

TO: Dr. Mike Riggle
 FROM: Rosanne Williamson
 RE: FOIA Requests
 DATE: November 14, 2012

Attached you will find a FOIA request received by the district and our response.

Received From	Request	Received Request	Date Replied	Responded within required deadline	How response was sent
Vonder, John <i>Providence Capital Network</i>	Request for Commercial Purposes in order to obtain details pertaining to the technology lease(s) approved at the June 11, 2012 board meeting including: <ul style="list-style-type: none"> • Copy of the lease documents and supporting addendums and/or schedules • Copy of any remarketing or repurchase agreement affiliated with the lease • Copy of the lease proposal • Amounts paid in payments or fees to date (and to whom paid) related to this lease 	10.31.12	11.12.12	Yes	email
Please find our response attached. The documents above have been made available online. These items were not copied for the Board packet.					



Elaine Geallis <egeallis@glenbrook225.org>

FOIA Request

1 message

John Vonder <jvonder@providencecn.com>
To: foia@glenbrook225.org

Tue, Oct 30, 2012 at 3:33 PM

Hello Dr. Williamson – please see the attached FOIA request for commercial purposes. Of note, the information can either be emailed or mailed. Thank you.

Regards,

John D. Vonder

Providence Capital Network

Toll Free Phone & Fax: 800.680.0560

Member IASBO & WASBO



FOIA - glenbrook 225 10.30.12.pdf

46K

October 30, 2012

FOIA Officer – Dr. Rosanne Williamson
Glenbrook High School District 225
3801 W. Lake Ave., Suite 203
Glenview, IL 60026

Freedom of Information Act (FOIA) Request

Please consider this Freedom of Information Act request for Commercial Purposes in order to obtain details pertaining to the technology lease(s) approved at the June 11, 2012 board meeting. We are requesting the following:

- Copy of the lease documents and supporting addendums and/or schedules
- Copy of any remarketing or repurchase agreement affiliated with the lease
- Copy of the lease proposal
- Amounts paid in payments or fees to date (and to whom paid) related to this lease

Please forward the above information to the following address:

Providence Capital Network
Attn: Contracts Department
11524 Providence Road, Suite C-243
Charlotte, NC 28277

If you have any questions, please send an email to info@ProvidenceCN.com.

Thank you,



John Vonder
Providence Capital Network

Vonder 10.31 FOIA Response

1 message

Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Fri, Nov 9, 2012 at 2:51 PM

To: jvonder@providencecn.com

Cc: Elaine Geallis <egeallis@glenbrook225.org>

Dear Mr. Vonder,

Thank you for writing to Glenbrook High School District 225 with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On 10/30/12/ you requested the following documents:

- Copy of the lease documents and supporting addendums and/or schedules
- Copy of any remarketing or repurchase agreement affiliated with the lease
- Copy of the lease proposal
- Amounts paid in payments or fees to date (and to whom paid) related to this lease

We have attached the documents that you requested.

Sincerely,

Rosanne Williamson, Ed.D.
Secretary, Board of Education
Assistant Superintendent for Educational Services
Glenbrook High School District 225
3801 West Lake Avenue
Glenview, IL 60026

2 attachments

 **ServerSANSsystemRequestforQuote.pdf**
726K

 **ServerSANSsystemsLeaseandPayments11032012.pdf**
1993K

**REQUEST FOR QUOTE
GLENBROOK HIGH SCHOOL DISTRICT 225
SAN SERVER and STORAGE LEASE**

The following request for quote is due to Kimberly Ptak at kptak@glenbrook225.org by Friday May 25th at 2:00pm.

If you have any questions regarding the lease, please contact Kimberly Ptak at 847-486-4722 or kptak@glenbrook225.org. Any questions regarding the specifications of the equipment being leased can be directed to Marcus Thimm at 847-486-4710 or mthimm@glenbrook225.org.

1. SAN SERVERS – See specification Attached – Purchase Price \$185,408

Annual cost of a 3 year \$1 buy-out lease \$_____

Disclose interest rate _____

2. SAN STORAGE – See specifications Attached – Purchase Price \$372,259

Annual cost of a 5 year \$1 buy-out lease \$_____

Disclose interest rate _____

3. Other solution(s) if applicable



(2) Dell 1000E with (10) M620 Blades
with 8 Core Proc

Prepared For:
School District 225
4000 West Lake Avenue
Glenview IL 60026

Description	Quantity	Extended Sell
Hardware & Software		
Blade Server Enclosure, No Blades, M1000E, PowerEdge (223-3244)	2	30,847
Redundant Power Supplies (3+3 2700W), High Efficiency, M1000E Blade Chassis (331-0824)		-
Redundant Chassis Management Controller, PowerEdge M1000E (311-7787)		-
Flex Address Plus Enabled (342-1668)		-
CMC Extended Storage Card (342-2666)		-
No Operating System Media Kit (420-1908)		-
Dell OpenManage CD Kit for PowerEdge M1000E Blade Server Chassis (310-9694)		-
Users Guide, PowerEdge M-Series Blades (330-4117)		-
Users Guide, PowerEdge M-Series Blades (330-4117)		-
Redundant 10GbE Pass-Through Modules -k, IO Bays 1+2, 3+4 or 5+6, M1000e (331-2494)		-
Redundant 10GbE Pass-Through Modules II, IO Bays 3+4 or 5+6, M1000E (331-0437)		-
No I/O Modules, (I/O Bay Filler Panels, Qty 2) M1000E Blade Server Chassis (310-9711)		-
Rack Chassis w/Rapid Rails forDell, HPQ or other Square HoleRacks (310-9689)		-
Avocent Integrated KVM Analog Switch Module, PowerEdge M1000E Chassis (430-2628)		-
Power Cords, QTY3, 8FT C19/C20 for M1000E Server Blade Chassis (330-0145) - Quantity 2		-
Blade Blanking Panel for PowerEdge M1000E Blade Server Chassis (310-9709) - Quantity 8		-
PowerEdge M620 Blade Server (225-2125)	10	85,613
No Operating System (420-6320)		-
Broadcom 57810-k Dual port 10Gb KR Blade Network Daughter Card (430-4398)		-
Broadcom 57810-k Dual port 10Gb KR CNA Mezz (430-4401)		-
No System Documentation, No OpenManage DVD Kit (310-5171)		-
System ordered as part of Multipack order (330-4118)		-
12G iDRAC7 Enterprise for Blades (421-5357)		-
Serial-Attach SCSI Backplane for M620 (331-4358)		-
Standard Cooling (331-4951)		-
Hardware RAID 1 (342-3508)		-
H310 Controller (331-4365)		-
Intel Xeon E5-2660 2.20GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 95W, Max Mem 1600MHz (317-9593)		-

PE M620 Heatsink For 2 Processors,LGA,2.2X3.9X1 (331-4361)				-
DIMM Blanks for Systems with 2 Processors (317-8688)				-
Intel Xeon E5-2660 2.20GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 95W (317-9607)				-
PE M620 Heatsink For 2 Processors,LGA,2.2X3.9X1 (331-4361)				-
8GB RDIMM, 1333 MHz, Low Volt, Dual Rank, x4 (317-9644) - Quantity 24				-
1333 MHz RDIMMs (331-4422)				-
Performance Optimized (331-4428)				-
146GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-3493) - Quantity 2				-
No System Documentation, No OpenManage DVD Kit (310-5171)				-
No Operating System Media Kit (420-1908)				-
			Subtotal	\$ 116,460
Support/Maintenance				
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (984-7982)				-
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (984-8172)				-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (985-3800)				-
Dell Hardware Limited Warranty Plus On Site Service Extended Year(s) (989-0728)				-
Dell Hardware Limited Warranty Plus On Site Service Initial Year (989-0747)				-
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (989-0788)				-
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)				-
Dell Hardware Limited Warranty Plus On Site Service Initial Year (936-2207)				-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (937-1493)				-
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (937-1533)				-
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-5208)				-
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (939-5228)				-
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)				-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (989-7741)				-
			Subtotal	\$ -
Installation Services				
Storcom Custom SOW				-
			Subtotal	\$ -

Authorization to Purchase

TOTAL \$ 116,460

School District 225	
Company	
Name (Print)	
Signature (Authorized to purchase)	Date



SAN Storage

4/18/2012

Primary Compellent SAN
with 96x900GB 10K 2.5" SAS

Prepared For:

School District 225
4000 West Lake Avenue
Glenview IL 60026

\$282,153
+ 90,106
372,259

Storage Center 6 with Dual Series 40 Controllers with 4 ports 10GbE iscsi Front End and 8 Ports SAS2 Back-End Connectivity - *Software - Dynamic Controllers, SC Core, Enterprise Manager Foundation, Data Instant Replay, Virtual Ports, Fast Track, Remote Instant Replay & Replay Manager Site License*

Description	Quantity	Extended Sell
Hardware & Software		
Hardware & Software		
Primary Compellent SAN with 96x900GB 10K 2.5" SAS		
QuickStart SC040, 2.5" SAS Bundle	1	14,190
Series 40 Storage Controller, 3U, 6GB RAM	1	0
Enclosure, SAS, 6Gb, 2.5" 24-bay	1	0
IO, SAS, 6Gb, 4 Wide-ports, PCI-E	1	0
QuickStart SC040 SAS Bundle Software	1	0
SW, Dynamic Capacity Base License	1	0
SW, Data Instant Replay Base License	1	0
SW, Storage Center Core Base License	1	0
SW, Enterprise Manager Foundation License, Unlimited	1	0
SW, Enterprise Manager Reporter License, Unlimited	1	0
QuickStart SC040, SAS Clustered Controller Upgrade	1	7,025
Series 40 Storage Controller, 3U, 6GB RAM	1	0
IO, SAS, 6Gb, 4 Wide-ports, PCI-E	1	0
6Gb SAS Cable, 2M	2	0
6Gb SAS Cable, 0.5M	2	0
QuickStart SC040 SAS Clustered Software	1	0
SW, Dynamic Controllers Base License	1	0
Controller Conversion Kit	2	0
CORD,PWR,250V,10A,6',C13/C14	4	0
Conversion Kit, Enclosure, SAS 2.5" Drives, New System Order	4	0
CORD,PWR,250V,10A,6',C13/C14	8	0
6Gb SAS Cable, 0.5M	8	0
6Gb SAS Cable, 2M	8	0
Hardware & Drives		
900GB, SAS, 6Gb, 10K HDD	96	184,320
Enclosure, SAS, 6Gb, 2.5" 24-bay	3	17,490
IO, iSCSI, 10 Gb, 2 port, Copper	4	6,244
IO, SAS, 6Gb, 4 Wide-ports, PCI-E	2	0
Software (ENTERPRISE SITE LICENSE - No Additional Software Costs)		
SW, Dynamic Controllers Expansion License	10	0
SW, Data Instant Replay Expansion License	10	10,560
SW, Dynamic Capacity Expansion License	10	10,560
SW, FastTrack Base License	1	2,750
SW, FastTrack Expansion License	10	10,560
SW, Remote Instant Replay (Async & Sync) Base License	1	9,900
SW, Remote Instant Replay (Async & Sync) Exp License	10	21,120
SW, Replay Manager Enterprise License, Unlimited	1	15,840

SW, Storage Center Core Expansion License	10		10,560
SW, Virtual Ports Base License	1		0
SW, Virtual Ports Expansion License	10		0
		Subtotal	\$ 321,119

Support			
Copilot Support Total	1		18,626
Software Support Total	1		21,353
VA Software Support Total	1		26,213
24x7 Support Center w/ Priority On-Site (4 hour) - 3 yr.		Subtotal	\$ 66,192

Professional Services			
SOW SOW#99041712			
		Subtotal	\$ -

Authorization to Purchase

School District 225	
Company	
Name (Print)	
Signature (Authorized to purchase)	Date

Sub TOTAL \$ 387,311

Discount (\$151,115)

Discounted Sub Total \$ 236,196

Est. Shipping \$ 1,829

TOTAL \$ 238,025

Tax and Freight billed on Invoice

Terms: Net 30; FOB Factory

w/ war.Built-in
\$ 282,153



5/9/2012

**2nd Compellent SAN with
48x2TB SAS SuperSystem
No additional Software**

Prepared For:

School District 225

4000 West Lake Avenue
Glenview IL 60026

**Storage Center 6 with Dual Series 40 Controllers with 4 ports
10GbE iscsi Front End and 4 Ports SAS2 Back-End
Connectivity - Software - Dynamic Controllers, SC Core,
Enterprise Manager Foundation, Data Instant Replay , Virtual
Ports, Remote Instant Replay**

Description	Quantity	Extended Sell
Hardware & Software		
Hardware & Software		
2nd Compellent SAN with 48x2TB SAS SuperSystem No additional Software		
QuickStart SC040, 3.5" SAS Bundle	1	13,090
Series 40 Storage Controller, 3U, 6GB RAM	1	0
Enclosure, SAS, 6Gb, 3.5" 12-bay	1	0
IO, SAS, 6Gb, 4 Wide-ports, PCI-E	1	0
QuickStart SC040 SAS Bundle Software	1	0
SW, Dynamic Capacity Base License	1	0
SW, Data Instant Replay Base License	1	0
SW, Storage Center Core Base License	1	0
SW, Enterprise Manager Foundation License, Unlimited	1	0
SW, Enterprise Manager Reporter License, Unlimited	1	0
QuickStart SC040, SAS Clustered Controller Upgrade	1	7,025
Series 40 Storage Controller, 3U, 6GB RAM	1	0
IO, SAS, 6Gb, 4 Wide-ports, PCI-E	1	0
6Gb SAS Cable, 2M	2	0
6Gb SAS Cable, 0.5M	2	0
QuickStart SC040 SAS Clustered Software	1	0
SW, Dynamic Controllers Base License	1	0
Controller Conversion Kit	2	0
CORD,PWR,250V,10A,6',C13/C14	4	0
Conversion Kit, Enclosure, SAS 3.5" Drives, New System Order	4	0
CORD,PWR,250V,10A,6',C13/C14	8	0
6Gb SAS Cable, 0.5M	8	0
6Gb SAS Cable, 2M	8	0
Hardware & Drives		
2TB, SAS, 6Gb, 7.2K HDD	48	58,080
Enclosure, SAS, 6Gb, 3.5" 12-bay	3	13,080
IO, iSCSI, 10 Gb, 2 port, Copper	2	3,122
Software		
SW, Dynamic Controllers Expansion License	4	0
SW, Data Instant Replay Expansion License	4	0
SW, Dynamic Capacity Expansion License	4	0
SW, FastTrack Base License	1	0
SW, FastTrack Expansion License	4	0
Multiple controller license	1	13,200
SW, Remote Instant Replay (Async & Sync) Base License	1	0
SW, Remote Instant Replay (Async & Sync) Exp License	4	0
SW, Storage Center Core Expansion License	4	0

SW, Virtual Ports Base License	1		0
SW, Virtual Ports Expansion License	4		0
Subtotal			\$ 107,597

Support			
Copilot Support Total	1		18,626
Software Support Total	1		0
VA Software Support Total	1		5,346
24x7 Support Center w/ Priority On-Site (4 hour) - 3 yr.			
Subtotal			\$ 23,972

Professional Services			
SOW SOW#99041712			
Subtotal			

Authorization to Purchase

School District 225	
Company	
Name (Print)	
Signature (Authorized to purchase)	Date

Sub TOTAL	\$ 131,569
Software Discount	(11,780)
Hardware Discount	(47,118)
Discounted Sub Total	\$ 72,671

Est. Shipping	\$ 1,454
TOTAL	\$ 74,125

Tax and Freight billed on Invoice
 Terms: Net 30; FOB Factory

w/warranty :
\$ 90,106



MASTER LEASE-PURCHASE AGREEMENT

Dated As of: AUGUST 15, 2012

Lessee: NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the lessee identified above ("Lessee").

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the sum of the differences between (i) each scheduled interest payment which would have been made on the Termination Value if such Casualty Loss payment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the Loss Payment Due Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall be deemed to have entered into when the

Lease was originally funded, with each such difference discounted to a present value as of the date of payment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **NO PREPAYMENT.** Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor

receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite 3A – OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee, Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may

be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. **WAIVER OF IMMUNITY.** Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT
225

(Lessee)

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: 

By: _____

Title: Director of Operations & Purchasing

Title: Authorized Officer



LEASE SCHEDULE

Dated as of: AUGUST 15, 2012

Lease No.: 1000136549

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated AUGUST 15, 2012.

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. BANK QUALIFIED:** LESSEE CERTIFIES (a) THAT IT HAS DESIGNATED THIS LEASE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR THE PURPOSES OF AND WITHIN THE MEANING OF SECTION 265(b)(3) OF THE CODE, (b) THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE FOR THE CURRENT CALENDAR YEAR AND (c) THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF SECTION 265 TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING THE CURRENT CALENDAR YEAR BY LESSEE, OR BY AN ENTITY CONTROLLED BY LESSEE OR BY ANOTHER ENTITY THE PROCEEDS OF WHICH ARE LOANED TO OR ALLOCATED TO LESSEE FOR PURPOSES OF SECTION 265(b) OF THE CODE WILL NOT EXCEED \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

Equipment/Escrow Acceptance Date: 8/13, 2012

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT

JPMORGAN CHASE BANK, N.A.

225
(Lessee)

(Lessor)

By: 

By: _____

Title: Director of Operations & Purchasing

Title: Authorized Officer

SCHEDULE A-1
Equipment Description

Lease Schedule No. **1000136549** dated **08/15/2012**

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: 4000 West Lake Avenue
Glenview, IL 60026

Equipment Description:

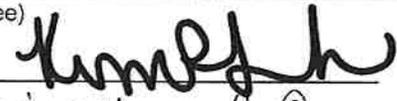
Vendor Name: Storcom / Invoice No. 2003671

- 1 QuickStart SC040, 2.5" SAS Bundle
- 1 QuickStart SC040 SAS Bundle Software
- 1 QuickStart SC040, SAS Clustered Controller Upgrade
- 1 QuickStart SC040 SAS Clustered Software
- 2 Controller Conversation Kit
- 4 Conversion Kit, Enclosure, SAS 2.5" Drives, New System Order
- 96 2TB, SAS 6Gb, 7.2K HDD
- 3 Enclosure, SAS, 6Gb, 2.5" 24-bay
- 4 IO, iSCSI, 10 Gb, 2 port, Copper
- 2 IO, SAS, 6Gb, 4 Wide-ports, PCI-E
- 1 QuickStart SC040 SAS Bundle Software
- 2 QuickStart SC040, SAS Clustered Controller Upgrade
- 4 QuickStart SC040 SAS Clustered Software
- 48 900GB, SAS, 6Gb, 10K HDD
- 3 Enclosure, SAS, 6Gb, 3.5" 12-bay
- 2 IO, iSCSI, 10Gb, 2 port, Copper

Expected Equipment Purchase Price	\$ 372,259.00
Minus Lessee Down Payment/Trade-in	\$0.00
Net Amount Financed	\$ 372,259.00

This Schedule A-1 is attached to the Lease Schedule or a Receipt Certificate/Payment Request relating to the Lease Schedule.

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225
(Lessee)

By: 
Title: Director of Operations & Purchasing

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____
Title: Authorized Officer

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000136549** Dated **08/15/2012**

Accrual Date: **08/15/2012**

Amount Financed: **372,259.000**

Interest Rate: **1.72000%** per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
1	8/15/2012	\$76,616.00	\$0.00	\$76,616.00	\$295,643.00
2	8/15/2013	\$77,116.01	\$5,085.06	\$72,030.95	\$223,612.05
3	8/15/2014	\$77,116.01	\$3,846.13	\$73,269.88	\$150,342.17
4	8/15/2015	\$77,116.01	\$2,585.89	\$74,530.12	\$75,812.05
5	8/15/2016	\$77,116.01	\$1,303.96	\$75,812.05	\$0.00
	Total	\$385,080.04	\$12,821.04	\$372,259.00	

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225
(Lessee)

By:



Title:

Director of Operations
& Purchasing

JPMORGAN CHASE BANK, N.A.
(Lessor)

By:

Title: Authorized Officer



PREPAYMENT SCHEDULE ADDENDUM
(Break Funding Premium)

Dated: AUGUST 15, 2012

Lease Schedule No: 1000136549

Lessee: NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. Solely for purposes of the Schedule, Lessor and Lessee agree as follows:

1. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 20 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
2. In addition to the prepayment amounts required by paragraph 1 above, Lessee shall also pay to Lessor a break funding charge equal to the sum of the differences between (i) each schedule interest payment which would have been made on the prepaid amount if such prepayment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lessor shall deemed to have entered into as of the Prepayment Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall deemed to have entered into when the prepaid amount was originally funded, with each such difference discounted to a present value as of the date of prepayment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by this Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.
3. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT

225

(Lessee)

By: 

Title: Director of Operations & Purchasing

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

Server & SAN Systems Lease

American Capital/J.P. Morgan Chase Bank

Payments:

07/05/12	Check# 53686	JPMorgan Chase Bank NA	\$76,616.00	lease
08/15/12	Check# 11370	American Capital Financial Services Inc	\$295.00	Fee

