



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Monday, January 11, 2016

Jonathan Locke

City of Killeen
101 North College Street
Killeen, Texas 76541

Re: Key Government Finance, Inc.
Property Schedule No. 2

Dear Mr. Locke:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please **print out two (2) sets.**) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

KEY GOVERNMENT FINANCE, INC. ATTN: KIM BUSH
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than February 14, 2016; otherwise, the transaction is subject to re-pricing.

Executed documents required for funding are:

1. Property Schedule No. 2
2. Property Description and Payment Schedule (Exhibit 1)
3. Lessee's Counsel's Opinion (Exhibit 2)
4. Lessee's Certificate (Exhibit 3)
5. Payment of Proceeds Instructions (Exhibit 4)
6. Acceptance Certificate (Exhibit 5)
7. Bank Qualification Certificate (Exhibit 6)
8. Certificate of Insurance – **Required prior to funding.**
9. Notification of Tax Treatment with Tax Exemption Certificate or Letter – **Required for annual state tax audits.**
10. Invoicing Instructions – **Required in order to ensure that invoices are directed to the proper area in your organization.**
11. Escrow Agreement
12. IRS Form 8038-G or 8038-GC

Please contact me at (720) 304-1419 with any questions.

Sincerely,

Kim Bush
Account Manager

DOCUMENTATION CHECKLIST

- Property Schedule 2***
- Property Description and Payment Schedule** – Exhibit 1
- Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- Acceptance Certificate** – Exhibit 5. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- Request for Certificate of Insurance** – Please fill out the form and fax it to your insurance company. The Insurance Certificate is required prior to funding.
- Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- Escrow Agreement**
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- IRS Form 8038-G or 8038-GC**
The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Property Schedule No. 2

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 2** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of March 09, 2004, between Key Government Finance, Inc., and City of Killeen.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is January 15, 2016.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by February 14, 2016.
11. Effective Interest Rate. 3.188%.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: City of Killeen
By:
Name:
Title:

Attest By:
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 2**, dated January 15, 2016, to Master Tax-Exempt Lease/Purchase Agreement dated March 09, 2004, between Key Government Finance, Inc. and City of Killeen.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 101 North College Street, Killeen, Texas 76541

USE: Networking - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 15th day of each annual period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: \$1,298,727.05.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc, in the amount of \$82,113.78. This payment will be made by Cisco to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Vendor Payment	Rental Payment	Principal	Interest	Termination Amount
1	15-Jan-2016	\$82,113.78	\$0.00	\$82,113.78	\$0.00	\$1,253,111.67
2	15-Feb-2016	0.00	259,745.41	256,513.35	3,232.06	988,902.91
3	15-Feb-2017	0.00	259,745.41	228,686.98	31,058.43	753,355.32
4	15-Feb-2018	0.00	259,745.41	236,084.81	23,660.60	510,187.96
5	15-Feb-2019	0.00	259,745.41	243,721.96	16,023.45	259,154.35
6	15-Feb-2020	0.00	259,745.41	251,606.16	8,139.25	0.00

Lessee: City of Killeen
By:
Name:
Title:

EXHIBIT A

Property Description

Equipment as described in Presidio Quote No. 2003115006486-02, dated 12/10/2015 (inserted below), referred to and incorporated herein by this reference.

#	Part #	Description
Technology Refresh - Data Center		
C1-N5K-C5672UP		
1	C1-N5K-C5672UP	Cisco OneNexus5672UP 1RU,32x10G SFP+,16pxUP SFP+,6x40G QSFP+
2	CON-SNT-KC5672UP	SNTC-8X5XNBD CA Nexus5672UP 1RU,32x10G SFP+,16pxUPSFP
3	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
4	N6KUK9-705N1.1	Nexus 5600/6000 Base OS Software Rel 7.0(5)N1(1)
5	NXA-PAC-1100W-B	Nexus 1100W Platinum PS, Port side Intake airflow
6	N6K-C6001-FAN-B	Nexus 6001 Fan for Port Side Intake (Back to Front) airflow
7	N1K-VLCPU-96-ESSTL	Nexus 1000V Essential Edition Paper Delivery License Qty 96
8	C1F2PNEX56721K9	Cisco ONE Foundation Perpetual Nexus 5672
9	CON-ECMU-C1FPNE21	SWSS UPGRADES Cisco ONE Foundation Perpetual Nexus 567
10	N5672-ACC-KIT	Nexus 5672 Chassis Accessory Kit
11	C1-DCL-N5K-K9	Cisco ONE DCNM for LAN Advanced Edt. for Nexus 5000
12	N56-BAS1K9	Nexus 5600 Series LAN Base License
13	N56-LAN1K9	Nexus 5600 Series LAN Enterprise License
14	N56-VMFEX9	Nexus 5600 VM-FEX license
15	C1-PI-LFAS-N5K-K9	Cisco ONE PI Device License for LF & AS for Nexus 5K
16	C1-EGW-DC-K9	Cisco ONE Energy Mgmt Perpetual Lic - 1 DC End Point
17	N5672-EL2-GSK9	Nexus 5672 Enhanced Layer 2 License
18	N56-SERVICES1K9	Nexus 5600 Network Services (Includes ITD, RISE)
N2K-C2248TP-E		
19	N2K-C2248TP-E	N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE), airflow/PS option
20	CON-SNT-C2248TPE	Null SKU-No line item services included

21	SFP-10G-SR	10GBASE-SR SFP Module
22	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length
23	N2248TP-E-FA-BUN	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan
24	CON-SNT-2248EFA	SNTC-8X5XNBD Standard Airflow pack:N2K-C2248TP-E-1GE
R-MGMT3X-N-K9		
25	R-MGMT3X-N-K9	Cisco Ent MGMT: Lic For Pi 3.x And APIC EM Solution Apps
26	CON-ECMU-RMGMT3XN	SWSS UPGRADES Cisco MGMT: Lic For Prime Infra 3.x And
27	R-PI30-SW-K9	Prime Infrastructure 3.0 Software
28	CON-ECMU-R30SSWK9	SWSS UPGRADES Prime Infrastructure
29	L-MGMT3X-US-K9	Cisco Ent MGMT: PI 3.x UCS Server MGMT Lic, 1 Srv
30	CON-ECMU-LMGMTUSK	SWSS UPGRADES Cisco Ent MGMT: PI 3.x UCS Server MGMT L
31	L-MGMT3X-AP-K9	Cisco Ent MGMT: PI 3.x LF, AS & APIC-EM Lic, 1 AP
32	CON-ECMU-LMGMTAPK	SWSS UPGRADES Cisco Ent MGMT PI 3.x LF, AS APIC-EM
UCS-MINI-Z0001		
33	UCS-MINI-Z0001	Cisco Unified Computing System
34	UCSB-5108-AC2	UCS 5108 Blade Server AC2 Chassis, 0 PSU/8 fans/0 FEX
35	CON-SNTP-6508AC2	SNTC-24X7X4 UCS 5108 AC Chassis, updated backplane
36	N20-FW013	UCS Blade Server Chassis FW Package 3.0
37	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.
38	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis
39	N01-UAC1	Single phase AC power module for UCS 5108
40	N20-FAN5	Fan module for UCS 5108
41	UCSB-B200-M4	UCS B200 M4 w/o CPU, mem, drive bays, HDD, mezz
42	CON-SNTP-B200M4	SNTC-24X7X4UCS B200 M4 w/o CPU,mem,dr b,HDD,mezz
43	UCS-MR-1X322RU-A	32GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v
44	UCSB-MRAID12G	Cisco FlexStorage 12G SAS RAID controller with Drive bays
45	UCS-HD12T10KS2-E	1.2 TB 6G SAS 10K rpm SFF HDD
46	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers
47	UCSB-HS-EP-M4-F	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)
48	UCSB-HS-EP-M4-R	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)
49	C1UCS-OPT-OUT	Cisco ONE Data Center Compute Opt Out Option

50	UCS-CPU-E52697D	2.60 GHz E5-2697 v3/145W 14C/35MB Cache/DDR4 2133MHz
51	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot
52	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV
53	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors
54	UCS-FHM-6324	UCS 6324 In-Chassis FI with 4 UP, 1x40G Exp Port, 16 10Gb
55	CON-SNTP-FIM6324	SNTP-24X7X4 UCS 6324 In-Chs FI w/4 UP 1x40G E-Port
56	N10-MGT013	UCS Manager 3.0 for 6324
57	VMW-VSP-EPL-5A	VMware vSphere 5 Ent Plus (1 CPU), 5-yr, Support Required
58	CON-HSV1-VSXEPL5A	VSphere Enterprise Plus for 1 CPU; ANNUAL List 5-YR Req'd
59	FET-10G	10G Line Extender for FEX
60	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter
SFP-10G-LR-S=		
61	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class
CUIC-SVR-OFFERS=		
62	CUIC-SVR-OFFERS=	Cisco UCS Director Server Offerings
63	CON-SAU-SVROFFERS	Cisco UCS Director Server Offerings Software Application Sup
64	CUIC-BASE-K9	Cisco UCS Director Software License
65	CON-SAU-CUICBASE	SW APP SUPP + UPGR Cisco UCS Director Base Software
66	CUIC-TERM	Acceptance of Cisco UCS Director License Terms
SFP-10G-LRM=		
67	SFP-10G-LRM=	10GBASE-LRM SFP Module
ASA5555-K9		
68	ASA5555-K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES
69	CON-SNT-AS5K9	SNTP-8X5XNBD ASA 5555-X with SW,
70	ASA-PWR-AC	ASA 5545-X/5555-X AC Power Supply
71	SF-ASA-X-9.1-K9	ASA 9.1 Software Image for ASA 5500-X Series, 5555-X & ASA-5M
72	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
73	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)
74	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
75	ASA-PWR-AC	ASA 5545-X/5555-X AC Power Supply

76	ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software
77	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)
78	ASA5555-MB	*ASA 5555 IPS Part Number with which PCB Serial is associated
79	ASA-IC-C-BLANK	ASA 5545-X/5555-X Interface Card Blank Slot Cover
80	ASA-HD-BLANK	ASA 5512-X - 5555-X Hard Drive Blank Slot Cover
AMP8150-BUN		
81	AMP8150-BUN	Cisco AMP FirePOWER 8150 Chassis and Subscription Bundle
82	AMP8150-K9	Cisco FirePOWER AMP8150 Chassis, 1U, 3 Slots
83	CON-SNT-AMP8150	SNTP-8X5XNBD FirePOWER AMP8150
84	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
85	FP-PWR-AC-650W-	Cisco FirePOWER 650W AC Power Supply
86	AMP8150-CTRL-LIC	Cisco FirePOWER 8150 Control License
87	FPNM-4CU-1G-BP	FirePOWER 4-Port 1 Gbps Copper Network Module Bypass
88	CON-SNT-NM-4CU	SNTP-8X5XNBD NetMod 4-Port 1 Gbps Copper Bypass
89	SF-FPS.4-K9	Cisco FirePOWER Software v5.4
90	AMP8150-TAM-LIC=	Cisco FirePOWER AMP8150 IPS, Apps and AMP Service Licenses
91	AMP8150-TAM-5Y	Cisco FirePOWER 8150 IPS, Apps and AMP 5YR Service Subs
FS-VMW-SW-K9		
92	FS-VMW-SW-K9	Cisco FireSIGHT Management Center, Virtual (VMWare) FSIGHT Lic
93	CON-SAU-VMW	SW APP SUPP + UPGR Virtual FireSIGHT Software
L-ISE-APX-S-1K=		
94	L-ISE-APX-S-1K=	Cisco ISE 1K Endpoint Apex Subscription License
95	ISE-APX-5YR-1K	Cisco ISE 1K Endpoint Apex Subscription License
L-ISE-APX-S-100=		
96	L-ISE-APX-S-100=	Cisco ISE 100 Endpoint Apex Subscription License
97	ISE-APX-5YR-100	Cisco ISE 100 Endpoint Apex Subscription License
ISE-VM-K9=		
98	ISE-VM-K9=	Cisco Identity Services Engine Virtual Machine Image
99	CON-SAU-ISEVM	SW APP SUPP + UPGR Cisco Identity Services Engine Virtual M
L-ISE-PLS-S-100=		

100	L-ISE-PLS-S-100-	Cisco ISE 100 Endpoint Plus Subscription License
101	ISE-PLS-5YR-100	Cisco ISE 5-Yr 100 Endpoint Plus License
L-ISE-PLS-S-1K-		
102	L-ISE-PLS-S-1K-	Cisco ISE 1K Endpoint Plus Subscription License
103	ISE-PLS-5YR-1K	Cisco ISE 5-Yr 1K Endpoint Plus License
LIC-SME-5YR		
104	LIC-SME-5YR	Meraki License Systems Manager Enterprise, 5 Year
FP-AMP-LIC-		
105	FP-AMP-LIC-	Cisco Advanced Malware Protection Service License
106	FP-AMP-5Y-S4	Cisco Advanced Malware Protection 5YR, 1K-4999 Nodes
L-AC-PLS-5YR-G		
107	L-AC-PLS-5YR-G	Cisco AnyConnect / RA VPN 5-Yr Plus License Group
108	AC-PLS-5YR-1500-S	Cisco AnyConnect 5-Yr 1500 User Plus License
109	AC-PLS-5YR-1500	Cisco AnyConnect 5-Yr 1500 User Plus Subscription
110	L-AC-PLS-S-5Y-1500	Cisco AnyConnect 5-Yr 1500 User Plus (ASA License Key)
Technology Refresh - Layer 3 Distribution		
C1-C4500X-16SFP-		
111	C1-C4500X-16SFP+	Cisco ONE Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back
112	CON-SNT-45X16SFP	SNTC-8XSXNBD C1 Cat 4500-X 16 Port 10G IP Base
113	C40X-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply
114	C40X-PWR-750AC-RV2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply
115	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors
116	S45XUK9-37E	CAT4500-X Universal Crypto Image
117	SFP-10G-SR	10GBASE-SR SFP Module
118	C1FAPCAT4500X	Cisco ONE Foundation Perpetual Cat4500X Std
119	CON-ECMU-C1FA4500X	SWSS UPGRADES C1 Foundation Perpetual Cat4500X Std
120	C1AAPCAT45001	Cisco ONE Advanced Perpetual Cat4500X 16P and 24P Std
121	CON-ECMU-C1AAPCAT4	SWSS UPGRADES Cisco ONE Advanced P
122	C40X-NM-BLANK	Catalyst 4500X Network Module Blank

123	C1-PI-LFAS-4K6K-K9	Cisco ONE PI Device License for LF & AS for Cat 4k, 6k
124	C4500X-16P-ES-C1	Cisco ONE Ent. Services license for 16P Catalyst 4500-X
Total (T		
Technology Refresh - Access Layer Switches		
C1-C2960X-24PD-L		
125	C1-C2960X-24PD-L	Catalyst 2960-X 24 GgE PoE 370W, 2 x 10G SFP+, LAN Base
126	CON-ECMU-29X24PDL	SWSS UPGRADES C1 Cat 2960-X 24 GgE PoE 370W,2 x 10G SFP+
127	CAB-16AWG-AC	AC Power cord, 16AWG
128	C1FPCAT29001K9	Cisco ONE Foundation Perpetual - Catalyst 2900 24 Port
129	CON-ECMU-C1FPC291	SWSS UPGRADES C1 FND Perpetual - Cat2900 24 Port
130	C1-EGW-50-K9	Cisco ONE Energy Mgmt Perpetual Lic - 50 DO End Points
131	C1-ISE-BASE-24P	Cisco ONE Identity Services Engine 50 EndPoint Base Lic
132	C1-PI-LFAS-2K3K-K9	Cisco ONE PI Device License for LF & AS for Cat 2k, 3k
C1-C2960X-48FPD-L		
133	C1-C2960X-48FPD-L	Catalyst 2960-X 48 GgE PoE 740W, 2 x 10G SFP+, LAN Base
134	CON-ECMU-2948FPDL	SWSS UPGRADES C1 Cat 2960-X 48 GgE PoE 740W,2x10G SFP+
135	CAB-16AWG-AC	AC Power cord, 16AWG
136	C1FPCAT29002K9	Cisco ONE Foundation Perpetual - Catalyst 2900 48 Port
137	CON-ECMU-C1FPC292	SWSS UPGRADES C1 FND Perpetual - Cat2900 48 Port
138	C1-EGW-50-K9	Cisco ONE Energy Mgmt Perpetual Lic - 50 DO End Points
139	C1-ISE-BASE-48P	Cisco ONE Identity Services Engine 50 EndPoint Base Lic
140	C1-PI-LFAS-2K3K-K9	Cisco ONE PI Device License for LF & AS for Cat 2k, 3k
C2960X-STACK-		
141	C2960X-STACK-	Catalyst 2960-X FlexStack Plus Stacking Module optional
142	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
CAB-STK-E-3M-		
143	CAB-STK-E-3M-	Cisco Bladeswitch 3M stack cable
Total (Tech		
Technology Refresh - Wireless		
C1-AIR-CT5520-K9		
144	C1-AIR-CT5520-K9	Cisco ONE - 5520 Wireless Controller wrack mounting kit

145	CON-SNT-CT5520K9	SNTC-8X5XNBD Cisco 5520 Wireless Controller Witrack mo
146	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
147	AIR-PSU1-770W	770W AC Hot-Plug Power Supply for 5520 Controller
148	C1FPAIRK9	Cisco ONE Foundation Perpetual - Wireless
149	CON-ECMU-C1FPAIR	SWSS UPGRADES C1 Foundation Perpetual - Wireless
150	AIR-CT5520-SW-8.1	Cisco 5520 Wireless Controller SW Rel. 8.1
151	AIR-PSU1-770W	770W AC Hot-Plug Power Supply for 5520 Controller
152	AIR-BZL-C220M4	Cisco 5520 Wireless Controller Security Bezel
153	AIR-CPU-E52609D	1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz
154	AIR-CT6870-NIC-K9	PCIe Network Interface 20G
155	AIR-MR-1X081RU-A	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v
156	AIR-SD-32G-S	32GB SD Card for UCS servers
157	AIR-SD240G0KS2-EV	240GB 2.5 Inch Enterprise Value 6G SATA SSD
158	AIR-TPM2-001	Trusted Platform Module 1.2 for UCS (SPI-based)
159	C1-MSE-WIPS-1	Cisco ONE Mobility Svcs - Wireless Intrusion Prevention 1AP
160	C1-PI-LFAS-AP-K9	Cisco ONE PI Device License for LF & AS for WLAN
161	C1-HSE-BASE-AP	Cisco ONE Identity Services Engine 25 EndPoint Base Lic
162	C1-MSE-CMX-1	Cisco ONE Mobility Svcs-Connected Mobile Experience 1AP Lic
163	C1-MSE-LS-1	Cisco ONE CMX Base (Location + Connect) - 1AP license
164	C1-WLC-1	Cisco ONE Wireless LAN Controller AP License (any WLC)
165	C1-MSE-PAK	Cisco ONE MSE License PAK
166	C1-WLC-PAK	Cisco ONE Wireless LAN Controller AP License PAK (any WLC)
LIC-CT5520-UPG		
167	LIC-CT5520-UPG	Top Level SKU for 5520 AP Adder Licenses
168	CON-SNT-LICCT552	SNTC-8X5XNBD Top Level SKU for 5520 AP Adder Licenses
169	LIC-CT5520-1A	Cisco 5520 Wireless Controller 1 AP Adder License
170	CON-SNT-LICT5520	SNTC-8X5XNBD Cisco 5520 Wireless Controller 1 AP Adde
AIR-CAP2702I-A-K9		
171	AIR-CAP2702I-A-K9	802.11ac CAP w/CleanAir, 3x4:3SS; Int Ant; A Reg Domain
172	CON-SNT-AIRCIAK9	SNTC-8X5XNBD 802.11ac CAP w/Clean
173	S3G4K9W7-15303JA	Cisco 2700 Series IOS WIRELESS LAN

174	AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)
175	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)
176	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW
R-PI2X-N-K9		
177	R-PI2X-N-K9	Cisco Prime Infrastructure 2.x - No Node Lock
178	CON-ECMU-RPI2XNK9	SWSS UPGRADES Cisco Prime Infrastructure 2.x - No Node
179	L-PI2X-LF-N-25	Prime Infrastructure 2.x - Lifecycle - 25 Device Lio-NNL
180	CON-ECMU-LPXLFN25	SWSS UPGRADES Prime Infrastructure 2.x - Lifecycle - 2
181	L-PILMS42A-25	Prime Infrastructure LMS 4.2A - 25 Device Base Lic
182	L-PILMS42-KIT	Prime Infrastructure - LMS License Kit
Lions Club Park Industrial Ethernet Switches		
IE-4000-4T4P4G-E		
183	IE-4000-4T4P4G-E	IE 4000 4 x RJ45 10/100M, 4 x PoE 10/100M, 4 x 1G Combo , LA
184	CON-SNT-IE4004GE	SNTC-8X5XNBD IE 4000 4 x RJ45 10/100M, 4 x PoE 10/100
PWR-IE170W-PC-AC=		
185	PWR-IE170W-PC-AC=	IE family power supply 170W. AC to DC
IE-4000-4T4P4G-E		
186	IE-4000-4T4P4G-E	IE 4000 4 x RJ45 10/100M, 4 x PoE 10/100M, 4 x 1G Combo , LA
187	CON-SNT-IE4004GE	SNTC-8X5XNBD IE 4000 4 x RJ45 10/100M, 4 x PoE 10/100
PWR-IE170W-PC-AC=		
188	PWR-IE170W-PC-AC=	IE family power supply 170W. AC to DC
Total (Lions Club Park)		
Lions Club Park Outdoor Wi-Fi		
AIR-AP1572EAC-B-K9		
189	AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg_Domain-B
190	CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po
191	SW1570-UMD1A01-K9	SW Cisco AP1570: Unified Mesh(8.0.TBD)
192	AIR-ANT2568VG-N	2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant., Gray, N conn.
193	AIR-ANT-GPS-1	GPS Antenna for AP1570

AIR-ACCPMK1570-1=		
194	AIR-ACCPMK1570-1=	1570 Series Pole-Mount Kit (Type-1)
AIR-ACCPMK1570-2=		
195	AIR-ACCPMK1570-2=	1570 Series Pole-Mount Kit (Type-2)
AIR-CORD-R3P-40NA=		
196	AIR-CORD-R3P-40NA=	1520 Series AC Power Cord, 40 ft. N. Amer Plug
AIR-PWRINJ1500-2=		
197	AIR-PWRINJ1500-2=	1520 Series Power Injector
198	AIR-PWR-CORD-NA	AIR Line Cord North America
AIR-AP1572EAC-B-K9		
199	AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B
200	CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po
201	SW1570-UMD1A01-K9	SW Cisco AP1570: Unified Mesh(8.0.TBD)
AIR-ACCPMK1570-1=		
202	AIR-ACCPMK1570-1=	1570 Series Pole-Mount Kit (Type-1)
AIR-ACCPMK1570-2=		
203	AIR-ACCPMK1570-2=	1570 Series Pole-Mount Kit (Type-2)
AIR-CORD-R3P-40NA=		
204	AIR-CORD-R3P-40NA=	1520 Series AC Power Cord, 40 ft. N. Amer Plug
AIR-PWRINJ1500-2=		
205	AIR-PWRINJ1500-2=	1520 Series Power Injector
206	AIR-PWR-CORD-NA	AIR Line Cord North America
EH-600T-ODU-POE		
207	EH-600T-ODU-POE	Siklu 600T POE, 500Mbps Upgradeable to 1Gbps
208	EH-UPG-500-1000	Siklu Upgrade-500 to 1000Mbps
209	SR-SL-3Y-600	Service&Support-Silver, 3yr-EH600
210	SITE-HW	Site Hardware
Lions Club Park Wi-Fi Management		
R-PI2X-N-K9		
211	R-PI2X-N-K9	Cisco Prime Infrastructure 2.x - No Node Lock

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: **Property Schedule No. 2**, dated January 15, 2016, to Master Tax-Exempt Lease/Purchase Agreement dated March 09, 2004, between Key Government Finance, Inc. and City of Killeen.

Ladies and Gentlemen:

We have acted as special counsel to City of Killeen ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of March 09, 2004 (the "Master Agreement"), between City of Killeen, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 2 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of January 15, 2016 by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the

Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 2**, dated January 15, 2016, to Master Tax-Exempt Lease/Purchase Agreement dated March 09, 2004, between Key Government Finance, Inc. and City of Killeen.

The **undersigned attestor**, being the duly elected, qualified and acting _____ of the City of Killeen ("Lessee") does hereby certify, as of January 15, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on _____, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

City of Killeen
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT 4

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2**, dated January 15, 2016 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated March 09, 2004, between Key Government Finance, Inc. ("Lessor") and City of Killeen ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: KeyBank National Association - Escrow

By check _____

By wire transfer X

City of Killeen

By: _____

Name: _____

Title: _____

EXHIBIT 5

Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2**, dated January 15, 2016, to Master Tax-Exempt Lease/Purchase Agreement dated March 09, 2004, between Key Government Finance, Inc. and City of Killeen.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

City of Killeen
as Lessee

By: _____

Name: _____

Title: _____

Bank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2**, dated January 15, 2016, to Master Tax-Exempt Lease/Purchase Agreement dated March 09, 2004, between Key Government Finance, Inc. and City of Killeen.

Bank Qualified Tax-Exempt Obligation

(Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: City of Killeen
By:
Name:
Title:

****Please fill out this form and email it to your insurance company****

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____
(Address) _____
(Address) _____
(Contact Name) _____
(Contact Phone) _____
(Contact Fax) _____

FROM:

Customer/Lessee: City of Killeen
101 North College Street
Killeen, Texas 76541
Contact Name: Jonathan Locke
Contact Phone: (254) 501-7730

City of Killeen is in the process of financing Networking with Key Government Finance, Inc. (**\$1,298,727.05**)

City of Killeen requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

1. Please **EMAIL** this completed information to:
Key Government Finance, Inc.
Kim Bush, Account Manager
Phone Number: (720) 304-1419
Email to kim.l.bush@key.com
2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
11030 Circle Point Rd., 2nd Floor
Westminster, CO 80020
3. Please **CONTACT** the Account Manager:
 - ✓ When sending this Certificate.
 - ✓ If this cannot be completed today.
 - ✓ If you have any questions.

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

 X I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City of Killeen
By:
Name:
Title:

LESSEE INVOICE INSTRUCTIONS
(The information you provide enables us to invoice you correctly.)

City of Killeen

BILL TO ADDRESS:

BILLING CONTACT:

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** “FORM OF REQUISITION OF COSTS OF PROPERTY”. This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** “DISBURSEMENT SCHEDULE” complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** “ACCEPTANCE CERTIFICATE” (this document was part of your original document package), along with the Exhibit A “FORM OF REQUISITION OF COSTS OF PROPERTY” and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Kim Bush
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
(720) 304-1419
Email: kim.l.bush@key.com

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of January 15, 2016 and entered into among Key Government Finance, Inc. ("Lessor"), City of Killeen ("Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Master Tax-Exempt Lease/Purchase Agreement, dated as of March 09, 2004 and Schedule No. 2 thereunder, dated as of January 15, 2016 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "City of Killeen Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and Lessor in accordance with this Escrow Agreement, subject to Lessor's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessee hereby grants to Lessor a security interest in the Acquisition Fund to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$1,298,727.05. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as **lien holder**.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

Master TELP-Add On Schedule

KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit B, which is incorporated by reference herein, in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent

Master TELP-Add On Schedule

KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

Master TELP-Add On Schedule

KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

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

16. WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, LESSEE, LESSOR AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE ACTIONS OF LESSOR, LESSEE OR ESCROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

City of Killeen

By: _____
Authorized Officer

By: _____
Authorized Officer

Title:

Title:

Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

Address: 101 North College Street
Killeen, Texas 76541

KeyBank National Association

By: _____
Authorized Officer

Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule No. 2

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Kim Bush
(720) 304-1419
Email: kim.l.bush@key.com

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of January 15, 2016, among City of Killeen (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:

- (a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
- (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
- (c) insurance requirements of the Lease have been complied with and such coverage is in force;
- (d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
- (e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

City of Killeen

By: _____
Name: _____
Title: _____
Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City of Killeen

By: _____

Name: _____

Title: _____

Date: _____

[Please type on your letterhead]
EXHIBIT B

INVESTMENT DIRECTION

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Kim Bush
(720) 304-1419

KeyBank National Association
1000 S. McCaslin Blvd.
Superior, CO 80027
Attn: Escrow Agent

The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of January 15, 2016, among City of Killeen (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to invest monies held in the Acquisition Fund in the following manner:

Money Market Deposit Account held at KeyBank National Association

All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.

City of Killeen

By: _____
Name: _____
Title: _____
Date: _____

INVOICE



Key Government Finance, Inc.
 1000 S. McCaslin Blvd.
 Superior CO 80027

Bill to: City of Killeen Jonathan Locke 101 North College Street Killeen, Texas 76541	Invoice No.	106564-01
	Invoice Date:	January 07, 2016
	Lease No.	1800106564
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
Reference:		

Qty	Item	Description	Total
1	Lease Payment	Payment due February 15, 2016	\$ 259,745.41
		Tax	
		Balance Due	\$ 259,745.41

Please remit funds to: Key Government Finance, Inc. Attn: Kim Bush 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: (720) 304-1419	REMITTANCE INFORMATION	
	Date:	
	Amount Due:	
	Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc.
 - 2) Return a copy of this invoice with your payment.
 - 3) Keep a copy of this invoice for your records.
 - 4) Direct all inquiries to the contact listed above.

Comments: