

Lease Documentation Checklist

Documents Required Prior to Shipm	ent Scanned to	Apple		
NOTE: Please call Julie Mcmahon	at (480) 419-4813 with any questions.			
Master Lease Purchase Agreement	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.	On File		
First Invoice	First Invoice – Payment due 7/18/2018	No.		
Schedule (Exhibit A)	Lessee Signature, Name/Title & Execution Date			
Incumbency Certificate (Exhibit C)	The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member, OR the Superintendent.	-		
Bank Qualified Designation (Exhibit D)	This tells us if the issue is "Bank Qualified" or "Non-Bank Qualified"			
Lease Payment Instructions (Exhibit E)	Identify how Lease is to be invoiced.			
Insurance Coverage Requirements (Exh F)	Complete name of insurance company and contact information.			
Board Resolution	This is the approval that enables the Lease/Purchase	-		
IRS Form 8038-G or 8038-GC	Complete per instructions and sign.			
Credit Application and Essential Use Certificate	(See Attached) Complete in its entirety. This information will be used for Credit review and approval. Please return with your three (3) most recent Audited Financial Statements. Transaction is subject to credit approval	***************************************		
Purchase Order(s)	Purchase Order(s) must include: Apple Inc. c/o Apple Financial Services 12545 Riata Vista, MS: 186-ED, Austin, TX 78727	****		
	as Vendor, Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature.			
	Additionally, please provide third party vendor contacts (if applicable). Apple will contact third party vendor(s) regarding invoice remittance.			
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.			
NOTE: Please provide scanned copies of the above items to Julie Mcmahon at Julie McMahon@ePublicFinance.com				

Documents Required Prior to Fu	nding Mail	ed to
Originals of all the above	Please mail to: Apple Financial Services Attention: Julie Mcmahon 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255	:
Insurance Certificate or Self-Insurance Letter	Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self-insurance letter as described in the "Insurance Coverage Requirements."	
Acceptance Certificate (Exhibit B)	Lessee Signature, Name/Title & Execution Date. Sign upon Accepta	nce

EXHIBIT 1 - EQUIPMENT INFORMATION to Schedule No. 3

under Master Lease Purchase Agreement dated July 7, 2017

Row #	Details & Comments	Qty
1	iPad Wi-Fi 32GB - Space Gray (10-pack) Part Number: BN3U2LL/A	50
	iPad Wi-Fi 32GB - Space Grey (10-pack) Fart Number MR8A2LL/A Quantity: 500.000	

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

181577

Apple Inc Application for Equipment Lease

Oak Park Elementary School District 97	www.d	www.op97.org 36.		36.6004318
Legal Name of Lessee (Applicant)	Website Address			Fed Tax ID#
260 W. Madison St.	Oak Park		IL	60302
Address	City		State	Zip
Person to Contact for Clarification Regarding Pr	oject	生的 医腹腔 医	1012	THE HOUSE
Michael Arensdorff	Senior Di	rector of Technolog	y	
Name		Title		
marensdorff@op97.org	708.524.3	3015		
Email		Phone		
Person to Contact for Clarification Regarding Fig	nancial Information	W. Branch		The Way Liver
Marceline Shannon	Fiscal Se	rvices Coordinator		
Name		Title		
mshannon@op97.org	708.524.3	3133		
Email		Phone		
Obligations / Economics	Tolora Paris	Carlo San	FUE LABOR	S-15 19 7 7 7 7 7 1
Moody's Investors Service: Not Certain Discuss the Applicant's economic trends (stable, positive, neg Has the Applicant ever defaulted or non-appropriated on an of Yes No If Yes, Please explain:		Fitch: Not		
Demographic Information		THE RESERVE	31 6 C	147 1500
Please provide the following demographic information		ographic statistics):		
Approx square mile: 4.7 square miles Current I	Population: 52,080	ppulation Trending: Stal	ole	
If Decreasing, Please explain:				
Educational Applicants Only				
Current Enrollment:: 6,131	Enrollment Trending: Stable			
If Decreasing, Please explain:				
List the number of schools by type in the district: Elementary: 8 Middle: 2	High School:	Othe	ır:	
		Jule		

Apple Inc

Essential Use Form

Description of Equipment Purchase			
Purchase Description (please be specific and attach any appl	icable equipment lists	or invoices available	9).
Is the Equipment replacing existing equipment? Yes No	Ō		
If Yes, Please state how long you have used the existing Equipment a 5 years-Devices can no longer be updated & follo	-		oment.
What will the Applicant do with the old equipment that is being Sell to third party			
If No, Please state the reason additional equipment is needed.			
Please describe in detail the following (please be speci What is the intended use for the Equipment? Teacher's use for classroom instruction	fic):		
Describe the essential nature of the equipment financed. IPAD			
List the specific department that will be the primary user of the Instructional	Equipment.		
Lease Payments	2178-8-10	M 2 1 7 7 1 1	山顶的影响
Will the lease payments be made from Applicant's General Fur	nd? Yes No)	
If No, From which Special Fund will the lease payments be made? <u>F</u>	und 103 - Debt Se	ervice	
Will any federal grant or loan monies be used? Yes No	\bullet		
If so, please describe:			
Terms and Conditions		Axer See	
Total Cost of Equipment: \$147,000.00 Advance P	ayment: 0		Amount to Finance: \$148,450.50
Term (In years): 3 Payment Frequer Payment Remittance (choose one): Advance Arrears	ncy: Annual S	Semi-Annual O	Quarterly Monthly Overy Date: July 1, 2018
Insurance Company Name or indicate Self Insured	Liability Ins Per Occ	urence	Property Damage Ins Per Occurence
Arthur Gallagher Risk Management Svcs.	\$1,000,000 Aggregate General I	Liability	_\$500,000
Applicable Signature Asst. Superintendent for Finance & Operations		5/10/2018	1
Title		Date	

EXHIBIT A

Schedule No. 3 Dated June 15, 2018 to Master Lease Purchase Agreement Dated July 7, 2017

This Schedule No. 3 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 7, 2017 ("Master Lease"), and is effective as of June 15, 2018. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

QTY	EQUIPMENT DESCRIPTION	EQUIPMENT INFORMATION
	Computer HardwareSee attac	ched Exhibit 1.

LEASE PAYMENT SCHEDULE						
Pmt#	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	6/15/2018					\$147,000.00
1	7/18/2018	\$49,483.50	\$122.04	\$49,361.46	\$99,591.31	\$97,638.54
2	7/18/2019	\$49,483.50	\$884.31	\$48,599.19	\$50,020.14	\$49,039.35
3	7/18/2020	\$49,483.50	\$444.15	\$49,039.35	\$0.00	\$0.00
Totals:		\$148,450.50	\$1,450.50	\$147,000.00	Rate 0.9057%	

Lessee acknowledges that the discounted purchase price for the Lease is \$142,947.97 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 3.5542% per annum. Such Issue Price and Yield will be stated in the Form 8038-G.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencer	nent Date: June 15, 2018		0
LESSOR:	APPLE INC.	LESSEE:	OAK PARK ELEMENTARY SCHOOL DISTRICT 97
SIGNATURE:	X	SIGNATURE:	x Stein Alicia Euros
NAME / TITLE:	X	NAME / TITLE:	x Ast. Supt. Finance Operations
DATE:	X	DATE:	x_5(10/18

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 3, dated June 15, 2018, (the "Schedule") to Master Lease Purchase Agreement, dated as of July 7, 2017, between Apple Inc., as Lessor, and Oak Park Elementary School District 97, as Lessee.

portion Payee reques	or all of the cost attached hereto	uested to pay the person or entity designated below as Payee, the sum set forth below in payment of a of the acquisition described below. The amount shown below is due and payable under the invoice of the with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior are equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease derenced above.
Payee	Name:	
	Description or Inv	voice # \$ Amount
Lessee	hereby certifies a	and represents to and agrees with Lessor as follows:
(1)	The Equipment	described above has been delivered, installed and accepted on the date hereof.
(2)		ducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and I hereby acknowledges that it accepts the Equipment for all purposes.
(3)	Lessee is curre	ntly maintaining the insurance coverage required by Section 15 of the Master Lease.
(4)		ndition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or opropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.
		PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)
LESSE	E:	Oak Park Elementary School District 97
Signati	Signature: X	
Printed Name/Title: X		X
Date:		X
		FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)
LESSE	E:	Oak Park Elementary School District 97

Signature:

Date:

Printed Name/Title:

EXHIBIT C

INCUMBENCY CERTIFICATE

Schedule No. 3 to Master Lease Purchase Agreement dated July 7, 2017

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

LESSEE:	Oak Park Elementary School District 97
Signature:	X
Printed Name/Title:	X
Date:	x

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 3 to Master Lease Purchase Agreement Dated July 7, 2017

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

purposes and withi	nated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the n the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the that designation, Lessee hereby certifies and represents that:
	hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee d more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt
	ably anticipates that the total amount of tax-exempt obligations (including this Lease) to be a behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed
The Lease will	not be at any time a "private activity bond" as defined in Section 141 of the Code;
• The Lease is no	ot subject to control by any entity and there are no entities subject to control by Lessee; and
	\$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or essee will be designated for purposes of Section 265(b)(3) of the Code during the current
Non-Bank Qualified	
Lessee has not de	esignated this Lease as a "qualified tax-exempt obligation" for the purposes and within the 265(b)(3) of the Code.
LESSEE:	Oak Park Elementary School District 97
Signature:	x Alteriates
Printed Name/Title:	* Asst Supt Finance Operations Alicia Evans
Date:	x_ <10/18

EXHIBIT E

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated July 7, 2017 (the "Master Lease"), Schedule No. 3, between Apple Inc. (the "Lessor") and Oak Park Elementary School District 97 (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME	Oak Park Elementary S	School	District 97	
TAX ID#: 36	-6004318			
INVOICE MAILI	NG ADDRESS: 260 W. Madi	ison S	t., Oak Park, IL. 60302	2
	Mail invoices to the attention of:	_Mar	celine Shannon	
		Phone	(708) 524-3133	
		Fax		
		Email:	mshannon@op97.org	
	Approval of Invoices required by:	Mial	agol Aronadorff	
	Approval of invoices required by,			
			(708) 524–3015	
		Fax		
		Email:	marensdorff@op97.org	
	Accounts Payable Contact:	Marc	celine Shannon (for new	hire)
		Phone	(708) 524-3133	
		Fax	(_)	
		Email:	mshannon@op97.org	
Processing time	for Invoices: 7 days	_Approva	al: 7 days	Checks: <u>30 d</u> ays
Do you have a l	Purchase Order Number that you v	vould like	e included on the invoice? No_	Yes <u>\</u> PO#
Do your Purcha	se order numbers change annuall	y? No <u>×</u>	_YesProcessing time for new p	urchase orders:
LESSEE:	Oak Rark Elementary School Dis	trict 97		
SIGNATURE:	x Stex (May	le.		
NAME / TITLE:	X Dr. Alicia Evans-Ass	st. Su	pt. Finance & Operation	ns
DATE:	x 5/10/2018			

Purchase Order

Oak Park School District #97

260 Madison Oak Park, Illinois 60302

Phone: (708)524-3000 Fax (708)524-3019

PO#

190001

DATE: 07/01/18

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 15118

REQ: 00181577

PHONE: (800)692-7753

EMAIL:

BUYER: Marcy Shannon

SHIP TO: Oak Park Elementary School District 97

260 W Madison Street Oak Park IL 60302

APPLE COMPUTER INC

12545 RIATA VISTA CIRCLE

MS: 186-ED

AUSTIN TX 78727-6524

CONTACT:

(708) 524-3000

VENDOR ACCOUNT:

SITE: Administration Building

CONTRACT NO:

SPECIAL INSTRUCTIONS:

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
50	.00	BN3U2LL/A 50 IPADS Wi-Fi 32 GB Space Gray (10 pack) MLA#1087-3- 102450	1,470.00	73,500.00
500	.00	MR8A2LL/A 50 IPADS Wi-Fi 32 GB Space Gray (10 pack) MLA#1087-3-	147.00	73,500.00
		TOTAL:		147,000.00

		103.M.27.540.0690 147,000.00		

VENDOR INSTRUCTIONS

VENDOR COPY

- 1, IL Sales Tax Exemption #E9997-80830-04
- 2. FEIN 36-6004318

- 3. All inside deliveries unless noted on purchase order.
- 4. All deliveries to be made between 8:00 AM and 3:00 PM.

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

If not, contact us immediately.

Do not discard - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

Illinois Sales Tax Exemption Certificate

OAK PARK ELEMENTARY SCHOOL DISTRICT #97

260 MADISON STREET OAK PARK IL 60302-0000

Sales Tax Exemption Certificate

Issue date:

01/02/2015

Expiration date:

03/01/2020

Sales Tax Exemption

Organization type:

E99978083

Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.



EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

Oak Park Elementary School District 97

1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

Arthur J. Gallagher & Co.

2850 Golf Road

Rolling Meadows, IL. 60008

Phone: 630-773-3800, Fax: 630-285-4062, Contact: Tyler MacKenzie

- 2) Property Damage & Loss Coverage
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) APPLE INC. and its Assigns named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

3) The Certificate Holder should be named as follows:

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

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to <u>APPLE INC. and its Assigns</u>, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).



CREDIT APPLICATION AND ESSENTIAL USE CERTIFICATE

(Attached as separate PDF document)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Tyler MacKenzie Arthur J. Gallagher Risk Management Services, Inc. PHONE (A/C, No, Ext): 630-694-5165 FAX (A/C, No): 630-285-4062 2850 Golf Road E-MAIL ADDRESS: tyler_mackenzie@ajg.com Rolling Meadows IL 60008 INSURER(S) AFFORDING COVERAGE INSURER A : Collective Liability Insurance Cooperative INSURED INSURER B Oak Park School District #97 INSURER C: 260 Madison Street Oak Park, IL 60302 INSURER D : INSURER E : INSURER F COVERAGES **CERTIFICATE NUMBER: 195514624** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD REVISION NUMBER: INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF (MM/DD/YYYY) POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY CLICCGL2017 7/1/2017 **EACH OCCURRENCE** \$1,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$Excluded Per District Agg PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$3,000,000 PRO-JECT POLICY LOC PRODUCTS - COMP/OP AGG \$Included OTHER \$ AUTOMOBILE LIABILITY OMBINED SINGLE LIMIT (Ea accident) \$ ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) S s UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE S RETENTION \$ DED S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A E.L. EACH ACCIDENT S If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *Collective Liability Insurance Cooperative Reinsurers - Great American Insurance Company (NAIC #16691) Additional Insured status provided herein afforded by CLIC CG2028 0413, CLIC CG2012 0413, CLIC CG2013 0413, CLIC CG2026 0413, CLIC CG2015 0413 and/or CA CLIC 0715 when applicable. Apple Inc. and/or Its Assigns are shown as additional insured solely as respects the general liability coverage evidenced herein regarding equipment leased by the Named Insured during the policy period. Value of leased equipment \$567,400. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Apple Inc. and/or Its Assigns THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 8377 East Hartford Drive ACCORDANCE WITH THE POLICY PROVISIONS. Suite 115 Scottsdale AZ 85255 USA AUTHORIZED REPRESENTATIVE

ACKNOWLEDGEMENT OF BOARD APPROVAL

FROM A BOARD OF EDUCATION MEETING

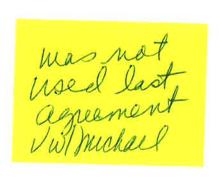
Board:		
Date of Board Meeting:		
Lessee:	Oak Park Elementary S	School District 97
Lessor:	Apple Inc.	
Master Lease		e Agreement dated July 7, 2017
Lease	Schedule No. 3 dated .	June 15, 2018 to the Master Lease
Equipment to be purchased:	See attachment for det	alls
Cost not to exceed:	\$147,000.00	
Rate of interest:	0.9057% Note: If the interest rate lis purchase price of the equipramount at a market rate of in	sted above is a promotional rate of interest, the origina ment may be discounted to reach an equivalent paymen nterest.
rchasing, via a financing contract, ecified above. ssee has or will comply with appli vs in connection with the Master L	cable property acquisition ease and the transactions use Code of 1986, as ame	by, and carried by a victase Agreement with Apple Inc. for the purpose the attachment. The cost shall not exceed the laws, public bidding requirements, and open me contemplated thereby. Lessee is within the me nded, a political subdivision or agency of the St sobligations under, the Lease.
ention of the Board that the ab forceable against Lessee in acco	ove Lease shall constitut ordance with its terms, ex y bankruptcy, reorganizati	horized, executed, and delivered by Lessee. It te a legal, valid and binding obligation of Lecept to the extent limited by state and federal on, moratorium or other laws of general applic
apitalized terms herein shall have t	he same meanings as in th	ne Lease unless otherwise provided herein.
I certify the	above Lease is approved	d by the Board of Education.
Board M	ember Signature	Date
P	rint Name	Title

INTERNAL ESCROW LETTER

(To be used with Partial Acceptance Certificate if Applicable)

June 15, 2018

Apple Inc. 8377 East Hartford Drive, Suite 115 Scottsdale, Arizona 85255
Re: Schedule No. 3 dated June 15, 2018 to Master Lease Purchase Agreement dated July 7, 2017 (the "Lease") by and between Oak Park Elementary School District 97 and Apple Inc.
Ladies and Gentlemen:
We, Oak Park Elementary School District 97 ("Lessee"), have entered into the above referenced Lease with you, Apple Inc. ("Lessor"), for the purpose of financing Apple Computer Equipment (the "Equipment") in the amount of \$142,947.97 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of \$ (the "Funded Amount") and that Lessor retain \$ (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.
Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be retained by Lessor in consideration of managing the internal escrow account.
Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
Sincerely,
Oak Park Elementary School District 97
Signature:
Name/Title:
Date:



(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations ► Under Internal Revenue Code section 149(e) ► See separate instructions.

Ref# 102395

OMB No. 1545-0720

	nt of the Treasury		Caution: If the issue price	separate instructions. e is under \$100,000, us	e Form 8038	-GC.		ı		
							nended R	eturn.	check here	
1 Issu	uer's name					_			tification number	
Oak Park Elementary School District 97					36-6004318					
3a Nar	me of person (oth	er than issu	er) with whom the IRS may communica	ate about this return (see in	istructions)	3b	Telephone nu	mber of o	ther person show	n on 3a
4 Nur	mber and street (c	r P.O. box	if mail is not delivered to street address	s)	Room/sulte	5	Report numb	er (For IR	S Use Only)	
260 Ma	dison Street								3	1
6 City	, town, or post of	fice, state,	and ZIP code	*		7	Date of issue			
Oak Pa	rk, IL 60302						Ju	ine 15,	2018	
8 Nar	me of issue					9	CUSIP numb	er		
			8 to Master Lease Purchase Ag	C.S. Control of the C						
	me and title of offi ructions)	cer or other	employee of the issuer whom the IRS ,	may call for more informat	tian (see	10b	Telephone no employee sh		officer or other 0a	
Part II	Type of	Issue (e	enter the issue price). See	the instructions and	attach sche	dule.				
11 E	Education							11	\$142,947	97
		•						12		
	•				N 500 500 50	• •	S 2 (2)	13		
					E 56 30 X		#C #5 598	14		
		•	sewage bonds)		0 00 00 0	* *	* * (*)	15		
	lousing			23 × * * * * * *	6 381 381 38		3 (1 (1) 3 (16	(*)	
			* * * * * *			* *	\$ # (*)	17		
	Other. Describ	_	- DANIS should sale here 40s					18	THE STATE OF THE S	- F
	-		or RANs, check only box 19a				. ▶ 📙			
	-		check only box 19b form of a lease or installment s				. • 🗹	1		
Part III	Descrip	tion of (Obligations. Complete for t	the entire issue for	which this	form	is being	filed.		4,5
	(a) Final maturi		(b) Issue price	(c) Stated redemption			(d) Weighted			
				price at maturity		-	maturity	(e) Yield		
21	07/18/20		\$ 142,947.97		(fA)	2.09	years		3.554	2 %
Part IV			ds of Bond Issue (includin			N/A		100		
	roceeds used					• •		22		
			ue (enter amount from line 21, issuance costs (including under			* *		23		
			it enhancement							
			easonably required reserve or		26	*******				
					27				1	
			nce refund prior issues		28			100	1	
			ugh 28)				2 (A) 5	29		
			of the issue (subtract line 29 t				FC (40 340	30		
Part V	Descrip	tion of F	Refunded Bonds. Complet	e this part only for	refunding	bond	s. N/A			
		ining wei	ghted average maturity of the	bonds to be currently	y refunded		•		V/	ears
32 E	nter the rema	ining wei	ghted average maturity of the	bonds to be advance	e refunded		🕨			ears
33 E	nter the last o	date on w	hich the refunded bonds will b	oe called (MM/DD/YY	/YY)		🕨			
			unded bonds were issued ► (N							
Ear Don	annark Dade	otion Ac	t Natice cae congrete instru	ictions	^	at No.	207700	Form A	038.G	2011

	VI Miscellaneous			
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶			
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	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter	the f	ollowing in	formation:
b	Enter the date of the master pool obligation ▶		-	
C	Enter the EIN of the issuer of the master pool obligation ▶	_		
_ d	Enter the name of the issuer of the master pool obligation ▶	_		
9	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check bo	х .	980 880 8	D
10	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	E (4)	reconstruction	N m
11a			2007	
	If the issuer has identified a hedge, check here		347 347 34	
b	• · · · · · · · · · · · · · · · · · · ·		347 347 34	-
	Name of hedge provider ▶			L
b	• · · · · · · · · · · · · · · · · · · ·		347 347 34	- LJ
b c d	Name of hedge provider ► Type of hedge ►			▶ □
b c d	Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has superintegrated the hedge, check box	ue a	 re remedi	▶ □
b c d	Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has superintegrated the hedge, check box	ue a	 re remedi	▶ □
b c d 42 43	Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has superintegrated the hedge, check box	ue a	 re remedi 	▶ □ ated
b c d 12 13	Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has superintegrated the hedge, check box	ue a 	 re remedi 	▶ □ ated
b c d 42 43	Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has superintegrated the hedge, check box	ue a amou	 re remedi 	▶ □ ated
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b c d 42 43 44 45a	Name of hedge provider ► Type of hedge ► Term of hedge ► If the issuer has superintegrated the hedge, check box	ue a amou	 re remedi 	▶ □ ated

5/10/2018 Date

Date

Preparer's signature

8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255

Consent

Preparer Use Only

Paid

Signature of issuer's authorized representative

Firm's name Pinnacle Public Finance, Inc

Print/Type preparer's name

Michael Krahenbuhl

(480) 419-4812 Form **8038-G** (Rev. 9-2011)

27-3119149

PO1850365

Dr. Alicia Evans-Asst. Supt.

Type or print name and title Finance & Operations

Check if if self-employed

Firm's EIN ▶

Phone no.

Purchase Order and Delivery Requirements

Large Order Delivery Requirements

In order to facilitate a timely and accurate product shipment, please accurately provide complete details. This document can be completed using *Preview* or Adobe *Acrobat*.

1. Does the delivery location have a dock? 2. Does the delivery location require a truck with lift gate? 3. Does the delivery location have a Forklift/Pallet Jack? 4. Does the delivery location have the manpower to offload the quantity of freight they a expecting? 4. Does the delivery location have the manpower to offload the quantity of freight they are expecting? 5. Can the delivery location accommodate a 53-foot trailer if they are expecting an FTL (fit truckload) size shipment? 6. Does the delivery location require an appointment? 7. Can you accept the entire delivery at once? 8. Does the delivery location require inside delivery? 9. Yes 9. No 1. Can you accept the entire delivery at once? 1. Is there a freight elevator at the delivery location? 9. List the name and phone number for 2 delivery location contacts: 1. A location of the provided of the	irt.
3. Does the delivery location have a Forklift/Pallet Jack? 4. Does the delivery location have the manpower to offload the quantity of freight they a expecting? Yes No 5. Can the delivery location accommodate a 53-foot trailer if they are expecting an FTL (frequency) for trailer if they are expecting an FTL (frequency) for trailer if they are expecting an FTL (frequency) for the delivery location require an appointment? Yes No 6. Does the delivery location require an appointment? Yes No 7. Can you accept the entire delivery at once? Yes No 8. Does the delivery location require inside delivery? Yes No (Please note that the carrier is unable to deliver this product up stairs. We advise that you make alternate arrangements to bring the delivery to the required floor.) - Is there a freight elevator at the delivery location? Yes No 9. List the name and phone number for 2 delivery location contacts: a. Many All Report of the required floor.) b. Will Backet, 413_342_0814 10. Are there any holidays, closure dates or hours of operation that would prevent an 8 amdelivery? Yes, Yes No All Many All Report of the requirements we should be aware of? Out Any All Report of the product of the quantity of freight they are expecting an FTL (frequency) and they are expecting an FTL (frequency) as they are expecting an FTL (frequency) and they are expect	loor
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nake alternate arrangements to bring the delivery to the required floor.) - Is there a freight elevator at the delivery location? OYes ONO 9. List the name and phone number for 2 delivery location contacts: a. Michael President, 312.447.7001 b. Will Backet, 413.342.0814 10. Are there any holidays, closure dates or hours of operation that would prevent an 8am-delivery? 11. Are there any other special delivery requirements we should be aware of? Out fair	
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