

American Capital

July 5, 2016

Mr. Kris Callahan
Brown County CUSD #1
214 E. North Sterling Street
Mt. Sterling, IL 62353

Dear Mr. Callahan,

Thank you for choosing American Capital; we are pleased to support your leasing needs. Please find the following enclosed documentation for your review and completion. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, a fully executed set will be returned to you for your files.

For your convenience, we have listed the documentation that we require:

- 1) **Addendum** - the authorized person must sign where indicated. An attested signature is also required.
- 2) **Property Schedule No. 2** - the authorized person must sign where indicated. An attested signature is also required.
- 3) **Exhibit 1** - complete the property location and the authorized person signs at the bottom.
- 4) **Exhibit A** - for review only; no signature required.
- 5) **Exhibit 2** - Lessee's Counsel's Opinion - To be provided on the letterhead of Lessee's counsel.
- 6) **Exhibit 3** - enter title of authorized person to sign the documents in the blank at the top. Same person signs and prints name and title at the bottom.
- 7) **Incumbency Certificate** - enter the name and title of the authorized person to sign the documents. Secretary or Clerks signs and prints name and title at the bottom.
- 8) **Exhibit 6** - the authorized person must sign at the bottom where indicated.
- 9) **Request for Certificate of Insurance** - complete the insurance information in first box, authorized signor signs in the second box where indicated and please forward a copy to the insurance agent.
- 10) **Notification of Tax Treatment** - the authorized person must sign where indicated. Please provide your active exemption certificate.
- 11) **Notice and Acknowledgment** - the authorized person must sign at the bottom where indicated.
- 12) **Exerow Agreement with Exhibit 1 & 2** - the authorized person must sign on page 4 & 5 where indicated.
- 13) **Exhibit 3 - Requisition Request - HOLD** - to be completed and signed when there are vendor invoices to pay.
- 14) **Exhibit 4 - Final Acceptance Certificate - HOLD** - to be signed when we have the final vendor invoice to pay.
- 15) **Exhibit 6 - Optional** - please read, complete and sign if applicable.

An IRS Form 8038-G will be required for this transaction. Please sign the enclosed form and we will complete this at closing or have the attorney complete this and return the original. A copy will be returned to you after filing.

Thank you for your prompt attention in this matter. If you have any questions, please do not hesitate to call.

Suzanne Otto
630-512-0066 x. 130
sotto@americancapital.com

ADDENDUM (ILLINOIS)
Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of August 1, 2016 between American Capital Financial Services, Inc. ("Lessor") and Brown County Community Unit School District #1 ("Lessee"), is intended to modify and supplement Property Schedule No. 2 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of July 1, 2016 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5-1012, 5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded.

(b) If Lessee is a municipality:

(i) The debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded;


(ii) The Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.

(c) If Lessee is a school district, the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee;

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: American Capital Financial Services, Inc.
By:
Name:
Title:

Lessee: Brown County Community Unit School District #1
By: 
Name: Vicki Phillips
Title: Superintendent

Attest:
By: 
Name: Bookkeeper
Title: Tracy Flowers

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 July 1, 2016, between American Capital Financial Services, Inc., and Brown County Community Unit School District #1.

- 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 August 1, 2016.
- 3. Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease 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. Proceeds.** Exhibit 4 is intentionally omitted.
- 7. Acceptance Certificate.** Exhibit 5 is intentionally omitted.
- 8. Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Private Activity Issues.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is refinanced (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- 10. Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- 11. Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by August 25, 2016.

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: American Capital Financial Services, Inc.
By:
Name:
Title:

Lessee: Brown County Community Unit School District #1
By: <i>Vicki Phillips</i>
Name: <i>Vicki Phillips</i>
Title: <i>Superintendent</i>

Attest:
By: <i>Tracy Flowers</i>
Name: <i>Tracy Flowers</i>
Title: <i>Bookkeeper</i>

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and Brown County Community Unit School District #1.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

503 NW Cross St.
Address

Mount Sterling, IL 62353
City, State Zip Code

USE: Technology - 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.

Lease Payment Schedule

Total Principal Amount: \$276,020.50

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	1-Oct-2016	58,740.00	57,400.67	1,339.33	NA
2	1-Oct-2017	58,740.00	52,297.46	6,442.54	171,312.03
3	1-Oct-2018	58,740.00	53,838.63	4,901.37	115,858.25
4	1-Oct-2019	58,740.00	55,425.20	3,314.80	58,770.29
5	1-Oct-2020	58,740.00	57,058.54	1,681.46	0.00
TOTALS		293,700.00	276,020.50	17,679.50	

Interest Rate: 2.906%

Lessee: Brown County Community Unit School District #1
By: <i>Vicki Phillips</i>
Name: <i>Vicki Phillips</i>
Title: <i>Superintendent</i>

EXHIBIT A**Property Description**

Line	Description	Qty
1	Cisco HyperFlex	
2	UCS SP HX240c w/2xF52690v3,16x32Gmem,3yrSW.Addnl 2xFI reqd	1
3	UCS SP HX240c Hyperflex Systemw/2xF52690v3,12x32Gmem,3yr SW	7
4	SNTC 24X7X4 UCS SP HX240c Hperflex Systemw/2xE52690v3,12x32G	7
5	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	14
6	Cisco HyperFlex HX Data Platform SW Subscription 3 Year	7
7	Factory Installed vSphere SW (End user to provide License)	7
8	UCS SP Hyperflex System 6248 FI w/ 12p LIC	2
9	SMARTNET 24X7X4 UCS SP Hyperflex System 6248 FI w/ 12p LIC	2
10	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	4
11		
12	UCS C220 M4 SFF w/o CPU, mem, HD, PCIe, PSU, rail kit	1
13	SNTC-24X7X4OS UCS C220 M4 SFF w/o CPU, mem, HD	1
14	1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz	2
15	8GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v	2
16	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	1
17	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	2
18	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2
19	Cisco 12G SAS Modular Raid Controller	1
20	Cisco 12Gbps SAS 512MB H8WC Cache module (Raid 0/1/5)	1
21	Cisco ONE Data Center Compute Opt Out Option	1
22	600GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	3
23	Qlogic QLE8442 dual-port 10G SFP+ NIC	1
24		
25	Cisco ONE Catalyst 3850 12 Port 10G Fiber Switch 1P Base	2
26	SNTC-24X7X4OS Cisco ONE Catalyst 3850 12 Port 10G Fibc	2
27	CAT3850 Universal k9 image	2

Line	Description	Qty
28	Cisco One Foundation Perpetual Catalyst 3850 12-port fiber	2
29	SWSS UPGRADES C1 FND Perpetual Cat3850 12-port fiber	2
30	North America AC Type A Power Cable	4
31	350W AC Config 1 Secondary Power Supply	2
32	50CM Type 1 Stacking Cable	2
33	Catalyst 3750X and 3850 Stack Power Cable 30 CM	2
34	60 Months Support	
35		
36	LPS Professional Services	
37	Implementation Services: -Hyperflex Installation - Up to 7 nodes -Install C220M4 with free ESXi and vCenter 6 -VMware Horizon View upgrade. Connection server, security server, integrate new View Composer -Storage vMotion of up to 4TB of server VM data and Golden Images for redeployment -Reconfigure Veeam to point directly to new Data Domain server. DD checkout to ensure link aggregation has been configured	1

EXHIBIT 2

Lessee's Counsel's Opinion

(To be provided on letterhead of Lessee's counsel.)

August 1, 2016

American Capital Financial Services, Inc.
2015 Ogden Avenue #400
Lisle, IL 60532

Brown County Community Unit School District #1
503 NW Cross
Lisle, IL 60532
Attention: Kris Galleher

RE: Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and Brown County Community Unit School District #1

Ladies and Gentlemen:

We have acted as special counsel to Brown County Community Unit School District #1 ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of July 1, 2016 (the "Master Agreement"), between Brown County Community Unit School District #1, as lessee, and American Capital Financial Services, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 2 (the "Property Schedule") pursuant to the Master Agreement. 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 Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule 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 Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule 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 Master Agreement and the Property Schedule, 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 Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule 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 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 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 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 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.

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 Property Schedule.

Very truly yours,

By: _____

Name _____

Title _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 2** dated as of August 1, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated July 1, 2016 between American Capital Financial Services, Inc. and Brown County Community Unit School District #1.

The undersigned, being the duly elected, qualified and acting Superintendent
(Title of Person to Execute Lease/Purchase Agreement)
of the Brown County Community Unit School District #1 ("Lessee") does hereby certify, as of August 1, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, 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 undersigned.

2. 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.

3. 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 a Nonappropriation Event (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.

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

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease 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.

6. 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.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 1, 2016.

Brown County Community Unit School District #1

By 
Signature of Person to Execute Lease/Purchase Agreement

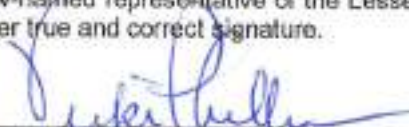
Superintendent
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 2** dated as of August 1, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of July 1, 2016 between American Capital Financial Services, Inc. and Brown County Community Unit School District #1.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Brown County Community Unit School District #1 ("Lessee") does hereby certify, as of August 1, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.



(Signature of Person to Execute Lease/Purchase Agreement)

Vicki Phillips, Superintendent

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 1, 2016.



Secretary/Clerk

Print Name
and Title: James Blakeley, Secretary

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

American Capital Financial Services, Inc.
2015 Ogden Avenue #400
Lisle, IL 60532

Re: Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and Brown County Community Unit School District #1

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

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.

or


Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: Brown County Community Unit School District #1
By: 
Name: Vicki Phillips
Title: Superintendent

INSURANCE AUTHORIZATION AND VERIFICATION

Date: August 1, 2016

Property Schedule No: 2

To: Brown County Community Unit School District #1 (the "Lessee")

From: American Capital Financial Services, Inc. (the "Lessor")
 2015 Ogden Avenue #400
 Lisle, IL 60532
 Attn: Jason Marquardt

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry **PROPERTY** insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$276,020.50, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Jason Marquardt at 630-512-0066 x118.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:	Yingling & Nuessen	
Address:	111 W Washington Mt. Sterling, IL 62353	
Phone/Fax:	217-773-3397	
Email:		

Lessee: Brown County Community Unit School District #1	
By:	<i>Vicki Phillips</i>
Name:	Vicki Phillips
Title:	Superintendent

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 630-512-0070. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X Yingling & Nuessen

By: X *M.D. Yingling*
(Agent's Signature)

Print Name: X Michael D. Yingling

Date: X 7/28/16

Insurable Value: \$276,020.50


ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 2

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This Notification of Tax Treatment is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of July 1, 2016 and the related Property Schedule No. 2 dated August 1, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Brown County Community Unit School District #1	
By:	
Name:	Vicki Phillips
Title:	Superintendent



Illinois Department of Revenue

Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782 8881

January 2, 2015

BROWN COUNTY SCHOOL DISTRICT #1
SUPERINTENDENT
503 NORTH WEST CROSS STREET
MT STERLING, IL 62353

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

09998-8194-07
to
BROWN COUNTY SCHOOL DISTRICT #1
of
MT STERLING, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

American Capital Financial Services, Inc. and Brown County Community Unit School District #1 ("Lessee") have entered into a Master Tax-Exempt Lease/Purchase Agreement, dated July 1, 2016 and related Property Schedule No. 2 dated August 1, 2016 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that American Capital Financial Services, Inc. has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which American Capital Financial Services, Inc.'s Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

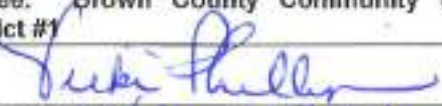
"PURCHASER"

U.S. Bancorp Government Leasing and Finance, Inc.
PO Box 959067
St. Louis, MO 63179-9067

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against American Capital Financial Services, Inc. or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Lessor: American Capital Financial Services, Inc.	Lessee: Brown County Community Unit School District #1
By:	By: 
Printed Name:	Printed Name: Vicki Phillips
Title:	Title: Superintendent
Date:	Date: 8-1-16

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of August 1, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("Assignee"), Brown County Community Unit School District #1 ("Lessee") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("Escrow Agent").

Assignee and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of July 1, 2016 (the "Master Agreement") and a Property Schedule No. 2 hereto dated August 1, 2016 (the "Schedule" and, together with the terms and conditions of the Agreement incorporated therein, the "Agreement"). The Schedule contemplates that certain personal property described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "Vendor"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Assignee to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Assignee will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "Purchase Price") being \$276,020.50, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "Escrow Fund"), is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Assignee, 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 either Lessee or Assignee. Assignee, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Assignee have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Assignee under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Assignee 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 the Escrow Fund, the Assignee's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "Closing Date"), Assignee shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Assignee, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the

Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Assignee).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Assignee that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Assignee in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. 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 Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Assignee, Escrow Agent shall send monthly statements of account to Lessee and Assignee, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Assignee and Lessee. Assignee's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Assignee that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Assignee for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Assignee that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Assignee to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Assignee consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Assignee in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Assignee.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Assignee. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Assignee with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Assignee in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Assignee and Lessee. Assignee may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Assignee.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 80% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebuttable arbitrage on the Agreement and pay rebuttable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby, or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

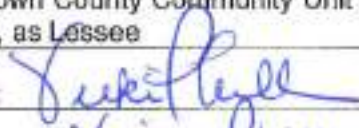
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Assignee.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Assignee
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

Brown County Community Unit School District #1, as Lessee
By: 
Name: Vicki Phillips
Title: Superintendent
Address: 503 NW Cross Lisle, IL 60532

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 th Street, 12 th Floor Denver, CO 80202

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Brown County Community Unit School District #1
Company Name


Signature of Authorized Directing Party

Trust Account Number - includes existing and future sub-accounts unless otherwise directed

Superintendent 8/10/16
Title/Date

EXHIBIT 2

Schedule of Fees for Services as
Escrow Agent
For
Brown County Community Unit School District #1
Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent charges upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of August 1, 2016 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Assignee"), Brown County Community Unit School District #1 (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of July 1, 2016 (the "Master Agreement") and Property Schedule No. 2 thereto dated August 1, 2016 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Assignee and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT
LPS Integration, Inc.	\$ 11,000.00	LPSINVO009048-2	Implementation Services
LPS Integration, Inc.	\$ 265,030.50	LPSINVO009090-2	Servers, storage, and networking

Total requisition amount \$ 276,030.50

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: 8/17/16

Assignee: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Brown County Community Unit School District #1
By: <i>Vicki Phillips</i>
Name: <i>Vicki Phillips</i>
Title: <i>Superintendent</i>

Exhibit 4

Final Acceptance Certificate

American Capital Financial Services, Inc.
2015 Ogden Avenue #400
Lisle, IL 60532

Re: Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and Brown County Community Unit School District #1

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, U.S. Bancorp Government Leasing and Finance, Inc. ("Assignee"), 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 a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: 8/17/16

Lessee: Brown County Community Unit School District #1
By: <i>Vicki Phillips</i>
Name: <i>Vicki Phillips</i>
Title: <i>Superintendent</i>

Exhibit 6

Class Action Negative Consent Letter

August 1, 2016

Brown County Community Unit School District #1
508 NW Cross
Iste, IL 60532

RE: USSGLF/Brown County Community Unit School District #1 - - Class Action Litigation Claims

Dear Kris Goltaher:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payer to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds less any research and filing fees will be escheated if the entitled beneficiaries or successors of the account cannot be identified/located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Leland Hanson
Vice President
303-585-4504

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received or class action or litigation claims.

Authorized Signer

Date

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Brown County Community Unit School District #1		2 Issuer's employer identification number (EIN) 37-6002491	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 503 NW Cross	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Mt. Sterling, IL 62353		7 Date of issue August 01, 2016	
8 Name of issue Tax-Exempt Lease/Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ► <u>Technology Equipment</u>		18	276,020 50
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>		
If obligations are BANs, check only box 19b	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 10/1/20	\$ 276,020.50	\$ n/a	years	2.908 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to currently refund prior issues		27	
28 Proceeds used to advance refund prior issues		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b Enter the final maturity date of the GIC ▶ _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
36a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool obligation ▶ _____		
c Enter the EIN of the issuer of the master pool obligation ▶ _____		
d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		8-1-16		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		