

A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

## Vehicle Quotation

MM41711.3272163194

Customer: Mt Diablo Unified School District Date: Thursday, Mar 13 2014  
Address: 1480 Gasoline Alley Attn: Jeff McDaniel, John Clark  
Concord, CA 94520 Phone No: 925-825-7440 Fax: \_\_\_\_\_  
P.O.#: \_\_\_\_\_ Quantity: 12 New: X Used: \_\_\_\_\_ Gas: \_\_\_\_\_ Diesel: X  
Chassis Model: GM 4500, DRW Body Model: Micro Bird G5  
Wheelbase: 159" Capacity: 18 + 2, Variable Rows: Variable  
Headroom: 76" Seats: 3 pt. lap/shoulder Delivery: approx. August, 2014

### Base Vehicle

BASE BODY  
BODY FLAT FLOOR 159"

### CHASSIS, CHEVROLET

4 WHEEL DISC ANTI-LOCK BRAKE (ABS)  
AIR BAG DRIVER'S SIDE ONLY  
SEAT FRONT BUCKET WITH VINYL TRIM  
TWO BATTERIES 770 CC AMP EACH  
BODY MOUNT CUSHIONS PUCK  
SCHOOL BUS CHASSIS EQUIPMENT  
FRONT DASH AIR CONDITIONING  
GVWR 14200 LBS.  
DAYTIME RUNNING LIGHTS  
TILT REARVIEW MIRROR  
AUX HEATER PLUMBING & WIRING  
FUEL TANK 33 GALLONS  
REAR AXLE RATIO 3.73  
ENGINE BLOCK HEATER  
145 AMP ALTERNATOR  
ENGINE DURAMAX 6.6 TURBO DIESEL  
AUTOMATIC TRANSMISSION 6 SPD O/D  
WITHOUT SPARE TIRE  
POWER STEERING  
WHEELS 16X6.5 STEEL HD  
DUAL REAR WHEELS  
BRAKE WARNING INDICATOR  
HORN DUAL NOTE TONE  
LICENSE PLATE BRACKET  
VOLTMETER TEMPERATURE & OIL PRESSURE



A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

## Vehicle Quotation

MM41711.3272163194

TRANSMISSION OIL COOLER  
STOP TURN SIGNAL CIRCUITS  
INTERMITENT WINDSHIELD WIPERS  
TIRE FRONT LT225/75R164 ALS B/L DRW  
CALIFORNIA EMISSIONS  
TIRE REAR LT225/75R16E ALS B/L  
HIGH BACK BUCKET DRIVER'S ONLY  
159" WHEELBASE  
EQUIPMENT GR 2SD MODEL 4500 DIESEL  
GVWR 14200 LB. GM  
FRONT GAWR 4600 LBS  
FRONT BUMPER PAINTED BLACK  
EXTERIOR PAINT SCHOOL BUS YELLOW  
STEERING COLUMN TILT TYPE  
RIGHT SIDE DOOR DELETE  
TRIM VINYL MEDIUM DARK PEWTER  
REAR GAWR 9600 LBS.  
CHEVY 14200 159" DIESEL  
FUEL INTEGRITY REINFORCEMENTS

### **BARRIER, LH**

CEW BARRIER 39 LH HB BROWN  
39 INCHES KICK PANEL UNDER LH SIDE BARRIER

### **BARRIER, RH**

CEW BARR 39 RH HB BROWN  
39 INCHES KICK PANEL UNDER RH SIDE BARRIER

### **SEATS**

FMVSS 210 SEAT BELT ANCHORAGE  
3 CEW 3 PTS 39 RH HB BRW WO C  
3 CEW 3 PTS 39 LH HB BRW WO C  
TRACK SEATING SEAT SUPPORT  
6 LET T/S DOUBLE QSTRAINT

### **BODY, AIR CONDITIONING**

A/C CARRIER 40k + OEM EVAP RR

### **BODY, BACK UP ALARM**

BACK-UP ALARM

All the best,  
from



An employee owned company.

A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

**Vehicle  
Quotation**  
MM41711.3272163194

## **BODY, BATTERY BOX**

BATTERY BOX - SIDE MOUNTED

## **BODY, BUMPER, REAR**

BUMPER -REAR - STEEL

## **BODY, DOOR, DRIVER'S**

RUNNING BOARD (DRIVER DOOR)

## **BODY, DOOR, ENTRANCE**

ENTRANCE STEP RISER BLACK KOROSEAL

CLEAR GLASS ENTRANCE DOOR

DOD 32" DRW

## **BODY, DOOR, ENTRANCE, CONTROL**

ENTRANCE DOOR ELECTRIC CONTROL

## **BODY, DOOR, ENTRANCE, GRABRAIL**

ENTRANCE GRAB LH 1¼ IN DIAM STAINLESS STEEL PLAIN

ENTRANCE GRAB RH 1¼ IN DIAM STAINLESS STEEL PLAIN

## **BODY, DOOR, REAR**

INTERLOCK REAR EMER.DOOR RED LIGHT

REAR DOOR LATCH -SLIDE BAR 3 POINT SYSTEM (NON-LOCKABLE)

RETAINER REAR EMERGENCY DOOR

REAR DOOR GLASS (2) DARK TINT

EMERGENCY EXIT AJAR BUZZER

REAR DOOR 2 GLASSES

## **BODY, EMERGENCY WARNING DEVICE**

TRIANGULAR WARNING DEVICES

## **BODY, FIRE EXTINGUISHER**

FIRE EXTINGUISHER 5 LBS

## **BODY, FLOOR**

FLOOR STEEL 14GA.

PLYWOOD 5/8"

SMOOTH BLACK FLOOR WHITE NOSE KORO

## **BODY, PADS**

HEADER PADS GRAY G5



A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

**Vehicle  
Quotation**  
MM41711.3272163194

## **BODY, HEATERS**

HEATER HOSE ONLY (1X)  
SHUT OFF VALVE WITH BLEEDER  
SHUT-OFF VALVE FOR AUXILIARY HEATER / UNDER BODY  
HEATER REAR 26000 BTU WALL MUNT

## **BODY, HEAT SHIELD, FUEL TANK**

HEAT SHIELD FOR FUEL TANK GM

## **BODY, JOINT STRENGTH**

JOINT STRENGTH STEEL FLOOR CMVSS / FMVSS 221

## **BODY, LETTERING AND DECALS**

"EMERGENCY DOOR" DECAL - ENGLISH  
DECALS -SCHOOL BUS-  
REFLECTIVE TAPE EMERGENCY DOOR YELLOW AVERY  
DECAL 6" "STOP WHEN RED LIGHTS FLASH"  
DECAL BLACK BIRD ONLY ENGLISH  
BLACK ARROW 6" DECAL

## **BODY, LIGHTS**

CLEARANCE / IDENTIFICATION FRONT AND REAR LED LIGHT  
REAR DIRECTIONAL LED LIGHTS WITHOUT ARROWS  
EXTERIOR LIGHT ENTRANCE DOOR (ADA REQUIREMENTS)  
REAR AND STOP & TAILS LIGHTS LED  
DOME LIGHTS  
INTERIOR LIGHTS - ENTRANCE DOOR  
PILOT LIGHT - REAR EMERGENCY DOOR  
STEPWELL LIGHT LED  
CONNECTION: REAR DOME LIGHTS ON A SEPARATE SWITCH  
EXTERIOR LIGHT LIFT DOOR (ADA REQUIREMENTS)  
LICENSE PLATE LIGHT LED  
BACK UP LIGHTS  
DOME LIGHTS ON BATTERY

## **BODY, LIGHTS, STROBE**

WHITE STROBE LIGHT ON BATTERY

## **BODY, LIGHTS, WARNING**

HOOD OVER WARNING LIGHTS (BLACK)





A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

**Vehicle  
Quotation**  
MM41711.3272163194

OMIT BLACK AROUND WARNING LIGHTS

**BODY, LIGHTS, WARNING, ELECTRICAL HARNESS**

4 WAYS AMBERS AND 4 WAYS RED HALOGENS  
ELECTRICAL FLASHING LIGHTS SYSTEM ON BATTERY  
SEQUENTIAL FLASHING LIGHTS SYSTEM  
EMERG/OVERRIDE SWITCH 8 WAYS

**BODY, MIRRORS**

MIRRORS ROSCO SCHOOL BUS W/EZ HEATED  
INTERIOR MIRROR 6" X 16"

**BODY, MUD FLAPS**

MUD FLAPS  
GRAVEL SHIELDS STD BLACK

**BODY, PAINT**

PAINT EXTERIOR YELLOW  
PAINT WHEELS BLACK  
RUB RAILS BLACK  
PAINT ROOF WHITE G5  
WHEEL TRIM BLACK

**BODY, RADIO AND SPEAKERS**

RADIO AM/FM/CD  
SPEAKERS ON ROOF TOP (4)

**BODY, RUBRAILS**

RUB RAIL - FLOOR LEVEL  
RUB RAIL BOTTOM OF SKIRT W/BBX  
RUB RAIL - SEAT LEVEL

**BODY, REFLECTORS**

REAR RED REFLECTORS 77 MM

**BODY, STATIC ROOF VENT**

STATIC ROOF VENT

**BODY, STOP ARM AND CROSSING CONTROL ARM**

STOP ARM SMI STOP REAR

**BODY, SKINS / PANELS**

INTERIOR SKIN REAR



A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

## Vehicle Quotation

MM41711.3272163194

INTERIOR STANDARD  
INTERIOR SKINS FRONT  
PANEL BELOW WINDOW - EMBOSSED ALUMINUM  
EXTERIOR SKINS  
CENTRAL CEILING SKIN  
LATERAL CEILING SKINS

### **BODY, STRUCTURE**

G5 INNER WALL REINFORCEMENT  
STANDARD FLOOR STRUCTURE  
SIDE SKIN SUPPORT & MUD FLAP W/ BBX & A/C  
REAR STRUCTURE STANDARD  
REAR CAP SB STANDARD  
FRONT CAP DRW SB STANDARD  
DRIP RAILS  
FIBERGLASS  
STANDARD FRONT STRUCTURE

### **BODY, WHEELCHAIR EQUIPMENT**

- "HANDICAP" DECALS SHIPPED LOOSE IN VEHICLE
- PILOT LIGHT - WHEELCHAIR DOOR GREEN
- LIFT DOOR BUZZER IF THE DOOR IS OPEN
- LIFT DOOR GLASS (2) - DARK TINT (26%)
- L-TRACK FLOOR POCKET SYSTEM (Q-STRAINT)
- Q-STRAINT RETRACTABLE TIE-DOWN SYSTEM (USE WITH L-TRACK)
- Q-STRAINT RETRACTABLE TIE-DOWN SYSTEM (USE WITH L-TRACK & WALL TRACK)
- 2 HARDWARE FOR LTS-CT/FS1
- 4X L TRACK FULL LENGTH WITH SEAT
- RICON LIFT K5510 FMVSS 33X54
- Q-STRAINT WALL MOUNT L-TRACK (FOR SHOULDER BELT)
- 4X L TRACK FULL LENGTH ONE RIGHT SIDE
- HDCP DOOR HANDLE WITH LOCK
- LIFT DOOR 2 LEAVES REAR
- REINF PLATE HDCP DOOR 403/404 G5

### **BODY, UNDERCOATING**

RUSTPROOF COATING OF UNDERBODY/CHASSIS

All the best,  
from



BUS SALES, INC.

An employee owned company.

A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@a-zbus.com](mailto:mmiddleton@a-zbus.com)

**Vehicle  
Quotation**  
MM41711.3272163194

## **BODY, WHEELHOUSINGS**

NO WHEELHOUSINGS

## **BODY, WINDOWS**

BACK WINDOWS (2) DARK TINTED (26%)

WINDOWS S/S TINT 26"

WINDOW TRIM PROTECTION

EXTERIOR WINDOW TRIM

MORE VIEW WINDOW

## **BODY, WIRING**

WIRING SYSTEM STANDARD G5

INTERLOCK WITH OR NO KEY

## **CHASSIS, DRIVE LINE GUARD**

DRIVE LINE GUARD - FRONT & REAR

## **CHASSIS, EXHAUST**

RELOCATE EXHAUST TO REAR

## **CHASSIS, FORM AND TAG**

DECAL "DIESEL FUEL ONLY"

## **CHASSIS, GLOVE BOX**

GLOVE COMPARTMENT

## **CHASSIS, STRUCTURE**

STRUCTURAL CAGE

## **CHASSIS, SUSPENSION**

ADDITIONAL SPRING LEAF (1)

## **Distributor Options**

All Required Lettering and Bus Numbers

Hand held stop sign & holder

W/C Pad, Ricon, brown

FE/FAK/Decals

All the best,  
from



A-Z Bus Sales, Inc.  
3418 52<sup>nd</sup> Avenue  
Sacramento, CA 95823  
Voice 408-688-4774  
Fax 408-782-2502  
Web <http://www.A-ZBus.com>  
E-Mail [mmiddleton@azbus.com](mailto:mmiddleton@azbus.com)

## Vehicle Quotation

MM41711.3272163194

Terms: Net 15 days after receipt of bus or L/P

Unit Price: \$79,395.01

Accepted:

Taxable Amount: \$60,601.50

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

9.00% Sales Tax: \$5,454.13

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

License: \$0.00

By: Marty Middleton

Total - FOB SD Transportation Yard: \$84,849.14

A-Z Bus Sales, Inc.

Deposit: \_\_\_\_\_

Balance Due: \$84,849.14

All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales, Inc. A copy of all piggyback bid documents is available upon request from A-Z Bus Sales, Inc. All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.



**Mt. Diablo Unified School District**

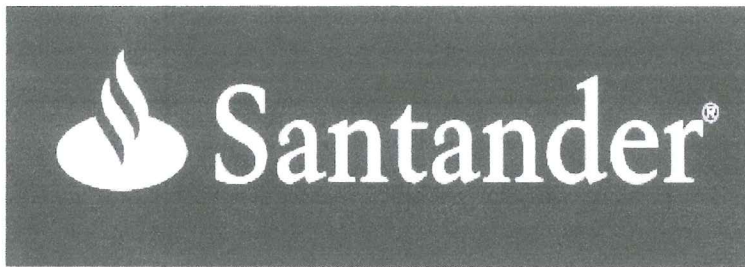
3/13/2014

Micro Bird G5, Chevy 14,200 GVWR, 159" Diesel - 18 Ambulatory + 2 W/C

Base Piggy Back pricing	\$66,493.43
2013 Price Increase	\$3,324.67
2014 Price Increase	\$3,490.91
1b) In-wall Rear freeblow tie in and OEM front air	\$3,078.00
5) Strobe light with pilot	\$245.00
8b) 26000 BTU wall mount heater	\$93.00
11) Paint wheels black	\$62.00
16) 5/8" Treated Plywood ilo standard 1/2"	\$103.00
18b) 39" CEW QS 3 pt floor mount seats - delete 8	(\$5,672.00)
21b) 39" CEW QS 3 pt track mounted seats - quantity 6	\$4,752.00
23a) Ricon wheelchair lift and door	\$6,742.00
23d) Left side L track full length	\$823.00
23e) Right side L track full length	\$823.00
23f) Q Straint QRT retractable w/c tie downs, Qty - 2	\$1,026.00
23h) Forward Grabrail	\$81.00
26c) G5 flat floor	\$2,930.00
Less GM Fleet Incentives*	(\$3,000.00)
Less Mfg. Discount	(\$6,000.00)
Subtotal Excluding Sales Tax	\$79,395.01
9% Sales Tax **	<u>\$5,454.13</u>
Total Sales Price Including Sales Tax	\$84,849.14
12 units requested	\$1,018,189.64

\*GM requirements must be met

\*\* Special Needs Equipment is Non-Taxable



**ORIGINAL FINANCE LEASE DOCUMENTS**

Sign and fill out the **CONTRACT**. Please have signature notarized \*  
and/or provide a copy of authority to sign contracts.  
A School Seal may be used.

Fill in Federal ID # and sign the 8038 IRS Form.  
(Santander Bank will file once lease is funded and finalized.)

Sign and fill out the Insurance Company and Coverage Information of  
each set of terms. Fill out all necessary documents included in this  
packet. Including all  checked and marked items. \*

{ Please attach a copy of signed Board Minutes in which this  
finance arrangement was approved. The official minutes can  
be used or the board's attorney must sign and approve. }

**ENCLOSE** the most recent copy of the last **TWO** years of the  
**Audited Financial Statements. (REQUIRED)**

**\*\*\*Complete Audits/Reports\*\*\***

**Please include 2012 & 2013**

Include the last two years available

**Return completed set of documents and other required documents to:**

Mr. Jeff Drawdy  
Santander Bank  
831 Whitfield Walk  
Zebulon, GA 30295  
[jdrawdy@santander.us](mailto:jdrawdy@santander.us)





MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSOR

Santander Bank N. A.
3 Huntington Quad
Suite 101N
Melville, NY 11747-4616

LESSEE

Name: Mount Diablo Unified School District
Street: 1936 Carlotta Drive
City/State/Zip: Concord, CA 94519
Responsible Official:
Phone: ( )



1. LEASE OF VEHICLES: LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the school buses or other motor vehicles and equipment and accessories thereon (herein "Vehicles") on the terms and conditions provided in this Agreement and the schedule and additional schedules annexed hereto (each a "Schedule" and collectively, the "Schedules").

2. COVENANTS: LESSEE represents, covenants and warrants that (a) It is a public body corporate and politic, (b) It is a "tax-exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) The Vehicles are essentially needed for their proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to fulfill the Lessee's obligations of the current fiscal year, and (f) LESSEE has not previously terminated a lease for non-appropriation.

3. TERM AND RENT: The Lease term shall commence as of the date that the Vehicles are delivered to LESSEE, or LESSEE's Agent (the "Commencement Date") and shall continue for the initial term ending on the last day of LESSEE's fiscal year (the "Initial Term") unless Lessee notifies LESSOR that an Event of Non-appropriation (described below) has occurred, and shall automatically renew for such additional years as provided in the Schedules (each a "Renewal Term"). The rent under this Lease shall be payable in lawful money of the United States of America, in the installments indicated on the attached Schedule. In lieu of cash, LESSOR will accept payment by check or wire transfer of immediately available funds only. Each payment will consist of a principal and interest component as detailed in an amortization schedule annexed to this Lease.

4. EVENT OF NON-APPROPRIATION: Lessee shall notify LESSOR promptly (and in no case later than 30 days prior to the last day of its current fiscal year) if sufficient funds are not appropriated for the payments for the next Renewal Term (an "Event of Non-appropriation"). If LESSEE terminates this Lease or an Event of Non-appropriation occurs, Lessee agrees, to the extent not prohibited or required by law, not to (i) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles or (ii) contract with another party to furnish services that the Vehicles had provided, for one year after such termination or occurrence.

5. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE VEHICLES COVERED BY THIS LEASE AND SCHEDULES, AND SUBJECT ONLY TO AN EVENT OF NON-APPROPRIATION, LESSEE'S OBLIGATION TO PAY RENT AND OTHER PAYMENTS HEREUNDER SHALL BE ASOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNSELCLAIM FOR ANY REASON WHATSOEVER, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OR DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE MANUFACTURER OR SUPPLIER OF THE VEHICLES OR FOR ANY OTHER REASON.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE VEHICLES AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES. If the Vehicles are unsatisfactory for any reason, LESSEE shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay LESSOR all rent payable under the Lease. LESSOR hereby assigns to LESSEE all of the rights which LESSOR may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Vehicles. LESSEE understands and agrees that neither Supplier nor any agent of Supplier; is an agent of LESSOR or is authorized to waive or alter any term or condition of this Lease.

7. RISK OF LOSS: LESSEE shall bear all risks of loss of and damage to Vehicles from any cause; occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) place the damaged Vehicle in good repair, condition and working order; or (b) replace lost or damaged Vehicles with like Vehicles in good repair, condition and working order, with documentation creating a lien or favor of LESSOR or its assignee, or (c) purchase the Vehicles for the Purchase Option Price set forth on the related Schedule for the fiscal year then or next ending.

8. INSURANCE: LESSEE will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles between the time of delivery thereof to LESSEE and final disposition by LESSOR. Said insurance shall be written by an insurance company or companies acceptable to LESSOR, insuring LESSEE against any loss, damage, claims, suits, actions or liability, and by endorsement naming LESSOR as an Additional Named Insured and Loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to LESSOR at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

Table with 2 columns: Type, Amount. Rows include Public Liability and Property Damage (Comprehensive) with a \$1,000,000 limit, and Collision, Fire and Theft (ALL RISK) with a replacement value.

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. LESSEE shall in addition provide general liability insurance covering LESSEE'S indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by LESSEE, LESSEE shall furnish LESSOR with a certificate of insurance or other evidence thereof acceptable to LESSOR. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to LESSOR and/or LESSEE as their interests may appear. LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if LESSEE fails to do so. Any expense of LESSOR in adjusting or collecting insurance shall be borne by LESSEE. In the event a Vehicle is involved in any material accident, LESSEE shall immediately notify LESSOR and provide (i) a detailed report describing the accident, (ii) copies of all reports provided to an insurance carrier or governmental agency and (iii) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: LESSEE shall use the Vehicles primarily in the state of registration for business purposes and in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. LESSEE shall, at its sole expense, maintain the Vehicles in good operating condition and repair. In addition, LESSEE shall prepare and furnish to LESSOR all documents, returns or forms legally required to be prepared by LESSEE. LESSEE shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or



regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of LESSEE s employees, agents, sublessees or subcontractors, and indemnify LESSOR against any costs, fines or charges LESSOR is required to pay. LESSEE agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

**10. TITLE; REDELIVERY OF VEHICLES:** Title to each Vehicle shall pass to Lessee upon delivery. To secure all of LESSEE's obligations to LESSOR hereunder, LESSEE grants to LESSOR a first security interest and lien (the "Lien") in the Vehicles. LESSEE shall deliver originals of the certificates of title to LESSOR and sign any necessary documents, including applications for Liens to the Motor Vehicle Bureau as requested by LESSOR to note the Lien of LESSOR on the title of the Vehicles. If this Lease is terminated or an Event of Non-appropriation occurs, LESSEE shall immediately deliver the Vehicles to LESSOR or as LESSOR directs.

**11. NON-ASSIGNABILITY BY LESSEE:** LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Vehicles without the prior written consent of the LESSOR.

**12. ASSIGNMENT BY LESSOR:** This Lease, the Vehicles and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

**13. DEFAULT:** In the event of default by LESSEE, in the payment of any sums due under this Lease when due which continues uncured for thirty (30) days, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles; (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of LESSEE whatsoever; (d) to terminate this Lease; or (e) to pursue any other remedy at law or in equity. If LESSOR sells or re-leases any of the repossessed Vehicles, the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees, shall be applied to the total amount due by LESSEE under this Lease and related Schedule and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Vehicles. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of the Lessee with respect to any dispute arising out of the Lease.

**14. FEDERAL, STATE AND LOCAL TAXES:** In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including penalties, interest, recording and registration fees, if any) levied or assessed: upon the ownership, use or operation of the Vehicles and the payments due hereunder. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a Default hereunder. LESSEE certifies that it reasonably anticipates that not more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)3(D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the "Code")) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the \$10,000,000 in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265(b)3(D) of the Code allowing for an exemption to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations. If for any reason the payments due hereunder are not exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as if such payments were so exempt, together with all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a consequence thereof, which LESSEE agrees to pay upon written demand therefor.

**15. ADMINISTRATIVE SUPPORT:** LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSORS' financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE'S signature, and to fill in dates and other obvious minor corrections on this Lease.

**16. SEVERABILITY:** Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

**17. ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties regarding the Vehicles, and there are no representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Lease. No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.

Board Minutes of Lessee approving this transaction on (date) \_\_\_\_\_ are attached and included with these documents. Please have Notary sign and stamp below/ or use a school seal Stamp.

LESSOR: Santander Bank N.A.

LESSEE: Mount Diablo Unified School District

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of this Lease: \_\_\_\_\_

"Signed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_".  
\_\_\_\_\_

**If Board Minutes are not attached, The following must be completed by the Lessee's Legal Council.**

**OPINION OF LESSEE'S COUNSEL**

As Counsel for aforementioned LESSEE, it is my opinion that:

- (a) LESSEE is a political subdivision of the State, duly organized, existing and operating under the constitution and laws of the State.
- (b) The Lease has been duly authorized and has been executed by an authorized representative.
- (c) The Lease creates a legal, valid and binding obligation of the LESSEE and that such Lease is enforceable in accordance with its terms.
- (d) The equipment covered by the Lease is not being used for other than a public purpose.

COUNSEL FOR LESSEE:

Print Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
Title: \_\_\_\_\_ and Address: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name <b>Mount Diablo unified School District</b>		2 Issuer's employer identification number (EIN) <input checked="" type="checkbox"/>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>1936 Carlotta Drive</b>	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code <b>Concord, CA 94519</b>		7 Date of issue <b>08/15/14</b>
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	1,018,189	68
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/15/20	\$ 1,018,189.68	\$	7 years	2.30 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,018,189	68
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,018,189	68

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

**Part VI Miscellaneous**

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

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



INSURANCE COMPANY AND COVERAGE INFORMATION SHEET

TO: Santander Bank, N.A.  
3 Huntington Quadrangle  
Suite 101N  
Melville, NY 11747-4616

From: Mount Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519

INSURANCE COMPANY AND COVERAGE

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City/ST/Zip \_\_\_\_\_  
Agent \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

In Agreement with the Types and Amounts listed in the Insurance Section of Santander's Lease Agreement, paragraph 8, the Insurance Company / Agent listed above, has been asked to Issue a Certificate of Insurance naming Santander Bank, N.A. as Loss Payee.

<u>Type</u>	<u>Amount</u>
Public Liability and Property Damage(Comprehensive)	\$1,000,000.00 Combined Single Limit (per occurrence)
Collision, Fire and Theft (All Risk) Combined Minimum for Collision, Fire and Theft(Risk)	Not less than replacement Value \$ 1,020,178.68

Lessee: Mount Diablo Unified School District

Responsible Official: \_\_\_\_\_ ✓  
Title: \_\_\_\_\_ ✓

**Santander Bank Lease Agreement Terms Sheet**

Lessor: Santander Bank, N.A.  
 3 Huntington Quadrangle  
 Suite 101N  
 Melville, NY 11747-4616

Lessee: Mount Diablo Unified School District  
 1936 Carlotta Drive  
 Concord, CA 94519

Equipment Description / Quantity

12

Group of:  
 2015 Blue Bird G5 MicroBirds GM

Estimated Start Date: 8/15/2014

Schedule of Terms	Payment Date	Per Quantity		Total for Group		Combined Min. Insurance For Equip. & Purchase Option After Payment
		Payment amount	Implied Interest	Payment Amount	Implied Interest	
Initial payment	9/15/2014	12,989.00	165.75	155,868.00	1,989.00	884,189.88
Second Payment	9/15/2015	12,989.00	1,656.60	155,868.00	19,879.20	745,073.28
Third Payment	9/15/2016	12,989.00	1,395.95	155,868.00	16,751.40	602,757.00
Fourth Payment	9/15/2017	12,989.00	1,129.31	155,868.00	13,551.72	457,167.48
Fifth Payment	9/15/2018	12,989.00	856.54	155,868.00	10,278.48	308,229.36
Sixth Payment	9/15/2019	12,989.00	577.49	155,868.00	6,929.88	155,868.00
Seventh Payment	9/15/2020	12,989.00	292.22	155,868.00	3,506.64	72,886.32

Signed by: \_\_\_\_\_ 

Lessor: Santander Bank, N A  
 3 Huntington Quadrangle  
 Suite 101N  
 Melville, NY 11747-4616

Lessee: Mount Diablo Unified School District  
 1936 Carlotta Drive  
 Concord, CA 94519

**Amortization per unit or per group.**

12 2015 Blue Bird G5 MicroBirds GM

Nominal Annual Rate: 2.300%

CASH FLOW DATA

Event	Date	Amount	Number	Period	Totals
1 Lease	8/15/2014	84,849.14	1		\$1,018,189.68
2 Lease Payment	9/15/2014	12,989.00	7	Annual	\$155,868.00
					\$0.00

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Interest	Principal	Balance	
Lease	8/15/2014				84,849.14	
1	9/15/2014	12,989.00	165.75	12,823.25	72,025.89	\$155,868.00
2	9/15/2015	12,989.00	1,656.60	11,332.40	60,693.49	\$155,868.00
3	9/15/2016	12,989.00	1,395.95	11,593.05	49,100.44	\$155,868.00
4	9/15/2017	12,989.00	1,129.31	11,859.69	37,240.75	\$155,868.00
5	9/15/2018	12,989.00	856.54	12,132.46	25,108.29	\$155,868.00
6	9/15/2019	12,989.00	577.49	12,411.51	12,696.78	\$155,868.00
7	9/15/2020	12,989.00	292.22	12,696.78	0.00	\$155,868.00
Grand Totals		90,923.00	6,073.86	84,849.14		