF-Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Google Cloud Print Console |               |
| 119 | Trenton Elementary School         | Room 202            | Color Photo Konica Minolta BH C658 65 CPM~ RADF Duplex 2-500 Paper Drawers 1-1000 Paper Drawer 11 X  17 Finisher 3-Hole Punch CIF-Print-Scan-Post Script-Hard Drive for Secure Print-Google Cloud Print Console    |               |



Lease Number: 459

Date: 25 September 2019

#### Schedule B - ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

**Equipment: See Schedule F** 

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes, excluding latent or unknown defects. Lessee hereby accepts the Equipment unconditionally and irrevocably from Lessor but waives no rights against supplier or manufacturer.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment is not being leased on any type or form of trial or rental basis.

Lessee: Mount Desert Island Regional School District

By: Muny Eum t

Marc E Gousse, Ed.D. Superintendent

#### Lease Number: 459

#### <u>Schedule C – INSURANCE VERIFICATION</u>

Paragraph 15 of the Lease states that you must carry insurance on the Equipment. Your insurance company shall name M.S.T. GOVERNMENT LEASING, LLC, 1491 EASIDE RIVER ROAD, DUMMER, NH 03588, its successors and/or assigns as the loss payee to the extent of its interest if the equipment is damaged. Please fillout the information below to ensure this takes place. You are responsible for contacting your insurance agent to set this up. Please have a binder sent to us.

This is to confirm that the Equipment under Lease Purchase Agreement No. 459 is or will be insured for all risks of loss or damage from every cause whatsoever, and the Lessee shall also carry public liability insurance, person injury insurance and property damage insurance covering the Equipment.

All such insurance shall be provided in accordance with the requirements of paragraph 15 of the Lease. M.S.T. Government Leasing, LLC and/or its Assignee shall be named to the extent of its interest "LOSS PAYEE" on the loss or damage coverage and "ADDITIONAL INSURED" on the lability coverage.

A binder describing the insurance will be sent to M.S.T. GOVERNMENT LEASING, LLC and/or its Assignee by mail and/or Fax: 603-262-1931

AGENCY: Alliant Insurance Services, Inc

ADDRESS: 1301 Dove Street, Suite 200, Newport Beach, CA 92660

Agent's Name: Anita Flockemer

Phone: (949) 756-0271

Insurance Co. MSMA Property & Casualty Trust

Policy No. MSMA0001920

Expiration Date: July 1, 2020

WE MUST HAVE A CERTIFICATE OF INSURANCE IN HOUSE PRIOR TO FUNDING

#### Request for Certificate of Insurance

TO:

**Insurance Company:** Alliant Insurance Services, Inc.

> 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436

**Contact Name:** 

Heidi Newell (949) 756-0271 (949) 756-2713

Telephone Number: Fax Number:

FROM:

Customer/Lessee Name:

Mount Desert Island Regional School District

11081 Eagle Lake Road MT. Desert ME 04660

Contact Name:

Marc E Gousse, Ed. D.,, Superintendent of

Telephone Number:

Schools (207) (207) 549-3261

Fax Number:

(207) 549-3082

Mount Desert Island Regional School District ("Lessee") is in the process of financing certain equipment from M.S.T. Government Leasing, LLC ("Lessor"). In order to facilitate this transaction, please submit a Certificate of Insurance to:

M.S.T. Government Leasing, LLC 1491 East Side River Road Dummer, New Hampshire

Attention: Jack Day Fax Number: (207) 743-5377

03588

Phone Number: (888) 725-2207 x1040

Norway Savings Bank

Attn: Skip Tilton

Lessee requests that M.S.T. Government Leasing, LLC and Norway Bank be listed as INSUREDS as to public liability coverage and CO-LOSS PAYEES as to property coverage. A copy of said certificate should be forwarded to M.S.T. Government Leasing, LLC and Norway Savings Bank as described below.

NOTE: Coverage is to include (I) insurance against all risks of physical loss or damage to the Equipment (including theft) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, M.S.T. Government Leasing, LLC and Norway Bank are to receive 30 days' prior written notice of cancellation or material change in coverage.

#### Please fax this completed information to both:

M.S.T. Government Leasing, LLC

Attn: Jessica Paradis

Fax Number: (603) 262-1931

Phone Number: 800-750-1538

Attention: Jack Day

Fax Number: (207) 743-5377

Norway Savings Bank

Phone Number: (888) 725-2207 x1040

x1

Please contact the person above if you have any questions.

Thank you!

Mount Desert Island Regional School District

Name: Marc E Gousee Ed. D.

Title: Superintenden of Schools

Lease Number: 459

#### <u>Schedule D – ESSENTIAL USE STATEMENT</u>

It is represented to Lessor that the Equipment will be used by Lessee for the Following Purposes:

<u>Reprographics</u> and the use of the Equipment is essential to its proper, efficient and economic operation. The expense is an ordinary and necessary expense of the Lessee and the use of the Equipment is essential to the proper, efficient and economic operation of the Lessee.

#### **Appropriation Certificate**

The Lessee hereby certifies that all payments due for the fiscal year ending June 30<sup>th</sup>, 2020 are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Date: 15 Siphuhu 2019

Lessee: Mount Desert Island Régional School District

Marc E Gousse, Ed.D., Superintendent

Lease Number: 459

#### Schedule E – Tax Statement

Lessee further covenants to Lessor as follows:

Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code").

The Equipment will be used for a governmental or proprietary purpose of Lessee and will not be used in a trade or business of any person or entity other than the Lessee.

The Equipment will have a useful life in the hands of the Lessee that is in excess of the term of the Lease.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Section 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of the Lease Purchase Payments from gross income for the purpose of Federal Income Taxation.

Lessee will use the Equipment as soon as practicable and with all reasonable dispatch for the purpose for which this Lease has been entered into. No part of the proceeds of this Lease shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of this Lease, would have caused any portion of the Lease to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265 (b)(3)(B) of the Code, as amended. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Lease (the "Issuance Year") is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of recognition bond counsel acceptable to Lessor that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Lease is not a private activity bond as defined in Section 141 of the Code, as amended: 95% or more of the net proceeds of this Lease will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued by the Lessee and all subordinate

MI

entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000.000 of tax-exempt bonds (including this Lease, but excluding private activity bonds) during the Calendar Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the excludability of the interest on the Lease from gross income for federal tax purposes will not be adversely affected.

Upon Lessor's request, Lessee shall, at its own expense, provide an opinion of recognized bond counsel acceptable to Lessor as to the above representations prior to acceptance of Equipment.

EID, Date: IS Sistempy 1019

Lessee: Mount Desert Island Regional School District

Marc E Gousse, Ed.D., Superintendent

| ALCOHOL: N. C.  |   |                           |                 |   |                    |
|---|---|---------------------------|-----------------|---|--------------------|
|   |   |                           |                 |   |                    |
| UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS   |   |                           |                 |   |                    |
| A. NAME & PHONE OF CONTACT AT FILER (optional)  |   |                           |                 |   |                    |
| B. E-MAIL CONTACT AT FILER (optional)   |   |                           |                 |   |                    |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)   | -   |                           |                 |   |                    |
| Specialized Purchasing Consultants 1491 East Side River Road Dummer, NH 03588 Attn: Jessica PAradis   | 7   |                           |                 |   |                    |
| Attn: Jessica Paradis   |   |                           |                 |   |                    |
|   |   | THE ABOVE S               | PACE IS FO      | R FILING OFFICE USE   | ONLY               |
| DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use examame will not fit in line 1b, leave all of item 1 blank, check here and part of the manual of the manu     | act, full name; do not omit, modi<br>provide the Individual Debtor info | fy, or abbreviate any par | t of the Debtor | 's name); if any part of the Ir                                   | ndividual Debtor's |
| 1a. ORGANIZATION'S NAME  Mount Desert Island Regional School D  | istrict   |                           |                 |   |                    |
| 1b. INDIVIDUAL'S SURNAME  | FIRST PERSONAL NA   | ME                        | ADDITIO         | NAL NAME(S)/INITIAL(S)  | SUFFIX             |
| 10. MAILING ADDRESS 11081 Eagle Lake Road   | Mount Dese  |                           | STATE           | POSTAL CODE <b>04660</b>  | COUNTRY            |
| 2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exa  |   |                           |                 |   | dividual Debtor's  |
|   | provide the Individual Debtor info                                      |                           |                 |   |                    |
| OR 2b. INDIVIDUAL'S SURNAME   | EIROT DEDOONAL NA   | A A P                     | ADDITION        | NAL BIART (OVERHETIAL (O)   | Tourse.            |
| 20. INDIVIDUAL S SURNAME  | FIRST PERSONAL NA   | ME                        | ADDITIO         | NAL NAME(S)/INITIAL(S)  | SUFFIX             |
| 2c. MAILING ADDRESS   | CITY  |                           | STATE           | POSTAL CODE   | COUNTRY            |
| 3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR  | SECURED PARTY): Provide (   | only one Secured Party r  | ame (3a or 3b   |   |                    |
| 3a. ORGANIZATION'S NAME   |   |                           |                 |   |                    |
| Norway Savings Bank  3b. INDIVIDUAL'S SURNAME   | FIRST PERSONAL NA   | ME                        | ADDITION        | NAL NAME(S)/INITIAL(S)  | SUFFIX             |
|   |   |                           | 7.55            | ,   |                    |
| 3c. MAILING ADDRESS 261 Main Streeet  | Norway  |                           | STATE<br>ME     | POSTAL CODE <b>04268</b>  | COUNTRY            |
| 4. COLLATERAL: This financing statement covers the following collateral:  |   |                           |                 | L   |                    |
|   |   |                           |                 |   |                    |
| Check ask if applicable and the development in the control of the | T   |                           |                 |   |                    |
| <ul> <li>Check only if applicable and check only one box: Collateral is  held in a</li> <li>Check only if applicable and check only one box:</li> </ul>   | Trust (see UCC1Ad, item 17 an   |                           |                 | ed by a Decedent's Personal<br>applicable and check <u>only</u> o |                    |
| Public-Finance Transaction Manufactured-Home Transaction  | n A Debtor is a Tran  |                           | Agricultu       | _   |                    |
| . ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor  | Consignee/Consignor   | Seller/Buyer              |                 |   | see/Licensor       |
| B. OPTIONAL FILER REFERENCE DATA:   |   |                           |                 |   |                    |

# Form 8038-G

Department of the Treasury

Internal Revenue Service

# **Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► 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.

OMB No. 1545-0720

| Par  | TI Reporting Auth                               | ority                                      |  |               | If Amended F                  | Return, c             | heck here         | - 🗆     |
|--|---|--|--|---------------|-------------------------------|-----------------------|-------------------|---------|
| 1  | Issuer's name                                   |  |  |               |                               |                       | tification number |         |
| Mour   | nt Desert Island Regional S                     | school District                            |  |               |                               | 01-0277               | 426               |         |
| 3a   | Name of person (other than issu                 | er) with whom the IRS may communicate      | ate about this return (see i             | nstructions)  | 3b Telephone r                | umber of o            | ther person show  | n on 3a |
| Jessi  | ica Paradis                                     |  |  |               |                               | 800-750- <sup>-</sup> | 1538              |         |
| 4  | Number and street (or P.O. box                  | if mail is not delivered to street address | s)                                       | Room/suite    | 5 Report num                  | ber (For IR           | S Use Only)       |         |
| P.O. I   | BOx 60  |  |  |               |                               |                       | 3                 |         |
| 6  | City, town, or post office, state,              | and ZIP code                               |  |               | 7 Date of Issu                | le                    |                   |         |
| Moun   | nt Desert, ME 04660                             |  |  |               |                               | 08/02/20              | )19               |         |
| 8  | Name of issue                                   |  |  |               | 9 CUSIP num                   | ber                   |                   |         |
| Moun   | nt Desert Island Regional S                     | chool District Lease 459, dated (          | 08/02/2019                               |               |                               | none                  |                   |         |
|  | Name and title of officer or othe instructions) | r employee of the issuer whom the IRS      | may call for more informa                | tion (see     | 10b Telephone r<br>employee s |                       |                   |         |
| The same of the sa | y Thurlow, Business Mana                        |  |  |               |                               |                       |                   |         |
| Par  |   | enter the issue price). See                | the instructions and                     | attach sche   | edule.                        |                       |                   |         |
| 11   |   |  |  |               |                               | 11                    | 319,202           | 97      |
| 12   |   |  |  |               |                               | 12                    |                   |         |
| 13   |   |  |  |               |                               | 13                    |                   |         |
| 14   | Public safety                                   |  |  |               |                               | 14                    |                   |         |
| 15   | Environment (including                          | sewage bonds)                              |  |               |                               | 15                    |                   |         |
| 16   | Housing   |  |  |               |                               | 16                    |                   |         |
| 17   | Utilities                                       |  |  | 2 100         | Q Q                           | 17                    |                   |         |
| 18   | Other. Describe -                               |  |  |               |                               | 18                    |                   |         |
| 19a  | If bonds are TANs or RA                         | ANs, check only box 19a                    |  |               | , , . 🕨 🗖                     |                       |                   |         |
| b  | If bonds are BANs, che                          | ck only box 19b                            |  |               | ▶ □                           |                       |                   |         |
| 20   | If bonds are in the form                        | of a lease or installment sale,            | check box                                |               | ▶ □                           |                       |                   |         |
| Part   | Description of I                                | Bonds. Complete for the en                 | tire issue for whicl                     | h this form   | is being filed.               |                       |                   |         |
|  | (a) Final maturity date                         | (b) Issue price                            | (c) Stated redempti<br>price at maturity |               | (d) Weighted average maturity |                       | (e) Yield         |         |
| 21   | 08/02/2024                                      | \$ 319,202.97                              |  | ,202.97       | 5 years                       | 3                     | 3.9               | 5 %     |
| Part   | IV Uses of Procee                               | ds of Bond Issue (includin                 | g underwriters' d                        | liscount)     |                               |                       |                   |         |
| 22   | Proceeds used for accr                          |  |  |               |                               | 22                    | 319,202           | 97      |
| 23   | Issue price of entire issue                     | ue (enter amount from line 21,             | column (b))                              | 9 - 9         |                               | 23                    |                   |         |
| 24   | Proceeds used for bond                          | d issuance costs (including und            | derwriters' discount)                    | 24            |                               |                       |                   |         |
| 25   | Proceeds used for cred                          | it enhancement                             |  | 25            |                               |                       | 1                 |         |
| 26   | Proceeds allocated to re                        | easonably required reserve or              | replacement fund .                       | 26            |                               |                       | - 1               |         |
| 27   | Proceeds used to refun                          | d prior tax-exempt bonds. Cor              | nplete Part V                            | 27            | 66,489 0                      | 5                     |                   |         |
| 28   | Proceeds used to refun                          | d prior taxable bonds. Comple              | te Part V                                | 28            |                               |                       |                   |         |
| 29   | Total (add lines 24 throu                       |  |  |               |                               | 29                    | 66,489            | 05      |
| 30   | Nonrefunding proceeds                           | of the issue (subtract line 29 f           | rom line 23 and ente                     | r amount h    | ere)                          | 30                    | 252,713           | 92      |
| Part   | V Description of F                              | Refunded Bonds. Complete                   | this part only for                       | refunding     | bonds.                        |                       |                   |         |
| 31   | Enter the remaining wei                         | ghted average maturity of the t            | tax-exempt bonds to                      | be refunde    | ed 🕨                          | .09                   | 97260 ye          | ears    |
| 32   | Enter the remaining wei                         | ghted average maturity of the t            | taxable bonds to be                      | refunded      | 📂                             |                       | ye                | ears    |
| 33   | Enter the last date on w                        | hich the refunded tax-exempt               | bonds will be called                     | (MM/DD/Y      | YYY) 🕨                        |                       | 08/02/2019        |         |
| 34   |   | unded bonds were issued 🟲 (N               |  |               | 08/02/20                      | 15                    |                   |         |
| For Pa   | aperwork Reduction Ac                           | t Notice, see separate instru              | ctions.                                  | Cat. No. 6377 | 738                           | Form 8                | 038-G (Rev. 9-    | -2018)  |



| Form | 8038-G | (Rev  | 0_2018) |
|------|--------|-------|---------|
|      | 0030-0 | INOV. | 3-20101 |

Page 2

| Part             | VI  | /liscellaneous   |                          |                     |         |               |         |                    |       |       |
|------------------|---|--|--------------------------|---------------------|---------|---------------|---------|--------------------|-------|-------|
| 35               | Enter   | he amount of the state volume c  | ap allocated to the issu | ue under section 14 | 1(b)(5) |               | 35      |                    |       |       |
| 36a              | (GIC).  | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions  |                          |                     |         |               | 36a     |                    |       |       |
| b                | Enter t   | Enter the final maturity date of the GIC ► (MM/DD/YYYY)  |                          |                     |         |               |         |                    |       |       |
| C                | Enter the name of the GIC provider  |  |                          |                     |         |               |         |                    |       |       |
| 37               | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units |  |                          |                     |         |               |         |                    |       |       |
| 38a              | If this issue is a loan made from the proceeds of another tax-exempt issue, check box 🕨 🗌 and enter the following information   |  |                          |                     |         |               |         |                    |       | lion: |
| b                | Enter t   | Enter the date of the master pool bond ► (MM/DD/YYYY)  |                          |                     |         |               |         |                    |       |       |
| C                | Enter t   | Enter the EIN of the issuer of the master pool bond  |                          |                     |         |               |         |                    |       |       |
| d                | Enter the name of the issuer of the master pool bond  |  |                          |                     |         |               |         |                    |       |       |
| 39               |   | the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box   |                          |                     |         |               |         |                    |       |       |
| 40               | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box   |  |                          |                     |         |               |         |                    |       |       |
| 41a              |   | If the issuer has identified a hedge, check here   and enter the following information:  |                          |                     |         |               |         |                    |       |       |
| b                | Name  | Name of hedge provider ►   |                          |                     |         |               |         |                    |       |       |
| C                | Type o  | Type of hedge ▶  |                          |                     |         |               |         |                    |       |       |
| d                |   | erm of hedge   |                          |                     |         |               |         |                    |       |       |
| 42               | If the is   | f the issuer has superintegrated the hedge, check box  |                          |                     |         |               |         |                    |       |       |
| 43               | If the  | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated  |                          |                     |         |               |         |                    |       |       |
|                  | according to the requirements under the Code and Regulations (see instructions), check box                                      |  |                          |                     |         |               |         |                    |       |       |
| 44               | If the is   | If the issuer has established written procedures to monitor the requirements of section 148, check box   |                          |                     |         |               |         |                    |       |       |
| 45a              | If some portion of the proceeds was used to reimburse expenditures, check here 🕨 🗌 and enter the amount                         |  |                          |                     |         |               |         |                    |       |       |
|                  | of reim   | of reimbursement   |                          |                     |         |               |         |                    |       |       |
| b                | Enter the date the official intent was adopted ► (MM/DD/YYYY)   |  |                          |                     |         |               |         |                    |       |       |
| Signature<br>and |   | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, conject, 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. |                          |                     |         |               |         |                    |       |       |
| Consent          |   | Marc E. Gousse, Ed. D. Superintendent  |                          |                     |         |               |         |                    |       |       |
|                  |   | Signature of issuer's authorized repre   | esentative               | Date                |         | rint name and |         | perinteriae        | arc.  | _     |
| Paid             |   | Print/Type preparer's name   | Preparer's signature     |                     | Date    |               | □if     | PTIN               |       | _     |
| Palu<br>Prepa    | arer  | Jessica Paradis  |                          |                     |         |               | nployed |                    |       |       |
| Jse Only         |   | Firm's name ► Specialized Purchasing Consultants   |                          |                     |         | Firm's EIN ▶  |         |                    |       |       |
|                  | ,   | Firm's address ► 1491 East Side Ri   | iver Road, Dummer, NH    | 03588               |         | Phone no.     |         | <b>00-750-15</b> 3 |       | _     |
|                  |   |  |                          |                     |         |               | Form R  | 038_G /Pa          | w 0_2 | 04.0\ |

Form **8038-G** (Rev. 9-2018)