

Your Apple Financial Services Solution—Checklist

Community Consolidated School District 89

March 31, 2025

Please email the completed items below to AFS@FinanceServicing.com

Item

Lease Purchase Agreement	Enclosed for signature
Payment Schedule	Enclosed for signature
Equipment List	Enclosed for review
Delivery Details & Essential Use	Enclosed for signature
Bank Qualified Designation	Enclosed for signature
Sample Board Resolution	Sample included



Sign

Documents needed
to place your order.



Ship

Apple will place
your order and
deliver your items.



Confirm

Upon delivery,
complete and return
these documents.



Begin Term

Your AFS solution
officially starts.

After equipment is delivered, please mail original signed documents including the final items below to:

Apple Financial Services
ATTN: Apple Financial Services Lease Purchase Agreements
2285 Franklin Road
Bloomfield Hills, MI 48302

Item	Instructions
Sales Tax Exemption Certificate	Email to AFS@FinanceServicing.com
Insurance Coverage	Email to AFS@FinanceServicing.com
Acceptance	Sign when equipment is received
Invoice	Remit payment as specified
Form 8038G	Email to AFS@FinanceServicing.com

Lease Purchase Agreement

This Lease Purchase Agreement dated as of March 31, 2025 (this "**Agreement**") is entered into by and between Apple Inc. ("Lessor") and Community Consolidated School District 89 ("Lessee").

1. Agreement; Schedules. Subject to the terms of this Agreement, Lessee agrees to Lease, purchase and acquire from Lessor certain Equipment and/or software (the "**Equipment**") as may be described in any Lease Schedule in the form of Exhibit A (each, a "**Schedule**") which may be executed by the parties from time to time. Nothing in this Agreement shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "**Vendor**"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Agreement (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent Lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "**Lease**."

2. Invoice Payment or Reimbursement. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("**Acceptance Certificate**"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Agreement; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

3. Escrow Agreement. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "**Escrow Agreement**") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "**Escrow Account**"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Agreement or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. Delivery and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. Lease Payments. Lessee agrees to pay "**Lease Payments**" to Lessor in accordance with the payment Schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "**Commencement Date**" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

6. Non-Appropriation of Funds. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled **"Lease Term"** as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate and if other funds are not available for such Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an **"Event of Non-appropriation"**), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Agreement. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. Unconditional Obligation. Upon the commencement date of a Lease pursuant to Section 5 of this Agreement, and except as provided in Section 6, "Non-Appropriation of Funds," the obligations of Lessee to make Lease payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason including, without limitation, any failure of the Equipment to be delivered or installed, any disputes with Lessor or any vendor of any Equipment, defects, malfunctions or breakdowns in the Equipment, any accident, condemnation, damage, destruction, or unforeseen circumstance, or any temporary or permanent loss of its use.

8. Disclaimer of Warranties. The sole warranty for the Equipment is the applicable product warranty (defined below). Lessor makes no representations or warranties, express or implied, whatsoever, including without limitation, as to the Equipment's merchantability, fitness for a particular purpose, suitability, design, condition, durability, operation, quality of materials or workmanship, non-infringement, or compliance with specifications or applicable law, or that the operation or use of the Equipment will be uninterrupted, secure or free of errors, defects, viruses, malfunctions, and Lessee, as of the date of Lessee's acceptance as set forth in Section 4, accepts such Equipment as is and with all faults. Lessee acknowledges that Lessee has selected the Equipment based upon Lessee's own judgment. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable vendor (the **"Product Warranty"**). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable vendor and not to make any claim against the Lease payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease payments and other payments without abatement or set off for any dispute with a vendor regarding the Equipment. Nothing in this Agreement or in any Lease shall relieve Apple Inc. of its obligations under the product warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the product warranty is a separate agreement between Lessee and the applicable vendor and that such product warranty is not a part of this Agreement or any Lease.

9. Title and security interest. Unless otherwise required by the laws of the state where Lessee is located, during each Lease term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Agreement or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances, and legal processes of Lessee's creditors and other persons. To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each escrow account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. Use, Maintenance and Repair. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the **"Equipment Location"**) without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e., laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees (**"Authorized Users"**) while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than authorized users; and (b) Lessee (and not authorized users) shall be solely

responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property, and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-Appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve, and keep the Equipment under each Lease in good repair, condition, and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. Liens; Taxes. Lessee will not sell, transfer, assign, pledge, sub-Lease, or part with possession of the Equipment, or file or permit a lien to be filed against the Equipment, except as otherwise expressly provided under this Agreement and the related Lease. The parties to this Agreement intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary, and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease payments or the use, registration, rental, shipment, transportation, delivery, ownership, or operation of the Equipment and on or relating to this Agreement or any Lease; provided, however, that the foregoing shall not include any federal, state, or local income or franchise taxes of Lessor.

12. Limitation of Liability. Notwithstanding anything to the contrary, Lessor shall not be liable for any direct damages of Lessee resulting from, arising out of, or in connection with this agreement, whether arising in contract, tort, strict liability, or otherwise, regardless of the theory of liability. Further, notwithstanding anything to the contrary, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost, or expense with respect to transportation, installation, selection, purchase, Lease, ownership, possession, modification, maintenance, condition, operation, use, return, or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to deliver, install, or maintain the Equipment for Lessee's use. In no event shall Lessor be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages in connection with or arising out of any Lease or the existence, furnishing, functioning, or Lessee's use of any item of Equipment provided for in any Lease, whether in contract, tort, strict liability, or otherwise, regardless of the theory of liability and regardless of whether Lessor has been advised of the possibility of such damages. The parties agree that the provisions in this Agreement fairly allocate the risks between the parties without which they would not have entered into this Agreement.

13. Identification. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers, and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. Loss or Damage. Lessee shall be responsible for any loss, theft of, and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Agreement. If any item of the Equipment is lost, stolen, or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification; (b) replace the damaged Equipment at Lessee's sole cost and expense with Equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement Equipment to be subject to Lessor's approval, whereupon such replacement Equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-Appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Agreement.

15. Insurance. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage, or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss, or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. Default. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an **"Event of Default"**): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Agreement and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty, or statement made by Lessee in this Agreement or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. Remedies. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability, or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or Lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, Lease, or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage, or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. Purchase Option. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed, and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the **"Purchase Price"**) shown for such Lease Payment due date in the payment Schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. Return of Equipment. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. Lessee's Representations and Warranties. Lessee hereby represents, covenants, and warrants for the benefit of Lessor that as of the date hereof and as of the commencement date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the **"Code"**); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Agreement and each Lease and every other document required to be delivered in connection with this Agreement and a Lease; (d) this Agreement and each Lease have been duly authorized, executed, and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Agreement and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period,

and are or will be included within an unrestricted and unencumbered appropriation currently available for the Lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) Unless otherwise publicly available, furnish Lessor, or make generally available on the internet through a free governmental website, Lessee's annual certified or audited financial statements within 90 days of each fiscal year-end and its quarterly financial statements within 45 days of each fiscal quarter-end, and all such financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any Lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Agreement, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee Leases, purchases, and/or acquires pursuant to this Agreement and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not Lease, purchase or acquire the Equipment for resale.

21. Assignment. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Agreement and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related escrow agreement to one or more Assignees or sub-Assignees (each, an **"Assignee"**). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. Additional Payments. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. Release and Indemnification. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save, and defend Lessor from and against any and all liability, obligation, loss, claim, tax, and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Agreement and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage, or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage, or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct, or breach of any provision of this Agreement or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Agreement or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. Miscellaneous. Each Lease, together with this Agreement, contains the entire agreement of the parties regarding the subject matter hereof which is limited to Lease financing. Time is of the essence in each Lease. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Agreement incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a vendor or in any capacity other than as a Lessor hereunder. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions. This Agreement and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. Notices. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

26. Electronic Signatures. Notwithstanding anything to the contrary in this Agreement, Lessee and Lessor both intend that this Agreement and any Schedule, acceptance certificate, escrow agreement, or any other related document or certificate (each a **"Document"**) containing the electronic signature of both parties using the procedure or method for electronic signatures that Lessor provided to Lessee (**"Electronic Signature"**) shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such electronic signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate, and accept the documents on behalf of such party.

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

Lessor:	Apple Inc.	Lessee:	Community Consolidated School District 89 22W600 Butterfield Rd Glen Ellyn, IL 60137
By:	_____	By:	_____
Name:	_____	Name:	<u>James Lerch</u>
Title:	_____	Title:	<u>Board President</u>
		Fed Tax ID #:	_____

Payment Schedule

Schedule No. 20000029321 dated March 31, 2025 to Lease Purchase Agreement Dated March 31, 2025

This Payment Schedule 20000029321 ("Schedule") is entered into pursuant to that Lease Purchase Agreement dated March 31, 2025 ("Agreement"), and is effective as of March 31, 2025. All of the terms and conditions of the Agreement, 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 Agreement.

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 this Payment Schedule, subject to the terms and conditions of the Agreement.

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

Equipment Information

Computer Hardware—See Equipment Exhibit

Payment Schedule

Payment No.	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payments	Outstanding Balance
Commencement Date						\$137,725.00
1	06/01/2025	\$34,431.25	\$00.00	\$34,431.25	\$103,293.75	\$103,293.75
2	06/01/2026	\$34,431.25	\$00.00	\$34,431.25	\$68,862.50	\$68,862.50
3	06/01/2027	\$34,431.25	\$00.00	\$34,431.25	\$34,431.25	\$34,431.25
4	06/01/2028	\$34,431.25	\$00.00	\$34,431.25	\$00.00	\$00.00
Totals		\$137,725.00	\$00.00	\$137,725.00	Rate %	

Lessee acknowledges that the discounted purchase price for the Lease is \$127,411.01 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 5.45% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Agreement 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 Agreement 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 Agreement and this Lease.

Lessor: **Apple Inc.**

Signature: _____

Name/Title: _____

Date: _____

Lessee: **Community Consolidated School District 89**

Signature: _____

Name/Title: _____

Date: _____

James Lerch, Board President

April 21, 2025

Equipment List to Schedule No. 20000029321

Under Lease Purchase Agreement Dated March 31, 2025

No.	Product Description	Quantity
1	11-inch iPad Wi-Fi 128GB - Silver (10-pack) Part Number MD6L4LL/A	420
2	11-inch iPad Wi-Fi 128GB - Silver Part Number MD3Y4LL/A	5

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

Delivery Details & Essential Use

Pursuant to the Lease Purchase Agreement dated March 31, 2025, Schedule No. 20000029321, between Apple Inc. (the "Lessor") and **Community Consolidated School District 89** (the "Lessee"), Lessee hereby acknowledges the obligations to make payments promptly when due in accordance with the Lease.

Product Delivery Address

Name: _____

Street: _____

City/State/Zip: _____

Invoice Address (leave blank if same)

Name: _____

Street: _____

City/State/Zip: _____

Earliest delivery date (or ASAP): _____

Do you accept partial shipments? No ☐ Yes ☐

Include purchase order # on invoice? No ☐ Yes ☐ PO #: _____

Primary Delivery Contact

Name: _____

Phone: _____

Email: _____

Secondary Delivery Contact

Name: _____

Phone: _____

Email: _____

Other Contacts (please complete if different than above)

Digital Delivery Contact

Name: _____

Phone: _____

Email: _____

Billing Contact

Name: _____

Phone: _____

Email: _____

Essential Use Confirmation

Source of funds (e.g. General/Technology Fund/Capital Project): _____

Has your institution had a non-appropriation or default in the past 10 years? No ☐ Yes ☐

Bank Qualified Designation

Payment Schedule No. 20000029321 to Lease Purchase Agreement Dated March 31, 2025

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

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

☐

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2025 will not exceed \$10,000,000.]

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

☐

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

Lessee: **Community Consolidated School District 89**

Signature:

Printed Name: James Lerch

Title: Board President

Date: April 21, 2025

Insurance Coverage Requirements

Community Consolidated School District 89

1. Property Damage and Loss Coverage

- A) "All Risk" Physical Damage and Loss Insurance
- B) Include: Policy Number, Effective Date, and Expiration Date
- C) Apple Inc. and its Assigns named "Loss Payee."
- D) Endorsement giving 30 days written notice of any changes or cancellation.

Limits: The full replacement value of the equipment.

2. The Certificate Holder should be named as follows:

Apple Inc. and its Assigns
2285 Franklin Road
Bloomfield Hills, MI 48302

For Self-Insurance:

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

Acceptance Certificate

Schedule No. 20000029321, dated March 31, 2025, (the "Schedule") to Lease Purchase Agreement, dated as March 31, 2025, between Apple Inc., as Lessor, and Community Consolidated School District 89, as Lessee.

Payee (designated below) requests Apple Inc. to pay the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. This acceptance certificate does not affect Lessee's rights under the purchase order or product warranty.

Payee Name: Community Consolidated School District 89

Description: 11-inch iPad Wi-Fi 128GB - Silver (Packaged in a 10-pack) - Quantity 420, 11-inch iPad Wi-Fi 128GB - Silver - Quantity 5

Invoice No.:

Dollar (\$) Amount: \$137,725.00

Lessee hereby certifies and represents to and agrees with Lessor as follows:

(1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.

(2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.

(3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

(4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Lease.

(5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Lease) under any Lease exists at the date hereof.

Final Acceptance Certificate

(All equipment has been accepted)

Partial Acceptance Certificate

(Only a portion of equipment has been accepted)

Lessee: Community Consolidated School District 89

Signature: _____

Name/Title: James Lerch, Board President

Date: April 21, 2025

Lessee: Community Consolidated School District 89

Signature: _____

Name/Title: _____

Date: _____

**Please send payment to:
Apple Inc.
L-3708
Columbus, OH 43260-3708**



Invoice

Invoice: 20000029321A

Invoice Date: March 31, 2025

Reference: 2213283226

Customer Name: Community Consolidated School District 89

Customer Number: 0000051153

Purchase Order:

Payment Details

Description	Due Date	Amount Due
Payment Schedule No. 20000029321	June 1, 2025	\$34,431.25
Lease Purchase Agreement Dated March 31, 2025		

Remit To

Apple Financial Services
L-3708
Columbus, OH 43260-3708
AFS@FinanceServicing.com

To ensure proper credit, please submit this invoice with your payment to avoid delays.

Equipment Location

Community Consolidated School District 89
22W600 Butterfield Rd
Glen Ellyn, IL 60137

If your billing or equipment location has changed, please make changes below.

Street: _____

City, State, Zip: _____