



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456
Email: tamura.m.kaler@key.com

Friday, January 15, 2016

James Dahl
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

Re: Payment Plan Agreement

Dear Mr. Dahl:

Enclosed, please find two (2) sets of payment plan agreement 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: Tammy Kaler
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 refer to the enclosed Document Checklist when preparing the documents.

Please contact me at (720) 304-1202 with any questions or concerns you may have.

Sincerely,

Tammy Kaler
Account Manager

DOCUMENTATION CHECK

- Payment Plan Agreement
- Schedule to Payment Plan Agreement
- Exhibit A – Services Description
- Exhibit B – Purchaser’s Counsel’s Opinion
Exhibit B 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 Payment Plan Agreement.
- Exhibit C – Purchaser’s Certificate
- Invoicing Instructions
- Invoice for 1st Payment

Payment Plan Agreement, Dated January 25, 2016

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| Accepted by Seller: |
| Key Government Finance, Inc. ("Seller") 1000 South McCaslin Blvd. Superior, CO 80027 |
| By: |
| Name: |
| Title: |

| |
|--|
| Agreed to by Purchaser: |
| City of Aurora ("Purchaser") 44 East Downer Place Aurora, Illinois 60507 |
| By: |
| Name: |
| Title: |

AGREEMENT: Purchaser has entered into that certain Cisco SMARTnet Renewal – 5 Year Quote for City of Aurora, undated (the "Services Contract"), with Sentinel Technologies, Inc. (the "Vendor") for certain services set forth therein (the "Services") to be provided by Cisco Systems, Inc. ("Cisco") and said Services Contract provides a fixed pricing for multiple years of such Services should the Purchaser pay or cause to be paid to Cisco for multiple years of Services at the start of the Services Contract (the "Multi-Year Service Payment"). Seller agrees to assist Purchaser by making the Multi-Year Service Payment in return for Purchaser's entering into this Payment Plan Agreement, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Schedule. This Payment Plan Agreement together with the Schedule shall be defined as the Agreement. **THE AGREEMENT MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between Seller and Purchaser for the services. Documentation (e.g., orders and invoices) between or among Purchaser and any services vendor, dealer, distributor or manufacturer does not apply to the Agreement or to Seller.

TERM: The Term of this Agreement shall begin on the commencement date set forth in the Schedule to this Payment Plan Agreement and shall terminate upon payment of the final Installment Payment set forth in the Schedule, unless terminated sooner pursuant to this Agreement of the Schedule.

INSTALLMENT PAYMENTS: Purchaser shall promptly pay Installment Payments in the amounts, and on the dates specified, in the Schedule.

NO OFFSET: SUBJECT TO THE PARAGRAPH ENTITLED "NONAPPROPRIATION" HEREIN, THE OBLIGATIONS OF CUSTOMER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY FOR WHICH THE SERVICES ARE BEING PROVIDED OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST CISCO OR THE VENDOR. Purchaser shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Services.

LATE CHARGES: Should Purchaser fail to duly pay any part of any Installment Payment or other sum to be paid to Seller under this Agreement on the date on which such amount is due hereunder, then Purchaser shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

INSURANCE FOR PROPERTY RELATED TO SERVICES: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the property for which the Services are being provided (the "Maintained Property"), sufficient to protect the full replacement value of such Maintained Property. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term.

TAXES: (a) To the extent applicable, Purchaser shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Seller or Purchaser, on or relating to the Installment Payments or Services, or the use, ownership or operation thereof, and on or relating to this Agreement; excluding, however, Seller's net income taxes. Applicable sales and use taxes shall be paid with the Installment Payments unless Purchaser provides evidence of direct payment authority or an exemption certificate valid in the state where the Services are provided.

(b) Purchaser agrees that it will not list or report any Services for property tax purposes unless otherwise directed in writing by Seller. Upon receipt of any property tax bill pertaining to the Services from the appropriate taxing authority, Seller will pay such tax and invoice Purchaser for the expense. Purchaser will reimburse Seller for such expense on the next Installment Payment date. Purchaser shall be responsible for claiming or obtaining any exemption from property taxes to which Purchaser may be entitled under applicable law, and for informing Seller of any such exemption.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto. If Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver the Services Contract and this Agreement and to carry out its obligations thereunder and hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Services Contract and this Agreement. (d) The Maintained Property and the Services will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Purchaser's need for the Services is not expected to diminish during the term of the Agreement. (e) Purchaser has funds available to pay Installment Payments until the end of its current appropriation period and Purchaser covenants to include all Installment Payments due under the Schedule in its preliminary annual budget for submission to the governing body of the Purchaser. (f) The Purchaser shall comply at all times with all applicable requirements of the Code. The Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

INDEMNIFICATION: To the extent permitted by law, Purchaser shall indemnify and save Seller harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) any breach or default on the part of Purchaser in the performance of any of its obligations under this Agreement or the Services Contract, or (b) any act of negligence of Purchaser, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Services, (c) the acquisition, delivery, and acceptance of the Services. No

Taxable PPA-Appropriation

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

indemnification will be made for negligence or breach of duty under this Agreement by Seller, its directors, officers, agents, employees, successors, or assignees. Purchaser's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Services, this Agreement or any interest therein. Purchaser agrees not to take any action with respect to the Maintained Property that would eliminate the need for the Services during the Term; provided that in the event of a Nonappropriation, as hereinafter defined, this restriction shall not apply.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder.

NONAPPROPRIATION: If sufficient funds are not appropriated to make Installment Payments under this Agreement, this Agreement shall terminate and Purchaser shall not be obligated to make Installment Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Purchaser shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, cease receiving Services. If Purchaser fails to cease receiving Services, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to cease receiving Services and for any other loss suffered by Seller as a result of Purchaser's failure to cease receiving Services as required. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the term of this Agreement or result in any liability to Purchaser.

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) Default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Services, including notifying Cisco to cease providing the Services to Purchaser, which shall be binding on Cisco and the Purchaser; (b) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (c) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. **UNLESS PROHIBITED BY LAW, PURCHASER AND SELLER 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 AGREEMENT.**

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Services and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the state in which Purchaser is located. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Schedule to Payment Plan Agreement

This **Schedule** is entered into pursuant to Payment Plan Agreement dated as of January 25, 2016 between Seller and Purchaser.

1. Interpretation. The terms and conditions of the Payment Plan Agreement (the "Agreement") are incorporated herein.
2. Services Description. The Services subject to this Schedule are described in Exhibit A, attached hereto.
3. Term and Payments. Term and Installment Payments are per the table below. Purchaser shall have the option to prepay the Installment Payments due under this Schedule by paying the Concluding Balance shown in the table below, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
4. Expiration. Seller, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by Seller at its place of business by February 24, 2016.
5. Multi-Year Services Payment. The Multi-Year Services Payment to Cisco Systems, Inc., shall be \$2,261,359.00.
6. Opinion of Counsel. Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit B, hereto.
7. Commencement Date: January 25, 2016

| Payment No. | Payment Due Date | Installment Payment | Concluding Balance (with Installment Payment on Due Date) |
|-------------|------------------|---------------------|---|
| 1 | 25-Feb-2016 | \$452,271.80 | \$1,676,234.10 |
| 2 | 25-Feb-2017 | 452,271.80 | 1,283,677.34 |
| 3 | 25-Feb-2018 | 452,271.80 | 873,958.42 |
| 4 | 25-Feb-2019 | 452,271.80 | 446,327.01 |
| 5 | 25-Feb-2020 | 452,271.80 | 0.00 |

IN WITNESS WHEREOF, Seller and Purchaser have caused this Schedule to be executed in their names by their duly authorized representatives.

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|---|
| Seller: Key Government Finance, Inc. |
| By: |
| Name: |
| Title: |

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|----------------------------------|
| Purchaser: City of Aurora |
| By: |
| Name: |
| Title: |

| |
|------------|
| Attest By: |
| Name: |
| Title: |

The Services are as set forth in that certain Cisco SMARTnet Renewal – 5 Year Quote for City of Aurora, undated (the “Services Contract”), between Purchaser and Sentinel Technologies, Inc.

EXHIBIT B

Purchaser's Counsel's Opinion

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

[Address to Seller and Purchaser]

RE: Payment Plan Agreement between Key Government Finance, Inc. and City of Aurora.

Ladies and Gentlemen:

We have acted as special counsel to City of Aurora ("Purchaser"), in connection with the Payment Plan Agreement, and Schedule dated as of January 25, 2016, between City of Aurora, as Purchaser, and Key Government Finance, Inc., as Seller, and any amendment or addendum thereto, if any (the "Payment Plan Agreement"), and the Services Contract, as such term is defined in the Payment Plan Agreement, between Vendor and Purchaser (together, the Payment Plan Agreement and Services Contract being referred to herein as, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

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

1. Purchaser 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. Purchaser has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Agreement, 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.

4. The Agreement has been duly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser 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 Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. 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 Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Purchaser to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

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

Very truly yours,

By: _____

EXHIBIT C

Purchaser's Certificate

Re: Payment Plan Agreement, Key Government Finance, Inc. and City of Aurora.

The undersigned, being the duly elected, qualified and acting _____ of City of Aurora ("Purchaser") do hereby certify, as of January 25, 2016, as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Payment Plan Agreement (the "Agreement") by the following named representative of Purchaser, to wit:

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

2. The above-named representative of the Purchaser 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 Purchaser at which the Agreement was 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 Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Purchaser; (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 Purchaser, 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 Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of the Services, under the Agreement, has been duly authorized by the governing body of Purchaser.

6. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement 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 Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

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

INVOICE INSTRUCTIONS

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

City of Aurora

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:

ADDITIONAL INFORMATION NEEDED ON INVOICE:

INVOICE



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

| | | |
|---|--------------------|------------------|
| Bill to: City of Aurora James Dahl 44 East Downer Place Aurora, Illinois 60507 | Invoice No. | 106649-1 |
| | Invoice Date: | January 15, 2016 |
| | Payment Plan No. | 1800106649 |
| | Purchase Order No. | |
| | Contract No. | |
| | CSA No. | |
| | ACT No. | |
| | Reference: | |

| Qty | Item | Description | Total |
|-----|---------------------|-------------------------------|--------------|
| 1 | Installment Payment | Payment due February 25, 2016 | \$452,271.80 |
| | | Tax | |
| | | Balance Due | \$452,271.80 |

Please remit funds to:
 Key Government Finance, Inc.
 Attn: Tammy Kaler
 1000 S. McCaslin Blvd.
 Superior, CO 80027

Contact Phone: (720) 304-1202

| 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: