

LEASE WITH OPTION TO PURCHASE AGREEMENT

Lessee:
Green Township School District
69 Mackerley Road
Greendell, NJ 07839

Lessor:
Municipal Capital Finance
4600 Broadway
Allentown, PA 18104

Dated as of April 13, 2022

This Lease with Option to Purchase Agreement dated as of the date listed above is between Univest Capital, Inc. d/b/a Municipal Capital Finance and Lessee listed directly above. Lessor desires to lease the Equipment described in Exhibit "A" to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of this Agreement which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease with Option to Purchase Agreement. "Budget year" means the Lessee's fiscal year. "Commencement Date" is the date when Lessee's obligation to pay rent begins. "Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements. "Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement. "Lessor" means the entity originally listed above as Lessor or any of its assignees. "Lease Term" means the Original Term and all Renewal Terms. "Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee. "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget year. "Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B". "State" means the state in which Lessee is located. "Governing Law" means the laws of the State.

II. Lessee Warranties

Section 2.01. Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees: (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code"). Lessee is authorized under the Constitution and laws of the State to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Lessee has followed all proper procedures of its governing body in executing this Agreement. The officer of Lessee executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Lessee in accordance with its terms. (b) Lessee shall use the Equipment only for essential, traditional government purposes. (c) Lessee has never non-appropriated funds under an agreement similar to this Agreement. (d) Lessee presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Lessor, Lessee will provide to Lessor with current financial statements. (f) Lessee intends and agrees that a facsimile copy and or an electronic signature of this Agreement may be treated as an original and will be admissible as the best evidence of the Agreement. However, no facsimile copy or electronic signature or other version of this Agreement shall be binding against Lessor until signed by Lessor. Lessee agrees to deliver the facsimile copy or electronic signature version of this Agreement with Lessee's original signature to Lessor upon Lessor's request. (g) Should the interest portion of any Rental Payments under any Lease cease for any reason to be excludable from gross income for federal income tax purposes, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on such Lease and Rental Payments to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt. (h) Lessee will submit to the Department of the Treasury an information reporting statement as required by the Code with respect to each Lease. (i) Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Agreement) in the amount of more than \$10,000,000 during the current calendar year; hereby designates this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition. Lessee shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment.

Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand. A portion of each Rental Payment constitutes interest as set forth on Exhibit "B".

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. Upon 30 days written notice, Lessee shall have the option to pay, in addition to the Rental Payment, the corresponding Purchase Option Price or such date which is listed on Exhibit B. If Lessee chooses this option and pays the Purchase Option Price and any other amounts then due to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee.

Section 3.05. Lease Term: The Lease Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B except as provided under Section 3.04, Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated this Agreement pursuant to Section 4.01 then the Lease Term shall be extended into the next Renewal Term and the Lessee shall be obligated to make all the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term, then Lessee shall have the option to terminate this Agreement at the end of the current Budget Year. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions, and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor. (c) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee(s) incurred by or asserted against Lessor that relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Initials: _____



VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 or in the event Lessee defaults under Section 9.01, or in the event that the recording of Univest Capital, Inc. d/b/a Municipal Capital Finance as first lienholder has not been completed for any such reason. In any of the aforementioned events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". The security interest established by this Section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute and/or record such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to perfect Lessor's security interest in the Equipment and in this Agreement.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to this Agreement may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a written record of all such assignments.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Lessee is responsible for obtaining such title(s) from the State and also for ensuring that Lessor is listed as first lien holder on all of the title(s). Lessee shall not during the term of this Agreement create, incur or assume any liens, or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement: (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Agreement as the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate. (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement. (e) Any provision of this Agreement ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor. (f) Lessee admits in writing its inability to pay its obligations, Lessee defaults on one or more of its other obligations, or Lessee applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year so be immediately due and payable. (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents. (c) If the Agreement is terminated, sell the Equipment and retain all sale proceeds. (d) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event of any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified only by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement 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.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will, not apply to this Agreement.

Insurance Information:

Insurance Carrier: _____

Address: _____

Telephone: _____

Agents Name: _____

City and State: _____

Fax: _____

Acceptance of Equipment Certification. By signing and attesting directly below, Lessee hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Lessee's specifications. Lessee further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Resolution and Authorization. By signing and attesting directly below, Lessee hereby warrants and certifies that the Governing Body of the Lessee at either a special or regular meeting or through some other approved method of authorization has determined that this Agreement is in the best interests of the Lessee and the Governing Body did at such meeting or through such other approval method approve the entering into of the Agreement by the Lessee and specifically designated and authorized the individual(s) who have signed directly below to execute this Agreement on Lessee's behalf along with any related documents (including any escrow agreement) necessary to the consummation of the transaction contemplated by the Agreement.

Green Township School District

Municipal Capital Finance

By: _____

By: _____

Typed Name and Title: _____

Typed Name and Title: _____

Attested By: _____

Typed Name and Title: _____

EXHIBIT A - DESCRIPTION OF EQUIPMENT

RE: Lease with Option to Purchase Agreement dated as of April 13, 2022, between **Municipal Capital Finance** (Lessor) and **Green Township School District** (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1		Savin IM C4500 Digital Copier w/ Accessories

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address	City	State
County		

EXHIBIT B - SCHEDULE OF PAYMENTS

PAYMENT NUMBER	PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	PAYMENT AMOUNT	OPTION PURCHASE PRICE
1	9/6/2022	100.65	39.35	140.00	*****
2	10/6/2022	101.20	38.80	140.00	*****
3	11/6/2022	101.76	38.24	140.00	*****
4	12/6/2022	102.32	37.68	140.00	*****
5	1/6/2023	102.88	37.12	140.00	*****
6	2/6/2023	103.45	36.55	140.00	*****
7	3/6/2023	104.02	35.98	140.00	*****
8	4/6/2023	104.60	35.40	140.00	*****
9	5/6/2023	105.17	34.83	140.00	*****
10	6/6/2023	105.75	34.25	140.00	*****
11	7/6/2023	106.34	33.66	140.00	*****
12	8/6/2023	106.92	33.08	140.00	*****
13	9/6/2023	107.51	32.49	140.00	6,200.81
14	10/6/2023	108.11	31.89	140.00	6,076.31
15	11/6/2023	108.70	31.30	140.00	5,951.50
16	12/6/2023	109.30	30.70	140.00	5,826.38
17	1/6/2024	109.90	30.10	140.00	5,700.94
18	2/6/2024	110.51	29.49	140.00	5,575.20
19	3/6/2024	111.12	28.88	140.00	5,449.13
20	4/6/2024	111.73	28.27	140.00	5,322.76
21	5/6/2024	112.35	27.65	140.00	5,196.06
22	6/6/2024	112.97	27.03	140.00	5,069.05
23	7/6/2024	113.59	26.41	140.00	4,941.73
24	8/6/2024	114.22	25.78	140.00	4,814.08
25	9/6/2024	114.85	25.15	140.00	4,686.12
26	10/6/2024	115.48	24.52	140.00	4,557.83
27	11/6/2024	116.12	23.88	140.00	4,429.23
28	12/6/2024	116.76	23.24	140.00	4,300.30
29	1/6/2025	117.40	22.60	140.00	4,171.05
30	2/6/2025	118.05	21.95	140.00	4,041.48
31	3/6/2025	118.70	21.30	140.00	3,911.58
32	4/6/2025	119.36	20.64	140.00	3,781.36
33	5/6/2025	120.02	19.98	140.00	3,650.81
34	6/6/2025	120.68	19.32	140.00	3,519.94
35	7/6/2025	121.34	18.66	140.00	3,388.74
36	8/6/2025	122.01	17.99	140.00	3,257.21
37	9/6/2025	122.69	17.31	140.00	3,125.36
38	10/6/2025	123.36	16.64	140.00	2,993.17
39	11/6/2025	124.04	15.96	140.00	2,860.55
40	12/6/2025	124.73	15.27	140.00	2,727.50
41	1/6/2026	125.42	14.58	140.00	2,594.02
42	2/6/2026	126.11	13.89	140.00	2,461.11
43	3/6/2026	126.80	13.20	140.00	2,327.26
44	4/6/2026	127.50	12.50	140.00	2,193.08
45	5/6/2026	128.21	11.79	140.00	2,058.56
46	6/6/2026	128.91	11.09	140.00	1,923.71
47	7/6/2026	129.62	10.38	140.00	1,788.52
48	8/6/2026	130.34	9.66	140.00	1,652.99
49	9/6/2026	131.06	8.94	140.00	1,517.12
50	10/6/2026	131.78	8.22	140.00	1,380.92
51	11/6/2026	132.51	7.49	140.00	1,244.37
52	12/6/2026	133.24	6.76	140.00	1,107.48
53	1/6/2027	133.97	6.03	140.00	970.25
54	2/6/2027	134.71	5.29	140.00	832.67
55	3/6/2027	135.45	4.55	140.00	694.76
56	4/6/2027	136.20	3.80	140.00	556.49
57	5/6/2027	136.95	3.05	140.00	417.88
58	6/6/2027	137.71	2.29	140.00	278.93
59	7/6/2027	138.47	1.53	140.00	139.63
60	8/6/2027	139.23	0.77	140.00	0.00

BY: _____

TITLE: _____

DATE: _____

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

► **Under Internal Revenue Code section 149(e)**
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► **Go to www.irs.gov/Form8038GC for instructions and the latest information.**

Part I Reporting Authority		Check box if Amended Return ► <input type="checkbox"/>	
1 Issuer's name Green Township School District		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail isn't delivered to street address) 69 Mackerley Road		Room/suite	
4 City, town, or post office, state, and ZIP code Greendell, NJ 07839		5 Report number (For IRS Use Only) <div style="border: 1px solid black; width: 100px; height: 20px;"></div>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative (973)300-3800	

Part II Description of Obligations Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ► <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ► <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative _____		Date _____	
Paid Preparer Use Only	Print/Type preparer's name _____		Type or print name and title _____	
	Preparer's signature _____		Date _____	
	Firm's name ► _____		Check <input type="checkbox"/> if self-employed PTIN _____	
	Firm's address ► _____		Firm's EIN ► _____	
		Phone no. _____		

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.