NP DRAFT DATED 11/13/15

AMENDED AND RESTATED
TERM LOAN AGREEMENT

DATED AS OF DECEMBER 1, 2015

between

CITY OF MINNEAPOLIS, MINNESOTA

and

U.S. BANK NATIONAL ASSOCIATION

RELATED TO:

CITY OF MINNEAPOLIS
AMENDED AND RESTATED
GENERAL OBLIGATION TERM LOAN NOTE
SERIES 2011A

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AMENDED AND RESTATED TERM LOAN AGREEMENT

This AMENDED AND RESTATED TERM LOAN AGREEMENT (as amended and supplemented from time to time hereafter, the "*Agreement*") is entered into as of December 1, 2015, between the CITY OF MINNEAPOLIS, a municipal corporation and political subdivision of the State of Minnesota (the "*City*"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "*Bank*").

RECITALS

WHEREAS, the City is a municipal corporation and political subdivision of the State of Minnesota duly organized and validly existing under the Charter of the City and the Constitution and laws of the State of Minnesota;

WHEREAS, the City is authorized by the provisions of Minnesota Statutes, Chapter 475, as amended (the "*Public Debt Act*"), and the Charter of the City to enter into debt obligations, the payment of which are secured by the full faith and credit of the City;

WHEREAS, the City had previously requested that the Bank provide a term loan facility for the purpose of paying a portion of the costs of redeeming and prepaying the following bond issues: (i) General Obligation Block E Bonds, Series 2000A, issued by the City on October 26, 2000 in the original principal amount of $10,610,000; (ii) General Obligation Various Purpose Refunding Bonds, Series 2003, issued by the City on October 30, 2003, in the original principal amount of $15,985,000; and (iii) the General Obligation Tax Increment Bonds (Mill Quarter Ramp), Series 2005, issued by the City on March 17, 2005, in the original principal amount of $4,250,000 (collectively, said bond issues being referred to as the "*Prior Obligations*");

WHEREAS, the Bank and the City executed that certain Term Loan Agreement, dated as of December 1, 2011 (the "*Prior Facility*"), in order to give effect to a facility by which the Bank extended the City a term loan for the purpose of paying a portion of the costs of redeeming and prepaying the Prior Obligations; and

WHEREAS, the City has, among other matters, requested an extension of the mandatory prepayment date of the term loan, the Bank is willing to extend the mandatory prepayment date of the term loan, and the City Council of the City has adopted Resolution 2015R-___ on November 20, 2015, and the Board of Estimate and Taxation has adopted a resolution on December 9, 2015 (as said resolutions may be amended and supplemented from time to time, the "*Resolutions*") authorizing the execution and delivery of this Agreement, pursuant to which the City and the Bank will extend the mandatory prepayment date of the term loan that was the subject of the Prior Facility, as modified by, and subject to, the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. *Defined Terms*. As used in this Agreement, the following terms shall have the meanings set forth below:

"*Accredited Investor*" means any Person, including a commercial bank, insurance company or an investment company registered under the Investment Company Act of 1940, as amended, that may be deemed an "accredited investor" pursuant to Rule 501 of Regulation D of the 1933 Act.

"*Affiliate*" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"*Agreement*" has the meaning set forth in the introductory paragraph hereto.

"*Amortization End Date*" means the earlier to occur of (i) the fifth anniversary of the Mandatory Prepayment Date and (ii) the date on which the principal amount of the Term Loan is repaid or prepaid in full.

"*Amortization Payment Date*" means (i) the first Business Day of the sixth (6th) calendar month following the Mandatory Prepayment Date and the first Business Day of every sixth (6th) calendar month thereafter prior to the Amortization End Date and (ii) the Amortization End Date.

"*Amortization Period*" has the meaning set forth in Section 2.03.

"*Amortization Requirements*" has the meaning set forth in Section 2.03.

"*Anti-Terrorism Laws*" has the meaning set forth in Section 8.01(n).

"*Applicable Spread*" means 33 basis points (0.33%), which Applicable Spread is subject to the maintenance of the current General Obligation Debt Ratings of the City. The Applicable Spread will (i) be increased or reduced upon any downgrade or upgrade of the General Obligation Debt Ratings, and be assigned the number of basis points, or (ii) equal the Default Rate, all as more fully set forth below:

Moody's Rating	S&P Rating	Fitch Rating	Applicable Spread
Aaa	AAA	AAA	0.33%
Aal	AA+	AA+	0.33%
Aa2	AA	AA	0.33%
Aa3	AA-	AA-	0.43%
Al	A+	A+	0.58%
A2	A	A	0.73%
A3	A-	A-	0.93%
Baal	BBB+	BBB+	1.43%
Baa2 or below	BBB or below	BBB or below	Default Rate

The term "*Rating*" as used above means the lower of the two highest General Obligation Debt Ratings assigned by any of Moody's, S&P or Fitch; *provided, however*, that if only two Rating Agencies are then providing General Obligation Debt Ratings, the term "*Rating*" as used above means the lower of the General Obligation Debt Ratings then assigned by those Rating Agencies. The determination of a Rating and its impact, if any on the Applicable Spread will, for purposes of this definition, be the date on which the Rating Agency in question shall have publicly announced a change in the General Obligation Debt Rating. In addition to the foregoing, upon the occurrence of an Event of Default described in Section 8.02(m) hereof, the Applicable Spread will equal the Default Rate.

"*Approving Opinion*" means, with respect to any action relating to the Term Loan, an opinion delivered by Bond Counsel to the effect that such action (i) is permitted by this Agreement and the other Loan Documents and (ii) will not adversely affect the exclusion of interest on the Term Loan from gross income of the Bank for purposes of federal income taxation.

"*Assignee/Transferee Letter*" means the letter described in Section 9.06(b) hereof, the form of which is attached hereto as Exhibit E.

"*Bank*" has the meaning set forth in the introductory paragraph hereto.

"*Bank's Office*" means the Bank's address and, as appropriate, account as set forth on Schedule 9.02, or such other address or account as the Bank may from time to time notify to the City.

"*Bank Rate*" means a fluctuating rate per annum equal to the sum of the Base Rate plus 3%; *provided* that immediately and automatically upon the occurrence of an Event of Default, Bank Rate shall mean Default Rate or the Taxable Rate, as applicable.

"*Base Rate*" means, for any day, a fluctuating rate per annum equal to the highest of (i) the Prime Rate, (ii) the sum of the Federal Funds Rate plus 1.00% and (iii) 7.00%.

"*Bond Counsel*" means Kennedy & Graven, Chartered (or another nationally recognized bond counsel selected by the City).

"*Business Day*" means any day other than (i) a Saturday or Sunday or (ii) a day on which banks in Minneapolis, Minnesota, or New York, New York, are required or authorized by law to be closed, or (iii) a day on which the Bank is required or authorized by law to be closed or (iv) a day on which the payment system of the Federal Reserve System is not operational.

"*Change in Law*" has the meaning set forth in Section 3.02(b) hereof.

"*City*" has the meaning set forth in the introductory paragraph hereto.

"*Closing Date*" means [January 3, 2012], the date on which the Prior Facility first became effective.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Cut-Off Date*" has the meaning set forth in Section 3.02(c) hereof.

"*Debt*" of any Person means, at any date and without duplication, (i) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (ii) all direct or contingent obligations of such Person arising under letters of credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (iii) all obligations of such Person as lessee under capital leases, (iv) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (v) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (vi) all Guarantees by such Person of Debt of any other Person and (vii) net payment obligations of such Person under any Swap Contract.

"*Debtor Relief Laws*" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"*Default*" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"*Default Rate*" means, for any day, the sum of the Base Rate from time to time in effect plus 4% per annum; *provided* that, subject to the provisions of Section 2.07(b), in no event shall the Default Rate exceed the Maximum Rate.

"*Designated Officer*" means the City's Finance Officer or Interim Finance Officer.

"*Determination of Taxability*" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bank has received written notification from the City, supported by a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, to the effect that an Event of Taxability has occurred;

(iii) on the date when the Bank shall be advised in writing by the City or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that a statutory notice of deficiency, or a document of substantially similar import, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, has been issued due to an Event of Taxability; or

(iv) on the date when the City shall receive notice from the Bank that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Bank the interest on the Loan due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the City has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined after taking into account any permitted appeals; *provided further, however*, that upon demand from the Bank, the City shall promptly reimburse the Bank for any payments, including any taxes, interest, penalties or other charges, the Bank shall be obligated to make as a result of the Determination of Taxability.

"*Dollar*" and "*$*" mean lawful money of the United States.

"*Effective Date*" means the later of (i) the date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 9.01, (ii) December [18], 2015, or (iii) such date mutually agreed upon by the City and the Bank.

"*EMMA*" has the meaning assigned to such term in Section 6.03.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules and regulations from time to time promulgated thereunder, or any successor statute.

"*Event of Default*" has the meaning specified in Section 8.01.

"*Event of Taxability*" means a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes.

"*Excess Interest Amount*" has the meaning assigned to such term in Section 2.07(b) hereof.

"*Excluded Taxes*" means, with respect to the Bank, or any other recipient of any payment to be made by or on account of any Obligation of the City hereunder, (i) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of the Bank, in which its applicable Lending Office is located, and (ii) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the City is located.

"*Executive Order*" has the meaning set forth in Section 8.01(n).

"*Federal Funds Rate*" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (i) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (ii) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Bank on such day on such transactions as determined by the Bank.

"*Fiscal Year*" means the twelve month period from January 1 of a given year and ending on December 31 of that same year.

"*Fitch*" means Fitch, Inc., and its successors and assigns.

"*General Obligation Debt*" means any Debt which is a general obligation of the City and to which the City has pledged its full faith, credit and taxing powers, including, without limitation, the Term Loan.

"*General Obligation Debt Rating*" means the long-term credit rating (without regard for any bond insurance or any other form of credit enhancement) assigned to General Obligation Debt by any Rating Agency. References to the General Obligation Debt Rating above are references to the rating categories of Moody's, S&P and Fitch, as presently determined by

Moody's, S&P and Fitch, respectively, and, in the event of adoption of any new or changed rating system by one or more of said Rating Agencies, the ratings from said Rating Agency or Agencies shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category in effect on the Effective Date by said Rating Agency or Agencies.

"*Governmental Authority*" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"*Guarantee*" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part).

"*Index Rate*" means the sum of (i) the Applicable Spread plus (ii) the SIFMA Rate; *provided, however*, that (a) from and after the occurrence of, and during the continuance of, an Event of Default (other than the Event of Default described in Section 8.01(l) hereof), the Index Rate shall equal the Default Rate, and (b) from and after the occurrence of, and during the continuance of, an Event of Default described in Section 8.01(l) hereof, the Index Rate shall equal the Taxable Rate and (c) notwithstanding sub-clauses (a) and (b) above, at no time will the City be obligated to pay an Index Rate in excess of the Maximum Rate except as otherwise provided in Section 2.07(b) hereof.

"*Information*" has the meaning specified in Section 9.07 hereof.

"*Interest Payment Date*" means the first Business Day of each March, June, September and December, the Mandatory Prepayment Date and the Maturity Date.

"*Interest Period*" means the period from (and including) the Effective Date to (but excluding) the date on which the SIFMA Rate is next re-set and, thereafter, each period from and including the date the SIFMA Rate is set for the next succeeding week to, but excluding, the next succeeding date on which the SIFMA Rate is re-set.

"*Issuance Expenses*" means any and all costs and expenses relating to the issuance, sale and delivery of the Term Loan including, but not limited to, any fees of the Bank, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the preparation and printing of this Term Loan Agreement, the Resolutions, or the Term Loan Note and all other related documents, and all other expenses relating to the issuance, sale and delivery

of the Term Loan and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code and Section 1.150-1(b) of the Treasury Regulations.

"*Laws*" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"*Lending Office*" means the office or offices of the Bank or such other office or offices as the Bank may from time to time notify the City.

"*Loan Documents*" means this Agreement, the Note and the Resolutions.

"*Mandatory Prepayment Date*" means December 1, 2018, as such date may be extended by the City and the Bank pursuant to the provisions of Section 2.10 hereof.

"*Maturity Date*" means the first to occur of (i) December 1, 2032 and (ii) the date that the principal amount of the Term Loan is paid in full.

"*Maximum Rate*" means the lesser of (i) the maximum non-usurious rate of interest permitted by applicable law and (ii) fifteen percent (15%) per annum.

"*Moody's*" means Moody's Investors Service, Inc., and its successors and assigns.

"1933 Act" means the Securities Act of 1933, as amended.

"*Note*" or "*Term Loan Note*" means the amended and restated promissory note made by the City in favor of the Bank pursuant to the Resolutions and evidencing the Term Loan made by the Bank, which Note shall be substantially in the form of Exhibit A hereto.

"*Notice of Special Mandatory Redemption"* has the meaning set forth in Section 8.02(a) hereof.

"*Obligations*" means all advances to, and debts, liabilities, covenants and duties of, the City arising hereunder or under any other Loan Document or otherwise with respect to the Term Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the City of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"*OFAC*" means the U.S. Department of the Treasury's Office of Foreign Assets Control, and any successor thereto.

"*Other Taxes*" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"*Participant*" has the meaning set forth in Section 9.06(c) hereof.

"*Patriot Act*" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"*PERA Pension Statutes*" means the Minnesota Statutes creating and governing the Public Employees Retirement Association of Minnesota ("*PERA*"), as amended from time to time.

"*Person*" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prime Rate" means, on any day, the rate of interest per annum then most recently established by the Bank as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"*Prior Facility*" has the meaning set forth in the Recitals hereto.

"*Prior Obligations*" has the meaning set forth in the Recitals hereto.

"*Property*" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"*Public Debt Act*" has the meaning set forth in the Recitals hereto.

"*Qualified Institutional Buyer*" means any "qualified institutional buyer", as such term is defined in Rule 144A promulgated under the 1933 Act.

"*Resolutions*" has the meaning set forth in the Recitals hereto.

"*Risk-Based Capital Guidelines*" has the meaning set forth in Section 3.02(b) hereof.

"*S&P*" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"*Sanctioned Country*" means, at any time, any country or territory which is itself the subject or target of any comprehensive Sanctions.

"*Sanctioned Person*" means, at any time, (i) any Person or group listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (ii) any Person or group operating, organized or resident in a Sanctioned Country, (iii) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (iv) any Person 50% or more owned, directly or indirectly, by any of the above.

"*Sanctions*" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the U.S. government, including those administered by OFAC or the U.S. Department of State or (ii) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"*SIFMA Rate*" means a rate equal to the index of the weekly index rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data, a Thomson Financial Services Company, or its successors, which meet specific criteria established by The Securities Industry and Financial Markets Association, such index currently known as The Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index, or any successor to such index.

"*Special Mandatory Redemption Date"* has the meaning set forth in Section 8.02(a) hereof.

"*Swap Contract*" means (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (ii) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement.

"*Taxable Date*" means the date as of which interest on the Term Loan is first includable in the gross income of the Bank or any Participant as a result of an Event of Taxability as such

date is established pursuant to either (i) a Determination of Taxability or (ii) an opinion of Bond Counsel.

"*Taxable Rate*" means the product of (i) the Index Rate or Bank Rate, as applicable, then in effect multiplied by (ii) the Taxable Rate Factor.

"*Taxable Rate Factor*" means 1.5386.

"*Taxes*" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"*Term Commitment*" means the Bank's obligation to make a Term Loan to the City in an aggregate principal amount at any one time outstanding not to exceed $14,215,000, and subject to the other terms and provisions hereof.

"*Term Loan*" means the one-time advance made by the Bank on the Closing Date in the amount of the Term Commitment pursuant to this Agreement.

"*United States*" and "*U.S.*" mean the United States of America.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including the City Charter and any organizational document applicable to the City) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof' and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03. *Accounting Terms*. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time, applied on a consistent basis.

Section 1.04. *Times of Day*. Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight or standard, as applicable).

ARTICLE II

THE TERM LOAN

Section 2.01. *The Term Loan*. Subject to the terms and conditions set forth herein, the Bank has agreed to extend the "Mandatory Prepayment Date" set forth in the Prior Facility to the Mandatory Prepayment Date set forth herein in an amount not to exceed the Term Commitment. Amounts borrowed by the City pursuant to the Prior Facility, as and to the extent said amounts remain outstanding pursuant to this Agreement, that are repaid or prepaid may not be re-borrowed hereunder.

Section 2.02. *Prepayments*. The City may, upon notice to the Bank, voluntarily prepay the Term Loan, in whole or in part, on any Interest Payment Date, without premium or penalty, or on any other Business Day; *provided* that (i) such notice must be received by the Bank not later than 10:00 a.m. three (3) Business Days prior to any date of prepayment and (ii) any prepayment shall be in a principal amount of $200,000 or a whole multiple of $50,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment.

Section 2.03. *Repayment of Term Loan*. The City shall repay to the Bank the principal amount of the Term Loan in installments in the principal amounts and on the dates set forth in Exhibit B hereto and, in any event, shall repay to the Bank the aggregate outstanding principal amount of the Term Loan on the Mandatory Prepayment Date; *provided* that if, as of the Mandatory Prepayment Date, (i) no Default or Event of Default shall have occurred and be continuing, (ii) the representations and warranties of the City set forth in Article V shall be true and correct and (iii) at least two of the Rating Agencies are then maintaining General Obligation Debt Ratings of at least "Baa1" (or its equivalent) or "BBB+" (or its equivalent) (collectively, the "*Amortization Requirements*"), then the City shall repay the outstanding principal amount of the Term Loan in principal installments on each Amortization Payment Date (each such

payment, an "*Amortization Payment*"), with the final installment in an amount equal to the entire then outstanding principal amount of the Term Loan on the Amortization End Date (the period commencing on the Mandatory Prepayment Date and ending on the Amortization End Date is herein referred to as the "*Amortization Period*"). Each Amortization Payment shall be that amount of principal which will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period. During the Amortization Period, interest on the Term Loan shall accrue at the Bank Rate and be paid monthly in arrears on the first Business Day of each calendar month. In the event that one or more of the Amortization Requirements is not satisfied on the Mandatory Prepayment Date, the principal amount of the Term Loan will bear interest at the Default Rate and will be due and payable in full on the one hundred eightieth (180th) day immediately following the Mandatory Prepayment Date. In the event that the City terminates this Agreement prior to the Mandatory Prepayment Date, the principal amount of the Term Loan, together with all interest accrued thereon to the date of termination and all other unpaid Obligations hereunder and under the Note, will become due and payable on the date of termination and the provisions of this Section 2.03 regarding the Amortization Period will not be available in connection with the Term Loan.

Section 2.04. Interest. (a) Except as otherwise provided in this Section 2.04, the Term Loan shall bear interest during each Interest Period it is outstanding to but not including the Mandatory Prepayment Date on the unpaid principal amount thereof at a fluctuating rate per annum equal to the Index Rate, rounded upward to the third decimal place.

(b) While the Term Loan accrues interest at the Index Rate, the Index Rate shall be reset each week and interest shall be paid on each Interest Payment Date.

(c) (i) From and after the occurrence of an Event of Default, the Term Loan shall bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount payable by the City hereunder or under any other Loan Document is not paid when due (subject to any applicable grace periods), whether at stated maturity, scheduled amortization or otherwise, then such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable as provided in Section 8.02 hereof.

(d) Interest on the Term Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(e) Notwithstanding the foregoing provisions of this Section 2.04, from and after the Taxable Date, the Term Loan shall bear interest at the Taxable Rate.

(f) At least ten (10) calendar days prior to each Interest Payment Date, the Bank shall notify the City by first class mail or electronic mail of the amount of the interest payment required to be made by the City to the Bank on such Interest Payment Date; *provided*, that the failure of the Bank to so notify the City shall not affect the accrual of or obligation of the City to pay the interest due on such Interest Payment Date.

Section 2.05. Computation of Interest and Fees. All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on the Term Loan for each day from and including the Effective Date, and shall not accrue on the Term Loan, or any portion thereof, for the day on which the Term Loan or such portion is paid. Each determination by the Bank of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.06. Evidence of Debt. The Term Loan shall be evidenced by one or more accounts or records maintained by the Bank in the ordinary course of business. The accounts or records maintained by the Bank shall be conclusive absent plain error of the amount of the Term Loan made by the Bank to the City and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the City hereunder to pay any amount owing with respect to the Obligations. The City shall execute and deliver to the Bank the Note, which shall evidence the Term Loan in addition to such accounts or records.

Section 2.07. Additional Payments. (a) Determination of Taxability. (i) In the event a Determination of Taxability occurs, the City hereby agrees to pay to the Bank (and, if applicable, each Participant) on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Bank (and, if applicable, each Participant) on the Term Loan during the period for which interest on the Term Loan is included in the gross income of the Bank (and, if applicable, each Participant) if the Term Loan had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Bank (and, if applicable, each Participant) during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Bank (and, if applicable, each Participant) as a result of interest on the Term Loan becoming included in the gross income of the Bank (and, if applicable, each Participant), together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Bank (and, if applicable, each Participant) in connection therewith;

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Bank (and, if applicable, each Participant) shall afford the City the opportunity, at the City's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the Term Loan to be included in the gross income of the Bank (and, if applicable, each Participant) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Term Loan, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals);

(iii) As a condition precedent to the exercise by the City of its right to contest set forth in clause (ii) above, the City shall, on demand, immediately reimburse the Bank

for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by the Bank in its sole discretion) that may be incurred by the Bank in connection with any such contest, and shall, on demand, immediately reimburse the Bank for any and all penalties or other charges payable by the Bank (and, if applicable, each Participant) for failure to include such interest in its gross income; and

(iv) The Bank may assert claims for additional payments as described in this Section 2.07 during the term of this Agreement and for up to three (3) years following the termination of this Agreement. The obligations of the City under this Section 2.07(a) shall survive for up to three (3) years after the termination of this Agreement and the repayment or prepayment in full of the Term Loan.

(b) *Maximum Interest Rate*. (i) If the amount of interest payable for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable in an amount calculated at the Maximum Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to the Bank for such period, constitute the "*Excess Interest Amount*." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Rate until payment to the Bank of the entire Excess Interest Amount.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Term Loan remains unpaid, the City shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount.

(c) *Survival*. The obligations of the City under this Section 2.07 shall survive the termination of this Agreement and the redemption or other payment in full of the Term Loan.

Section 2.08. *Obligations Absolute*. The payment obligations of the City under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances including, without limitation, the following:

(a) any lack of validity or enforceability of this Agreement, the Note or any of the other Loan Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Loan Documents;

(c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Bank or any other Person, whether in connection with this Agreement, the other Loan Documents, the transactions contemplated herein or therein or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Notwithstanding this Section, the Bank acknowledges the City may have the right to bring a collateral action with respect to one or more of the foregoing circumstances. The City's payment obligations shall remain in full force and effect pending the final disposition of any such action. All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

Section 2.09. Payments Generally. All payments to be made by the City shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the City hereunder shall be made to the Bank, at the Lending Office, in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. All payments received by the Bank after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the City shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

Section 2.10. Extension of Mandatory Prepayment Date. The City may request an extension of the Mandatory Prepayment Date in writing in the form of Exhibit C hereto not more than one hundred eighty (180) days prior to, and not less than ninety (90) days prior to, the then current Mandatory Prepayment Date. The Bank will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Bank's judgment, to permit the Bank to make an informed credit decision. If the Bank fails to definitively respond to such request within such 60-day period, the Bank shall be deemed to have refused to grant the extension requested. The Bank may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Bank shall have consented thereto in writing in the form of Exhibit D hereto or otherwise. The Bank's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation and the receipt of an Approving Opinion, in each case, in form and substance satisfactory to the Bank.

ARTICLE III

WITHHOLDING AND YIELD PROTECTION

Section 3.01. Withholding.

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes*. Any and all payments by or on account of any Obligation of the City hereunder or under any other Loan Document shall to the fullest extent permitted by applicable Laws be made free and clear of and without reduction or set-off, notwithstanding the assertion of any right of recoupment or set-off or of any counterclaim by the City, and without any withholding on account of Taxes or any deduction whatsoever. If the City is required by law to withhold or deduct any sum from payments required by this Agreement or the Note, the City shall, to the

fullest extent permitted by law, increase the amount paid by it to the Bank so that, after all withholdings and deductions, the amount received by the Bank shall equal the amount the Bank would have received without any such withholding or deduction.

(b) *Payment of Other Taxes by the City*. Without limiting the provisions of subsection (a) above, the City shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

(c) *Evidence of Payments*. Upon request by the City or the Bank, as the case may be, after any payment of Taxes by the City or by the Bank to a Governmental Authority as provided in this Section 3.01, the City shall deliver to the Bank or the Bank shall deliver to the City, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the City or the Bank, as the case may be.

Section 3.02. Increased Costs; Capital Adequacy.

(a) If, on or after the Effective Date, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in the interpretation, promulgation, implementation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof including, without limitation, all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (or any other statute referred to therein or amended thereby) or any rules, guidelines, standards, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted or issued, or compliance by the Bank with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency:

(i) subjects the Bank to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to the Bank in respect of the Term Loan, or

(ii) imposes, modifies or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against entering into this Agreement, or assets held by deposits with or for the account of the Bank, or

(iii) imposes any other condition regarding this Agreement, the result of which is to increase the cost to the Bank of entering into and maintaining this Agreement in making, funding or maintaining the Term Loan, or reduces any amount receivable by the Bank hereunder or in connection with the Term Loan or requires the Bank to make any payment in connection therewith by an amount deemed material by the Bank,

and the result of any of the foregoing is to increase the cost to the Bank of maintaining the Term Loan or to reduce the return received by Bank, then, within thirty (30) days of demand by the

Bank, the City shall pay the Bank such additional amount or amounts as will compensate the Bank for such increased cost or reduction in amount received.

(b) If the Bank determines the amount of capital required or expected to be maintained by the Bank, or any corporation controlling the Bank, is increased as a result of a Change in Law (as hereinafter defined), then, within thirty (30) days of demand by the Bank, the City shall pay to the Bank the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which the Bank determines is attributable to this Agreement or the Term Loan (after taking into account the Bank's policies as to capital adequacy).

For purposes of this Section, "*Change in Law*" means (i) any change after the Effective Date in the "*Risk-Based Capital Guidelines*" (as hereinafter defined) or (ii) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) or in the interpretation, promulgation, implementation or administration thereof after the Effective Date which affects the amount of capital required or expected to be maintained by the Bank or any corporation controlling the Bank. Notwithstanding the foregoing, for purposes of this Agreement, all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (or any other statute referred to therein or amended thereby) shall be deemed to be a Change in Law regardless of the date enacted, adopted or issued and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities shall be deemed to be a Change in Law regardless of the date adopted, issued, promulgated or implemented. "*Risk-Based Capital Guidelines*" means (i) the risk-based capital guidelines in effect in the United States on the Effective Date, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the Effective Date.

(c) Notwithstanding anything contained in paragraph (a) or (b) of this Section 3.02, the City shall have no liability to the Bank for any increased costs, increased capital or reduction in rate of return to the extent incurred or imposed by the Bank more than one hundred eighty (180) days prior to the date of demand by the Bank with respect thereto (the "*Cut-Off Date*"), except, where such increased costs, increased capital or reduction in rate of return apply to the Bank on a basis retroactive to a date prior to the Cut-Off Date.

(d) A certificate as to such increased cost incurred by the Bank as a result of any event mentioned in paragraph (a) or (b) of this Section 3.02 setting forth, in reasonable detail, the basis for calculation and the amount of such calculation shall be submitted by the Bank to the City and shall be conclusive (absent manifest error) as to the amount thereof.

(e) Upon notice from the Bank of additional costs or charges to be assessed to the City pursuant to Section 3.02(a) or 3.02(b), the City may prepay the Term Loan on any date upon ten (10) days' written notice to the Bank and without premium or penalty.

Section 3.03. *Survival*. All of the City's Obligations under this Article III shall survive termination of the Term Loan and repayment of all other Obligations hereunder.

ARTICLE IV

CONDITIONS PRECEDENT TO CREDIT EXTENSION

Section 4.01. *Conditions to Extension of the Mandatory Prepayment Date*. The obligation of the Bank to maintain the Term Loan pursuant hereto and to extend the Mandatory Prepayment Date as provided herein are subject to satisfaction of the following conditions precedent on or prior to the Effective Date:

(a) The Bank's receipt of the following, each of which shall be originals or scanned "pdf" copies (followed promptly by originals) unless otherwise specified, each properly executed by an authorized officer of the City, each dated the Effective Date (or, in the case of certificates of governmental officials, a recent date before the Effective Date) and each in form and substance reasonably satisfactory to the Bank:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Bank and the City;

(ii) a copy of the Resolutions;

(iii) a Note executed by the City in favor of the Bank; *provided*, the City and the Bank hereby agree that the Note shall not be (A) assigned a separate rating by any Rating Agency, (B) registered with The Depository Trust Company or any other securities depository, (C) issued pursuant to any type of offering document or official statement or (D) assigned a CUSIP number by Standard & Poor's CUSIP Service; and

(iv) such certificates, resolutions or other action, incumbency certificates (including specimen signatures) and/or other certificates of the Designated Officer and other authorized officers of the City as the Bank may require evidencing the identity, authority and capacity of the Designated Officer and each such other officer of the City authorized to act as an authorized officer in connection with this Agreement, the Note and the other Loan Documents to which the City is a party;

(b) An opinion addressed to the Bank, and dated the Effective Date, of Bond Counsel relating to the due authorization, execution and delivery, validity and enforceability, with respect to the City, of this Agreement, the Note and the other Loan Documents, such matters identified in Article V of this Agreement to be addressed by an opinion of Bond Counsel, and such other matters as the Bank may reasonably request, in form and substance reasonably satisfactory to the Bank;

(c) The following statements shall be true and correct on the Effective Date, and the Bank shall have received a certificate incorporating by reference the definitions of the capitalized

terms defined in this Agreement, signed by the Designated Officer, dated the Effective Date, stating that:

(i) the representations and warranties of the City contained in the Prior Facility, in each of the Loan Documents and in each certificate, letter, other writing or instrument delivered by the City to the Bank pursuant hereto or thereto are true and correct on and as of the Closing Date and the Effective Date, as applicable, as though made on and as of each of such dates;

(ii) (A) no Default or Event of Default has occurred and is continuing under the Prior Facility nor would a Default or Event of Default result from the City's execution and delivery of this Agreement, the Note or the other Loan Documents and (B) all Obligations under, and as defined in, the Prior Facility that are due and payable to the Bank have been paid to the Effective Date, unless other arrangements have been made by the Bank and the City on or prior to the Effective Date in connection therewith;

(iii) the execution, delivery and performance by the City of this Agreement, the Note and the other Loan Documents are within its powers, have been duly authorized by all necessary action and do not contravene any law or any contractual restriction binding on or affecting the City;

(iv) the City has performed, and is in compliance with, all agreements and conditions set forth in the Agreement, the Note and the other Loan Documents it is required to satisfy in connection therewith and this Agreement, the Note and the other Loan Documents each constitutes the legal, valid and binding obligation of the City and each is enforceable against the City in accordance with its terms; and

(v) (A) no further authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the City of this Agreement, the Note and the other Loan Documents and (B) the City has provided, or will cause to be provided, written notice of this Agreement to Moody's, S&P and Fitch.

(d) The Bank shall have received an opinion of Bond Counsel addressed to the Bank and dated the Effective Date regarding the continued exclusion of interest on the Term Loan from gross income for federal income tax purposes of the Bank and such other matters as the Bank may reasonably request, in form and substance reasonably satisfactory to the Bank;

(e) The Bank shall have received an opinion of the City Attorney addressed to the Bank and dated the Effective Date regarding such matters identified in Article V of this Agreement to be addressed by an opinion of the City Attorney, and such other matters as the Bank may reasonably request, in form and substance reasonably satisfactory to the Bank;

(f) The Bank shall have surrendered to the City for destruction the original note delivered to the Bank on the Closing Date in connection with the execution and delivery of the Prior Facility;

(g) The Bank shall have received evidence that the General Obligation Debt Ratings are not less than "Aal" (or its equivalent) by Moody's and are not less than "AAA" (or its equivalent) by S&P and Fitch, respectively;

(h) Any fees required to be paid to the counsel for the Bank on or before the Effective Date shall have been paid or a mutually acceptable alternative therefor shall have been determined by the City and the Bank; and

(i) The Bank shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Note and the other Loan Documents as the Bank may reasonably request.

In addition to the foregoing, there shall not have occurred any material adverse change in the affairs, condition and/or operations, financial or otherwise, of the City since the date of the most recent financial information provided to the Bank pursuant to the Prior Facility, except as otherwise disclosed by the City to the Bank; and, on or prior to the Effective Date, no change shall have occurred in any law, rule or regulation or in any interpretation thereof that, in the opinion of counsel for the Bank, would make it illegal for the Bank to execute and deliver this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The City represents and warrants to the Bank that:

Section 5.01. Organization, Powers, Etc. Based solely on an opinion of Bond Counsel, the City (i) is a duly organized and existing municipality under the laws of the State and (ii) has full power and authority to execute, deliver and perform its obligations under this Agreement and the other Loan Documents.

Section 5.02. Governmental Consent or Approval. Based solely on an opinion of Bond Counsel, the execution, delivery and performance of this Agreement and the other Loan Documents to which the City is a party, and the validity and enforceability of this Agreement and the other Loan Documents to which the City is a party, to the extent not already obtained, do not and will not require registration with, or the consent or approval of, or any other action by, any Federal, state or other governmental authority or regulatory body; *provided, however*, that the City has taken no action with respect to any filings or registration required by any state securities or "blue sky" laws.

Section 5.03. Authorization, Absence of Conflicts, Etc. Based solely on an opinion of Bond Counsel, the execution, delivery and performance of this Agreement and the Note (i) have been duly authorized by the City, (ii) do not and will not conflict with, or result in violation of, any material provision of law (Federal or state), or any material order, rule or regulation of any court or other Governmental Authority and (iii) do not and will not conflict with, result in a violation of or constitute a default under any material provision of the Resolutions or other

agreement or instrument to which the City is a party or by which the City or any of its assets is bound and will not result in the creation or the imposition of any security interest, lien, charge or encumbrance of any of its assets pursuant to the provisions of any of the foregoing except as provided therein.

Section 5.04. *No Defaults*. No Default or Event of Default has occurred and is continuing under the Prior Facility or this Agreement, and no event of default or condition, event or act which with notice or lapse of time or both would become or constitute a default or event of default under, or as such term or terms is defined in, any other Loan Document or agreements related thereto, has occurred and is continuing.

Section 5.05. *Information Provided by City*. To the best knowledge of the Designated Officer after due investigation, the representations and statements made by the City contained in the Prior Facility, herein and in any other Loan Document were, to the knowledge of the City, when issued, correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. All financial statements of the City furnished to the Bank were prepared in accordance with generally accepted accounting principles for government entities and applied on a consistent basis throughout the periods involved. Since the date of the most recent financial statements referred to in the preceding sentence, to the knowledge of the City, no material adverse change has occurred in the business, operations or condition (financial or otherwise) of the City.

Section 5.06. *Litigation*. Based on an opinion of the City Attorney, there is no action or investigation pending or threatened against the City before any court or administrative agency which questions the existence or powers of the City, or which, if adversely determined, might result in any material adverse change in the financial condition, operations or prospects of the City, or which questions the validity of any proceeding held or action taken by the City in connection with the execution and delivery of this Agreement or any of the Loan Documents, or wherein an unfavorable decision, ruling or finding would in any way materially adversely affect the transactions contemplated by this Agreement or any of the Loan Documents or which in any way would adversely affect the validity or enforceability of the Agreement or any of the Loan Documents (or of any other instrument required or anticipated for use in consummating the transactions contemplated hereby).

Section 5.07. *Complete and Correct Information*. No fact is known to the City which materially and adversely affects or in the future may (so far as it can reasonably foresee) materially and adversely affect the business, assets or liabilities, financial condition, results of operations, or its business prospects which has not been set forth in the financial information referred to in Section 6.03(a) hereof or in other written materials provided to the Bank.

Section 5.08. *Other Documents*. The representations and warranties made by the City in the Prior Facility and each of the Loan Documents to which it is a party are hereby incorporated herein by this reference and are hereby reaffirmed and restated by the City for the benefit of the Bank as if such representations and warranties were fully set forth herein. Except as otherwise provided herein, no amendment, modification, termination or replacement of any such

representations, warranties, covenants and definitions contained in the Loan Documents to which it is a party shall be effective to amend, modify, terminate or replace the representations, warranties, covenants and definitions incorporated herein by this reference, without the prior written consent of the Bank.

Section 5.09. *Tax-Exempt Status*. The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Note from gross income for Federal income tax purposes or the exclusion of such interest from the net taxable income of individuals, estates and trusts for State of Minnesota income tax purposes.

Section 5.10. *Regulations U and X*. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Term Loan have been used to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 5.11. *General Obligation*. The obligation of the City to pay the principal of and interest on the Term Loan is a general obligation of the City to which the City's full faith and credit is pledged. The Obligations of the City (other than the Obligation of the City to pay the principal of and interest on the Term Loan) constitute obligations of a general nature of the City payable from any and all legally available funds of the City.

Section 5.12. *Reliance by the Bank.* All representations and warranties made in the Prior Facility and herein to the Bank (or incorporated by reference for the benefit of the Bank) have been made with the understanding that the Bank is relying upon the accuracy of such representations and warranties. Notwithstanding that the Bank may conduct its own investigation as to some or all of the matters covered by the representations and warranties in the Loan Documents, and any certificates, information, opinions or documents delivered in connection therewith, the Bank is entitled to rely on all representations and warranties as a material inducement to the Bank's extension of the credit evidenced by the Loan Documents.

Section 5.13. *Usury*. Based solely on an opinion of Bond Counsel, none of the Loan Documents provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

Section 5.14. *Immunity*. Based solely on an opinion of the City Attorney, the City is not entitled to raise the defense of immunity (sovereign or otherwise) in actions by the Bank against the City to enforce the provisions of this Agreement or any other Loan Document. The City irrevocably agrees, to the fullest extent permitted by applicable law, to waive any future right to immunity (sovereign or otherwise) in actions by the Bank against the City to enforce the provisions of this Agreement and each other Loan Document.

Section 5.15. *Pending Legislation*. Based solely on the opinions of Bond Counsel and the City Attorney, the Designated Officer represents that there is no amendment or proposed amendment to the Constitution of the State or any State law (including, without limitation, the

Public Debt Act) or any administrative interpretation of the Constitution of the State or any State law (including, without limitation, the Public Debt Act), or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to materially and adversely affect or, in the future may (so far as it can reasonably foresee) materially and adversely affect, the business, assets or liabilities, financial condition, results of operations, or the business prospects of the City.

Section 5.16. *Compliance with Laws*. Based solely on the opinions of Bond Counsel and the City Attorney, the Designated Officer represents that the City is in compliance with all applicable Laws, including the Public Debt Act, the PERA Pension Statutes and required governmental approvals, except for noncompliance that, singly or in the aggregate, has not had and is not reasonably expected to have a material and adverse affect or, in the future may (so far as it can reasonably foresee) have a material and adverse affect, on the business, assets or liabilities, financial condition, results of operations, or the business prospects of the City. Based solely on the opinions of Bond Counsel and the City Attorney, the Designated Officer represents that the City is not subject to ERISA.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as the Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied, the City shall:

Section 6.01. *Payment Obligations*. (a) The City shall promptly pay or cause to be paid all amounts payable by it hereunder and under the other Loan Documents, as applicable, according to the terms hereof or thereof and shall duly perform each of its obligations under this Agreement and the other Loan Documents. The City agrees to pay, on the Effective Date, the reasonable fees and expenses payable pursuant to Section 9.04 hereof.

(b) Pursuant to the Resolutions, the City has pledged certain revenues to the payment of the principal of, premium, if any, and interest on the Term Loan, including tax increment revenues from various tax increment districts located in the City, special assessments, *ad valorem* taxes, and certain net revenues derived from the operation of the City's parking system. In addition, the full faith and credit of the City has been irrevocably pledged for the prompt and full payment of the principal of, premium, if any, and interest on the Term Loan when due. The City covenants and agrees that it shall (i) include all amounts payable as principal of and interest on the Term Loan for each Fiscal Year in which such amounts are due and payable in its budget for that Fiscal Year; (ii) appropriate such amounts from the proper funds for such payments; and (iii) duly and punctually pay or cause to be paid such payments of principal of and interest on the Term Loan.

Section 6.02. *Loan Documents*. (a) The City agrees that it will perform and comply with each and every covenant and agreement to be performed or observed by it in the Prior Facility and in each of the Loan Documents to which it is a party and each such covenant, together with the related definitions of terms contained therein, is hereby incorporated by

reference herein with the same effect as if it were set forth herein in its entirety. No termination or amendment to such covenants and agreements or defined terms or release of the City with respect thereto as incorporated by reference herein are permitted without the prior written consent of the Bank. Notwithstanding any termination or expiration of the Prior Facility or any such Loan Document, the City shall continue to observe the covenants set forth therein for the benefit of the Bank until the termination of this Agreement and the payment of all obligations of the City hereunder including, without limitation, the payment of the principal of and all accrued interest (including Excess Interest Amount) on the Term Loan. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

(b) To the extent that any provision of any of the Loan Documents relating to the City's Obligations hereunder (including, without limitation, the City's obligation to pay principal and interest on the Term Loan) incorporated by reference pursuant to paragraph (a) above permits any Person to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived by the Bank or such document, opinion or other instrument or event or condition, if material to the Bank, shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank. No termination of or amendment or supplement to the covenants and agreements or definitions contained in the Loan Document relating to the City's obligations hereunder (including, without limitation, the City's obligation to pay principal and interest on the Term Loan) shall be effective to terminate or amend such covenants and agreements or definitions as incorporated by reference herein without the prior written consent of the Bank.

(c) The City shall give prior written notice to the Bank of any action referred to in this Section 6.02.

Section 6.03. Reporting Requirements; Inspection Rights. The City shall keep proper books of record and account in which full, true and correct entries will be made reflecting all financial transactions of the City in accordance with generally accepted accounting principles, consistently applied, and will furnish to the Bank a copy of each of the following; *provided* that, except with respect to the requirements of subsections (a), (c), (d) and (e) below, the City may satisfy its obligation to provide to the Bank copies of any items identified in this Section by giving written notice of the City having posted an electronic copy of such item on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System, www.emma.msrb.org ("*EMMA*") within the timeframe for delivery identified below:

(a) As soon as available and, in any event, within two hundred seventy (270) days after the close of each Fiscal Year of the City, (i) the audited financial statements of the City for such Fiscal Year and (ii) an audit report of the Minnesota Office of the State Auditor or an independent certified public accountant of recognized standing selected by the City, on such financial statements;

(b) Concurrently with the furnishing of the financial statements under Section 6.03(a) hereof, a certificate signed by the Designated Officer stating that (i) the City has complied with all of the terms, provisions and conditions of this Agreement and the other Loan Documents, (ii) to the best of its knowledge, the City has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement and the Loan Documents on the City's part to be performed and (iii) no Default or Event of Default has occurred or, if such Default or Event of Default has occurred, specifying the nature of such Default or Event of Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Default or Event of Default;

(c) As soon as available, but not later than sixty (60) days after adoption by the City, the City's budget and a copy of the capital budget, and any material amendments to the foregoing promptly following the adoption thereof;

(d) Promptly after the adoption thereof, copies of any amendments of or supplements to any of the other Loan Documents;

(e) In connection with any Debt, immediately following any dissemination, distribution or provision thereof to any Person, a copy of any "material event notice' disseminated, distributed or provided in satisfaction of or as may be required by the provisions of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement;

(f) Forthwith and, in any event, within ten (10) Business Days after the City obtains knowledge thereof, a certificate of the City setting forth the occurrence of any Default or Event of Default, the details thereof and the action which the City is taking or proposes to take with respect thereto; and

(g) Such other information respecting the affairs, condition and/or operations, financial or otherwise, of the City as the Bank may from time to time reasonably request.

The City shall at any and all times during regular business hours, upon the written request of the Bank, permit the Bank by its representatives to inspect the properties, books of account, records, reports and other papers of the City, to take copies and extracts therefrom, and to discuss the affairs, finances and accounts of the City with the Designated Officer or the independent public accountants of the City. The City will afford and procure a reasonable opportunity to make any such inspection, and the City will furnish to the Bank any and all information as the Bank may reasonably request, with respect to the performance by the City of the City's covenants in this Agreement.

Section 6.04. *Compliance with Law*. The City shall comply with all laws, ordinances, orders, rules and regulations (including, without limitation, Anti-Corruption Laws (including applicable Sanctions), the Public Debt Act and the PERA Pension Statutes) that may be applicable to it if the failure to comply could have a material adverse effect on the security for the Term Loan or the ability of the City to perform its obligations under this Agreement and the other Loan Documents.

Section 6.05. *Notices*. The Designated Officer will promptly furnish, or cause to be furnished, to the Bank (a) notice of the occurrence of any Default or Event of Default or any "event of default" hereunder, (b) copies of any communications, reports or financial statements delivered or received by it from any taxing authority, securities regulatory authority or Rating Agency, (c) such further financial and other information with respect to the City and its affairs as the Bank may reasonably request from time to time, (d) notice of the (i) existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, have a material adverse effect on or (ii) passage of any State or local ordinance, law or rule not of general applicability to all Persons, either of which could reasonably be expected to have a material adverse effect on (x) the financial condition or operations of the City or (y) the enforceability or validity of any of the Loan Documents, and (e) any change in any material fact or circumstance represented or warranted in this Agreement or in any of the Loan Documents.

Section 6.06. *Maintenance of Approvals; Filings, Etc*. The City shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for its execution, delivery and performance of this Agreement and the other Loan Documents.

Section 6.07. *Taxes and Liabilities*. The City will pay all its Debt and Obligations promptly and in accordance with their terms (including, without limitation, amounts payable by the City under this Agreement and the other Loan Documents).

Section 6.08. *Accuracy of Information*. All data, certificates, reports, opinions of counsel, documents and other information furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement shall, at the time the same are so furnished, (a) be complete and correct in all material respect to the extent necessary to give the Bank true and accurate knowledge of the subject matter thereof, and (b) not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement contained therein not misleading, and the furnishing of the same to the Bank shall constitute a representation and warrant by the City to that effect. Each audited financial statement furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of or waiver under, this Agreement, shall, as of the date of such audited financial statement, fairly present the financial condition of the City.

Section 6.09. *Additional Documents*. Upon written request from the Bank, the City shall furnish to the Bank from time to time, at the City's expense, all further instruments and documents, duly executed and delivered by the City, and take all further action that may be reasonably necessary, or that the Bank, may reasonably request, in order to (a) perfect and protect any security interest or other right or interest assigned, or purported to be assigned, to the Bank, under or in connection with this Agreement or any other Loan Documents, or (b) enable the Bank to exercise or enforce its rights or remedies under or in connection with this Agreement or any other Loan Document.

Section 6.10. Further Assurances. From time to time hereafter, the City will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Bank may reasonably request for the purposes of implementing or effectuating the provisions of the Loan Documents and this Agreement. Upon the exercise by the Bank of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the City will execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Bank may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

Section 6.11. Credit Facilities. In the event that the City shall, directly or indirectly, enter into or otherwise consent to any credit agreement, bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplement or modification thereto) under which, directly or indirectly, any Person or Persons undertakes to make loans or extend credit or liquidity to the City, which such agreement (or amendment thereto) provides such Person with more restrictive covenants and/or greater rights and remedies than are provided to the Bank in this Agreement, the City shall provide the Bank with a copy of each such agreement (or amendment thereto) and such more restrictive covenants and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such more restrictive covenants and/or such greater rights and remedies as if specifically set forth herein. The City shall promptly enter into an amendment to this Agreement to include such more restrictive covenants and/or greater rights or remedies (*provided* that the Bank shall maintain the benefit of such more restrictive covenants and/or greater rights and remedies even if the City fails to provide such amendment). This Section 6.11 shall not apply to the City's pledge of certain sources of revenues for the payment of other Debt or Obligations of the City. This Section 6.11 shall be further limited by the City's authority under its Charter and state law to comply with this provision.

Section 6.12. Preservation of Tax Exemption. The City covenants and agrees that, in order to assure that the interest on the Term Loan shall at all times be excludable from gross income for federal income purposes, the City represents and covenants that it will comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code as follows:

(a) The facilities financed with the proceeds of the Prior Obligations (the "*Facilities*") are and will continue to be owned and operated by the City and no portion of the Facilities is or will be managed by anyone other than the City, another governmental entity, or pursuant to a "qualified management agreement" within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, rulings and revenue procedures thereunder, including Revenue Procedure 97-13, 1997-1 C.B. 632 (February 3, 1997).

(b) The City will not permit any private business use (as defined in Section 141(b)(1) of the Code) of the Facilities by any non-governmental organization, unless the City has first received an opinion from a nationally-recognized bond counsel to the effect that the proposed

private business use of the Facilities by such non-governmental organization will not cause interest on the Term Loan to become includable in gross income for federal income tax purposes.

(c) The City will not permit any private security to be provided or any private payment to be made with respect to the Term Loan by any non-governmental organization, unless the City has first received an opinion from a nationally-recognized bond counsel to the effect that the proposed private security or private payment by such non-governmental organization will not cause interest on the Term Loan to become includable in gross income for federal income tax purposes.

(d) At least ninety-five (95%) of the net proceeds of the Term Loan will be used to refinance bonds, the proceeds of which were expended for capital expenditures.

(e) The weighted average maturity of the Term Loan will not exceed one hundred twenty percent (120%) of the estimated economic life of the Facilities, all within the meaning of Section 147(b) of the Code.

Section 6.13. Sovereign Immunity. To the extent that the City has or hereafter may acquire under applicable law any right to immunity from set off or legal proceedings on the grounds of sovereignty or otherwise with respect to its obligations under this Agreement or any other Loan Document, the City hereby irrevocably waives, to the extent permitted by law, such rights to immunity for itself and agrees not to invoke any defense of immunity in respect of its obligations arising under or related to this Agreement and any of the other Loan Documents to which it is a party.

ARTICLE VII

NEGATIVE COVENANTS

Section 7.01. Negative Covenants. So long as the Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied, the City shall not:

(a) use, or permit the use of, any proceeds of the Term Loan in any manner which would cause the Term Loan to be a "private activity bond" within the meaning of Section 141 of the Code, or an "arbitrage bond" within the meaning of Section 148(a) of the Code; or

(b) take any action or omit to take any action which, if taken or omitted, would adversely affect (i) the exclusion of interest on the Term Loan from gross income for federal income tax purposes or (ii) the exclusion of interest on the Term Loan from taxable net income of individuals, estates, and trusts for State of Minnesota income tax purposes; or

(c) violate any law, rule, regulation, or governmental order to which it is subject, which violation involves a reasonable likelihood of adversely affecting the financial condition of the City or the City's ability to perform its obligations under this Agreement or any other Loan Document; or

(d) amend, modify or supplement, nor agree to any amendment or modification of, or supplement to, the Resolutions or any of the other Loan Documents or consent to, or permit or suffer to occur any action, course of dealing or omission which results in, or is equivalent to, an amendment, supplementation, termination or modification of the Resolutions or any of the other Loan Documents, without the prior written consent of the Bank, and any such amendment, supplementation, termination or modification made or entered into in violation of this subsection shall be deemed a nullity and of no force and effect; or

(e) to the extent that ERISA may become applicable to the City, violate ERISA in any way that could reasonably be expected to have a material adverse effect on the security for the Term Loan or the ability of the City to perform its obligations under this Agreement and the other Loan Documents; or

(f) enter into any Swap Contract hedging or otherwise relating to the Term Loan or this Agreement without the prior written consent of the Bank; or

(g) use the proceeds of the Term Loan in violation of Regulation U or X as the same may be amended or interpreted from time to time by the Board of Governors of the Federal Reserve System; or

(h) include in any offering document for Debt any information concerning the Bank that is not supplied in writing by the Bank expressly for inclusion therein.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default and Remedies. If any of the following events shall occur, each such event shall be an "Event of Default":

(a) any material representation or warranty made by the City in this Agreement (or incorporated herein by reference) or in any of the other Loan Documents or in any certificate, document, instrument, opinion or financial or other statement contemplated by or made or delivered pursuant to or in connection with this Agreement or with any of the other Loan Documents, shall prove to have been incorrect, incomplete or misleading in any material respect when made; *provided, however*, that a determination that a material representation or warranty is incorrect, incomplete or misleading in any material respect may be made without regard to the opinions rendered by Bond Counsel or the City Attorney with respect thereto;

(b) any "*event of default*" shall have occurred under any of the Loan Documents (as defined respectively therein);

(c) the City shall fail to pay (i) any amount of principal of or interest on the Term Loan as and when due hereunder, or (ii) within five (5) days after the same becomes due, any other amount payable hereunder;

(d) failure in the due observance or performance by the City of any covenant set forth in (i) Sections 6.01, 6.02, 6.11, 6.12 or 6.13 or (ii) Section 7.01(a) through and including Section 7.01(g) hereof;

(e) failure in the due observance or performance by the City of any other term, covenant or agreement set forth in this Agreement and the continuance of such failure for thirty (30) days after the occurrence thereof;

(f) the City shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 8.01(i) hereof;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the City or any substantial part of its property, or a proceeding described in Section 8.01(f)(v) shall be instituted against the City and such appointment continues undischarged or any such proceeding continues undismissed or unstayed for a period of sixty (60) or more days;

(h) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any General Obligation Debt of the City by any Governmental Authority with appropriate jurisdiction;

(i) (i) the failure of the City to perform any material obligation under any indenture, agreement or other instrument under which any General Obligation Debt of the City has been issued, and such failure shall continue for a period of time sufficient to permit the commencement of remedies under said indenture, agreement or other instrument or (ii) the City shall fail to pay any such General Obligation Debt when and as due;

(j) any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered by insurance (including self-insurance), in an aggregate amount not less than $15,000,000 shall be entered or filed against the City or against any of their property and remain unvacated, unbonded or unstayed for a period of ninety (90) days;

(k) (i) any material provision of this Agreement or any other Loan Document shall, for any reason, be declared to be unenforceable or null and void by any court or other

Governmental Authority of competent jurisdiction, or (ii) the City or any Governmental Authority contests the validity or enforceability of any material provision of this Agreement or any other Loan Document or shall seek an adjudication that this Agreement or any other Loan Document is not valid and binding of the City;

(l) the occurrence of a Determination of Taxability; or

(m) (i) if three Rating Agencies are then under contract with the City to provide General Obligation Debt Ratings, two of such Ratings are: (A) downgraded below "Baa1" (or its equivalent), by Moody's, below "BBB+" (or its equivalent), by S&P, and below "BBB+" (or its equivalent), by Fitch, as the case may be, or (B) suspended or withdrawn for a credit-related reason by two of Moody's, S&P and Fitch, as the case may be; or (ii) if two Rating Agencies are then under contract with the City to provide General Obligation Debt Ratings, one of such Ratings is: (A) downgraded below "Baa1" (or its equivalent), by Moody's, below "BBB+" (or its equivalent), by S&P, or below "BBB+" (or its equivalent), by Fitch, as the case may be, or (B) suspended or withdrawn for a credit-related reason by one of said Rating Agencies; or

(n) a court or Governmental Authority of competent jurisdiction shall have made a final ruling or rendered a final judgment that (i) one or more of the City, an Affiliate thereof, an officer or employee thereof or a member of the City Council is (A) in violation of the Patriot Act, any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), Anti-Corruption Laws and applicable Sanctions or (B) determined to be a Sanctioned Person, or (ii) the proceeds of the Term Loan have been used in violation of (A) the Anti-Corruption Laws or applicable Sanctions or (B) the Patriot Act, the Trading with the Enemy Act, as amended (50 U.S.C. §§ 1-44), or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or successor statute thereto

Section 8.02. Remedies Upon Event of Default. If an Event of Default specified in Section 8.01 hereof shall occur and be continuing then, in addition to any other rights or remedies available to the Bank under any other Loan Document or under applicable Law, the Bank may exercise any one or more of the following rights and remedies (regardless of whether the actions are taken at the same or different times):

(a) the Bank may provide written notice to the City of the occurrence of such Event of Default requiring the Note to become subject to special mandatory redemption (a "*Notice of Special Mandatory Redemption*") and, upon delivery to the City of the Notice of Special Mandatory Redemption, the Note shall be subject to special mandatory redemption on the date specified in said Notice of Special Mandatory Redemption, which date (the "*Special Mandatory Redemption Date*") shall be no later than the one hundred eightieth (180th) day immediately following delivery of the Notice of Special Mandatory Redemption to the City. Such Notice of Special Mandatory Redemption shall require that, on such Special Mandatory Redemption Date, the City pay to the Bank the redemption price of such Note (equal to 100% of the principal amount of the Note plus

accrued interest to the Special Mandatory Redemption Date) and all other Obligations hereunder shall be immediately due and payable on such Date; and

(b) at any time after the occurrence of, and during the continuation of, an Event of Default, by notice to the City, declare all fees and expenses then outstanding and unpaid to be immediately due and payable and, thereupon, such amounts so declared to be due and payable, together with accrued interest thereon, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the City; and

(c) assess interest on all interest-bearing obligations of the City (including the Note) at the Default Rate upon the occurrence and during the continuation of any Event of Default (or the Taxable Rate in the event of an Event of Default occurring under Section 8.01(l) above); and

(d) exercise the Bank's right of set off; and

(e) exercise any and all rights and remedies granted at law or in equity including, without limitation, the right to (i) proceed to protect the rights of the Bank by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of the City herein contained or in the exercise of any power or remedy granted to the Bank under any of the other Loan Documents, or (ii) exercise any other rights or remedies available to it under any Loan Document, any other agreement or instrument or at law or in equity.

Section 8.03. No Waiver; Cumulative Remedies; Enforcement. No failure by the Bank to exercise, and no delay by the Bank in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the City therefrom, shall be effective unless in writing signed by the Bank and the City, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.02. Notices; Effectiveness; Electronic Communication.

(a) *Notices Generally*. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), and except as otherwise expressly provided herein, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number to the address, telecopier number, electronic mail address or telephone number specified for the City and the Bank on Schedule 9.02; and

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) *Electronic Communications*. Notices and other communications to the Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Bank. The Bank or the City may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Bank otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) *Change of Address, Etc*. Each of the City and the Bank may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto.

(d) *Reliance by Bank*. The Bank shall be entitled to rely and act upon any notices purportedly given by or on behalf of the City even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The City shall indemnify the Bank and its Affiliates from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the City. All telephonic notices to and other telephonic communications

with the Bank may be recorded by the Bank, and each of the parties hereto hereby consents to such recording.

Section 9.03. *Headings*. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.04. *Expenses; Indemnity; Damage Waiver*.

(a) *Costs and Expenses*. The City shall pay (i) all reasonable out-of-pocket expenses incurred by the Bank and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Bank), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), but in no event shall such costs exceed $[_____]; (ii) all out-of-pocket expenses incurred by the Bank (including reasonable fees, charges and disbursements of any counsel for the Bank), and shall pay all reasonable fees and time charges for attorneys who may be employees of the Bank, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Term Loan made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Term Loan; and (iii) the necessary and reasonable fees, expenses and disbursements of counsel to the Bank in connection with each amendment to this Agreement or any other Loan Document or any approval, consent or waiver requested of the Bank with respect to any Loan Document, in each case, in a minimum amount of $3,500 plus the reasonable fees and expenses of counsel to the Bank or other reasonably required consultants to the Bank in connection with any such request for approvals, consents and waivers.

(b) To the extent permitted by law, the City agrees to indemnify and hold harmless the Bank from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which the Bank may incur (or which may be claimed against the Bank by any Person) by reason of or in connection with the execution and delivery by the City of this Agreement and the transactions contemplated hereby; *provided*, *however*, that the City shall not be required to indemnify the Bank for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Bank. Nothing in this Section 9.04 is intended to limit the obligations of the City under this Agreement or of the City to pay its obligations hereunder and under the Note.

(c) *Payments*. All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(d) *Survival*. The agreements in this Section shall survive the repayment of the Term Loan and the repayment, satisfaction or discharge of all the other Obligations.

Section 9.05. *Payments Set Aside*. To the extent that any payment by or on behalf of the City is made to the Bank, or the Bank exercises its right of setoff, and such payment or the

proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Bank in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 9.06. Successors and Assigns.

(a) *Successors and Assigns Generally*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank.

(b) *Parties to Whom Assignment/Transfer May be Made*. The Bank shall not assign or transfer this Agreement or the Term Loan without the prior written consent of the City (which consent shall not be unreasonably withheld or delayed); *provided, however*, that such limitation on assignment and transferability of this Agreement or the Term Loan shall not prohibit the Bank from transferring the Agreement or the Term Loan in whole to (i) an Affiliate of the Bank or (ii) a Person that is not an Affiliate of the Bank during a time where a Default or an Event of Default hereunder has occurred and is continuing; *provided, further, however*, that any assignment or transfer of this Agreement pursuant to this Section 9.06(b) shall only be made to a Person that is a Qualified Institutional Buyer or an institutional Accredited Investor that signs and delivers an Assignee/Transferee Letter, addressed to the City and the Bank, dated the effective date of such assignment or transfer and in substantially the same form as Exhibit E hereto. The Bank or assignee/transferee shall pay all reasonable expenses of the City, including reasonable fees and expenses of counsel, if any, in connection with such transfer and assignment.

(c) *Participations*. The Bank may at any time, without the consent of, or notice to, the City, sell participations to any Person (other than a natural person or the City or any of the City's Affiliates) (each, a "*Participant*") in all or a portion of the Bank's rights and/or obligations under this Agreement (including all or a portion of the Term Loan); *provided* that (i) the Bank's obligations under this Agreement shall remain unchanged, (ii) the Bank shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the City and the Bank shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which the Bank sells such a participation shall provide that the Bank shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that the Bank will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the proviso to the first paragraph of this Section 9.06(c) that affects such Participant. Subject to subsection (c) of this Section and applicable Laws, the City agrees that each Participant shall be entitled to the benefits of Sections 2.07, 3.02 and 9.04 to the same extent as if it were the Bank.

(d) *Limitations upon Participant Rights*. A Participant shall not be entitled to receive any greater payment under Section 2.07, 3.02 or 9.04 (to the extent permitted by law) than the Bank would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the City's prior written consent.

(e) *Certain Pledges*. The Bank may at any time pledge or grant a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of the Bank, including any pledge or grant to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or grant shall release the Bank from any of its obligations hereunder or substitute any such pledgee or grantee for the Bank as a party hereto.

Section 9.07. Treatment of Certain Information; Confidentiality. The Bank agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it, (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee/transferee of or Participant in, or any prospective assignee/transferee of or Participant in, any of its rights or obligations under this Agreement or the Term Loan or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction obtained by the City and relating to the City and its obligations, (g) with the consent of the City or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Bank or any of its respective Affiliates on a non-confidential basis from a source other than the City.

For purposes of this Section, "*Information*" means all information received from the City relating to the City or any of its respective businesses, other than any such information that is available to the Bank on a non-confidential basis prior to disclosure by the City; *provided* that, in the case of information received from the City after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

The Bank acknowledges that (A) the Information may include material non-public information concerning the City, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material

non-public information in accordance with applicable Laws, including United States Federal and state securities laws.

Section 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, the Bank and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other Obligations (in whatever currency) at any time owing by the Bank or any such Affiliate to or for the credit or the account of the City against any and all of the Obligations of the City now or hereafter existing under this Agreement or any other Loan Document to the Bank, irrespective of whether or not the Bank shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the City may be contingent or unmatured or are owed to a branch or office of the Bank different from the branch or office holding such deposit or obligated on such indebtedness. For purposes of this Section 9.08, any money, balances, credits or deposits made by the City exclusively for the payment of any federal, state or local withholding taxes shall not be subject to setoff by the Bank. The rights of the Bank and its respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Bank or its respective Affiliates may have. The Bank agrees to notify the City promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 9.09. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Bank and when the Bank shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.10. Survival of Representations and Warranties and Certain Provisions of the Prior Facility. All covenants, agreements, representations and warranties made by the City in the Prior Facility, herein and in the certificates or other instruments delivered in connection with or pursuant to the Prior Facility and this Agreement shall be considered to have been relied upon by the Bank and shall survive the execution and delivery of this Agreement and the delivery of the Note, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Default or Event of Default at the time of the making of the Term Loan or incorrect representation or warranty at the time any credit was extended under the Prior Facility, and shall continue in full force and effect as long as the Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied. The provisions of Section 2.07, Article III and Section 9.04 shall survive and remain in full force and effect as long as the Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 9.11. *Severability*. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.12. *Governing Law*. THE OBLIGATIONS OF THE CITY PURSUANT TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO CHOICE OF LAW RULES; PROVIDED, THAT THE OBLIGATIONS OF THE BANK WILL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. **[TBD – SPLIT OF LAW AND REQUIREMENT FOR LOCAL MINNESOTA FIRM TO RENDER THE ENFORCEABILITY OPINION ON BEHALF OF THE BANK IN LIEU OF NIXON PEABODY AND AT THE EXPENSE OF THE CITY.]**

Section 9.13. *Waiver of Jury Trial*. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY AND THE BANK HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.14. *Venue.* The City hereby irrevocably submits to the non-exclusive jurisdiction of the United States Federal Court sitting in Hennepin County, Minnesota, arising out of or relating to this Agreement or any other Loan Document and the City hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court and irrevocably waives in any such suit, action or proceeding brought in such court that such court is an inconvenient forum. Any judicial proceeding by the City against the Bank or any affiliate of the Bank involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this Agreement or any other Loan Document shall be brought only in a United States Federal Court or State Court sitting in Hennepin County, Minnesota The City and the Bank also irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to the respective address set forth for such party in Section 9.02. The City and the Bank agree that a final judgment in any suit, action or proceeding shall be conclusive and may be enforced in appropriate jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section 9.14 shall be by certified mail, return receipt requested.

Section 9.15. *No Advisory or Fiduciary Responsibility*. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the City acknowledges and agrees: (i) (A) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (B) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Bank has been acting solely as a principal and, except as expressly

agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the City or any of its Affiliates, or any other Person and (B) the Bank has no obligation to the City or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Bank and its respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City and its Affiliates, and the Bank has no obligation to disclose any of such interests to the City or its Affiliates. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.16. Electronic Signature; Electronically Signed Document. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. The parties agree that the electronic signature of a party to this Agreement (or any amendment or supplement of this Agreement) shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Section 9.17. Patriot Act. The Bank hereby notifies the City that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow it to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer," the Anti-Terrorism Laws (including the Executive Order), including the Patriot Act.

Section 9.18. Document Conflict. In the event of a conflict between any Loan Document (other than this Agreement) and this Agreement, the provisions of this Agreement shall prevail.

[*Remainder of page intentionally left blank; signature pages follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF MINNEAPOLIS

By: _____
Name: Sandra Christensen
Title: Interim Finance Officer

Signature Page to the Amended and Restated Term Loan Agreement
relating to Amended and Restated General Obligation Term Loan Note, Series 2011A)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Jeffrey M. Spetrino
Title: Vice President

Signature Page to the Amended and Restated Term Loan Agreement
relating to Amended and Restated General Obligation Term Loan Note, Series 2011A)

SCHEDULE 9.02
(TO THE TERM LOAN AGREEMENT)

BANK'S OFFICE;
CERTAIN ADDRESSES FOR NOTICES

TO THE BANK:

For Administrative Matters:

U.S. Bank National Association
U.S. Bank Government Banking
777 East Wisconsin Avenue
Mail Code: MK-WI-T5GB
Milwaukee, Wisconsin 53202
Attention: Brian Richter
Telephone: (414) 765-4012
Facsimile: (414) 765-6020

For Credit Matters:

U.S. Bank National Association
1350 Euclid Avenue, Suite 1100
Cleveland, Ohio 44115
Attention: Jeffrey Spetrino
Telephone: (216) 623-9233
Facsimile: (414) 623-9253

TO THE CITY:

City of Minneapolis:
325M City Hall
350 South 5th Street
Minneapolis, Minnesota 55415-1315
Attention: Sandra Christensen, Interim Finance Officer
Telephone: 612-673-2918
Facsimile: 612-673-2042
E-mail: sandra.christensen@minneapolismn.gov
Website Address: www.minneapolismn.gov
U.S. Taxpayer Identification Number: 41-6005375

EXHIBIT A

FORM OF AMENDED AND RESTATED GENERAL OBLIGATION NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

CITY OF MINNEAPOLIS, MINNESOTA
AMENDED AND RESTATED
GENERAL OBLIGATION
TERM LOAN NOTE
SERIES 2011A

$14,215,000 December [18], 2015

The City of Minneapolis, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the "*City*"), acknowledges itself to be indebted and for value received, hereby promises to pay U.S. Bank National Association, its successors and assigns (the "*Bank*" or "*Registered Owner*"), the principal sum of Fourteen Million Two Hundred Fifteen Thousand Dollars ($14,215,000), payable as set forth in that certain Amended and Restated Term Loan Agreement, dated as of December 1, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time thereafter, the "*Agreement*"), between the City and the Bank. All capitalized terms used herein have the meaning given such terms in the Agreement.

The City promises to pay interest on the unpaid principal amount of the Term Loan from the Effective Date until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Bank in immediately available funds at the Bank's Lending Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment computed at the per annum rate set forth in the Agreement.

This Term Loan Note evidences the City's obligations to pay the principal of and interest on the Term Loan, as described in the Agreement. The Term Loan was obtained by the City pursuant to a resolution adopted by the City Council of the City on November 20, 2015 and a resolution adopted by the Board of Estimates and Taxation of the City on December 9, 2015 as said resolutions may be amended and supplemented from time to time, the "*Resolutions*"), for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 475.67, as amended. The principal of and interest on the Term Loan are payable primarily from revenues derived from the entertainment tax imposed and collected by the City pursuant to Laws of Minnesota 1969, Chapter 1092, with respect to sales in Block E business, holding rents paid by the redeveloper of Block E, and certain net revenues derived from the

operation of the City's parking system, as set forth in the Resolutions to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of the Term Loan and the City has obligated itself to levy *ad valorem* taxes on all taxable property in the City in the event of any deficiency, which taxes may be levied without limitation as to rate or amount. This Term Loan Note is issued only as a fully registered note in denominations of $100,000 or any integral multiple thereof of single maturities.

This Bond is transferable upon the books of the City at the principal office of the City Finance Office (the "*Bond Registrar*"), by the Registered Owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or the owner's attorney; and may also be surrendered in exchange for a note of other authorized denominations. Upon such transfer or exchange the City will cause a new note or notes to be issued in the name of the transferee or Registered Owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Term Loan Note is registered as the absolute owner hereof, whether this Term Loan Note is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

This Term Loan Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note may be declared to be immediately due and payable, all as provided in the Agreement. The Term Loan made by the Bank shall be evidenced by one or more loan accounts or records maintained by the Bank in the ordinary course of business. The Bank may also attach schedules to this Note and endorse thereon the date, amount and maturity of the Term Loan and payments with respect thereto.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Term Loan Note in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Term Loan Note does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Term Loan Note is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolutions until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City of Minneapolis has caused this Term Loan Note to be executed in its name and on its behalf by the facsimile or manual signature of the Interim Finance Officer and its official seal to be affixed or imprinted hereon.

CITY OF MINNEAPOLIS

By: _____
Interim Finance Officer

REGISTRAR'S REGISTRATION AND AUTHENTICATION CERTIFICATE

This is the Term Loan Note described in the within mentioned Resolutions and has been registered as to principal and interest in the name of the Registered Owner identified above on the registration books of the Interim Finance Officer of the City of Minneapolis.

_____
Interim Finance Officer, as Bond Registrar

Dated: _____

(The remainder of this page is intentionally left blank.)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Term Loan Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

Please Insert Social Security Number or Other Identifying Number of Assignee.

_____

Notice: The signature to this assignment must correspond with the name as it appears on the face of this Term Loan Note in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signatures must be guaranteed by a national bank or trust company, or by a brokerage firm which is a member of a major stock exchange.

(The remainder of this page is intentionally left blank.)

EXHIBIT B

PRINCIPAL AMORTIZATION

DATE	PRINCIPAL AMOUNT
December 1, 2016	$1,720,000
December 1, 2017	$1,840,000
December 1, 2018	$1,970,000
December 1, 2019	$2,095,000
December 1, 2020	$2,325,000
December 1, 2021	$750,000
December 1, 2022	$795,000
December 1, 2023	$195,000
December 1, 2024	$210,000
December 1, 2025	$225,000
December 1, 2026	$245,000
December 1, 2027	$260,000
December 1, 2028	$280,000
December 1, 2029	$295,000
December 1, 2030	$315,000
December 1, 2031	$335,000
December 1, 2032	$360,000
Total	**$14,215,000**

EXHIBIT C

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

U.S. Bank National Association
[Address]
Attention: _____

Ladies and Gentlemen:

Reference is made to the Amended and Restated Term Loan Agreement, dated as of December 1, 2015 (together with any amendments or supplements thereto, the "*Agreement*"), by and between the undersigned, the City of Minneapolis (the "*City*"), and U.S. Bank National Association (the "*Bank*"). All terms defined in the Agreement as are used herein as defined therein.

The City hereby requests, pursuant to Section 2.10 of the Agreement, that the Mandatory Prepayment Date be extended to _____ __, ____. Pursuant to such Section 2.10, we have enclosed with this request the following instructions:

1. A reasonably detailed description of any and all Defaults or Events of Default that have occurred and are continuing;

2. Confirmation that all representations and warranties of the City as set forth in Article V of the Agreement are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof;

3. An Approving Opinion with respect to such extension; and

4. Any other pertinent information previously requested by the Bank.

The Bank is required to make reasonable efforts to notify the City of its decision with respect to this request within 60 days of the date of receipt thereof. If the Bank fails to notify the City of the Bank's decision within such 60-day period, the Bank shall be deemed to have rejected such request.

Very truly yours,

CITY OF MINNEAPOLIS

By: _____
Name: _____
Title: _____

EXHIBIT D

[FORM OF NOTICE OF EXTENSION]

NOTICE OF EXTENSION

[Date]

City of Minneapolis
325M City Hall
Minneapolis, Minnesota 55415
Attention: Finance Officer

Ladies and Gentlemen:

We hereby notify you that, pursuant to Section 2.10 of the Amended and Restated Term Loan Agreement, dated as of December 1, 2015 (the "*Agreement*"), by and between the City of Minneapolis (the "*City*") and the undersigned, U.S. Bank National Association (the "*Bank*"), the Mandatory Prepayment Date shall be extended to _____ ____. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article V of the Agreement are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Acknowledged as of _____, ____ by

CITY OF MINNEAPOLIS

By: _____
Name: _____
Title: _____

EXHIBIT E

[FORM OF ASSIGNEE/TRANSFEREE LETTER]

ASSIGNEE/TRANSFEREE LETTER

[Date]

City of Minneapolis, Minnesota
Minneapolis, Minnesota

U.S. Bank National Association
Milwaukee, Wisconsin

Re: City of Minneapolis, Minnesota
Amended and Restated General Obligation Term Loan Note,
Series 2011A (the "*Note*")

Ladies and Gentlemen:

The undersigned is the [*assignee/transferee*] of the [*Amended and Restated Term Loan Agreement (as defined below)/the Note described above (the "Note")*]. This letter is delivered pursuant to the requirements of Section 9.06(b) of the Amended and Restated Term Loan Agreement, dated as of December 1, 2015 (the "*Amended and Restated Term Loan Agreement*"), between the City of Minneapolis, a municipal corporation and political subdivision of the State of Minnesota (the "*Issuer*") and U.S. Bank National Association, a national banking association (the "*Bank*"), in connection with such [*assignment/transfer*]. Capitalized terms used but not defined herein have the meanings set forth in the Amended and Restated Term Loan Agreement.

The [*assignee/transferee*] hereby makes the following representations and warranties to the Issuer and the Bank in connection with such [*assignment/transfer*]:

1. The [*assignee/transferee*] has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal, tax-exempt and taxable obligations, to be able to evaluate the risks and merits represented by the [*assignment/transfer*].

2. The [*assignee/transferee*] has authority to effect such [*assignment/transfer*] and to execute this letter and any other instruments and documents required to be executed by the [*assignee/transferee*] in connection with the [*assignment/transfer*] of the [[*Amended and Restated Term Loan Agreement/Note]*.

3. The [*assignee/transferee*] is a Qualified Institutional Buyer or an institutional Accredited Investor and is able to bear the economic risks of such [*assignment/transfer*].

4. The [*assignee/transferee*] understands that the [*Amended and Restated Term Loan Agreement/Note is/are*] secured in the manner set forth in the Resolutions and other Loan Documents and the [*assignee/transferee*] has received and reviewed to its satisfaction a copy of the Amended and Restated Term Loan Agreement, the form of the Note, the Resolutions and the other Loan Documents.

5. The [*assignee/transferee*] acknowledges that no ratings have been obtained by the Issuer and/or assigned with respect to the [*Amended and Restated Term Loan Agreement/Note]*.

6. The [*assignee/transferee*] understands that an official statement, prospectus, offering circular or other comprehensive offering statement has not been provided with respect to the [*Amended and Restated Term Loan Agreement/Note]* and that, as of the date hereof, there is no ongoing obligation on the part of the Issuer to provide information of the sort included in the documents described in this sentence. The [*assignee/transferee*] has made its own independent investigation of the facts and circumstances surrounding the Issuer and the [*Amended and Restated Term Loan Agreement/Note]* and is not relying on the Issuer, the Bank, their respective agents or employees with respect to the sufficiency and scope of such investigation. The [*assignee/transferee*] is relying upon the accuracy of the representations and warranties of the Issuer and the Bank made in the Amended and Restated Term Loan Agreement and the other Loan Documents.

7. The [*assignee/transferee*] acknowledges that it has reviewed information, including financial statements and other financial information, regarding the Issuer, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Amended and Restated Term Loan Agreement, the Note, the security therefor the other Loan Documents so that it has been able to make an informed decision with respect to the proposed [*assignment/transfer*]; provided, however, that this letter shall not constitute a waiver of any rights or remedies the [*assignee/transferee*] may have with respect to (a) any untrue information it may have received or (b) any misconduct or fraud on the part of representatives of the Issuer or the Bank resulting in a failure to provide requested information for review by the [*assignee/transferee*].

8. The [*Amended and Restated Term Loan Agreement/Note*] will be owned and held by the [*assignee/transferee*] for its own account and not with a present view toward resale, assignment, transfer or distribution; provided, however, that the [*assignee/transferee*] reserves the right to sell, assign, transfer or distribute the [*Amended and Restated Term Loan Agreement/Note]*, but agrees that any such sale, assignment, transfer or distribution by the [*assignee/transferee*] shall be subject to the restrictions set forth in Section 9.06(b) of the Amended and Restated Term Loan Agreement.

9. The provisions of the Amended and Restated Term Loan Agreement, the Note and this letter are not, and should not be deemed to be, dispositive of the character of the debt for any legal, accounting or regulatory purposes.

NAME OF [ASSIGNEE/TRANSFEREE]

By: _____
Name: _____
Title: _____