

EXHIBIT B as of 11-17-06

FINANCING AND BOND PURCHASE AGREEMENT

By and Among

CITY OF MILWAUKEE, WISCONSIN

And

PETTIT NATIONAL ICE CENTER, INC.

And

TCF NATIONAL BANK

Dated as of January 1, 2007

Relating to
\$2,250,000
City of Milwaukee, Wisconsin
Industrial Development Revenue Bond, Series 2007
(Pettit National Ice Center, Inc. Project)

TABLE OF CONTENTS

FINANCING AND BOND PURCHASE AGREEMENT 1

ARTICLE I DEFINITIONS 2

 Section 1.01 Definitions.....2

 Section 1.02 Rules of Construction.....7

ARTICLE II CITY REPRESENTATIONS AND COVENANTS 9

 Section 2.01 Payment of Principal and Interest.9

 Section 2.02 Performance of Covenants by City.9

 Section 2.03 Instruments of Further Assurance.9

 Section 2.04 The Bond to be the Limited Obligation of the City.9

 Section 2.05 No Conflict or Violation.10

 Section 2.06 Litigation.10

 Section 2.07 No Repeal.10

 Section 2.08 Limitations on the Representation and Warranties of the City.10

 Section 2.09 No Warranty by City Regarding the Project.10

 Section 2.10 Tax-Exempt Status of Bond.11

ARTICLE III BORROWER REPRESENTATIONS 12

 Section 3.01 Organization and Existence.....12

 Section 3.02 No Conflict or Violation; No Collective Bargaining
 Agreements.....12

 Section 3.03 Inducement to Continue Operation of the Project.....12

 Section 3.04 Litigation or Proceedings.12

 Section 3.05 Legal and Binding Obligation.12

 Section 3.06 Payment of Taxes.12

 Section 3.07 No Default.13

 Section 3.08 Financial Statements.13

 Section 3.09 No False Statements.13

 Section 3.10 Tax Status of Bond.13

 Section 3.11 Environmental Laws.14

 Section 3.12 Nonprofit Status.14

 Section 3.13 Accuracy of Project Description and Expenditure of Bond
 Proceeds.....15

ARTICLE IV PURCHASER REPRESENTATIONS 16

 Section 4.01 Independent Investigation.16

 Section 4.02 Purchase for Own Account.16

ARTICLE V THE BOND..... 17

 Section 5.01 Form; Amount and Terms.17

 Section 5.02 Payment and Dating of the Bond.17

 Section 5.03 Execution.....17

 Section 5.04 Mutilated, Lost, Stolen or Destroyed Bond.....18

Section 5.05	Transfer, Registration and Exchange; Persons Treated as Owner; Restrictions on Transfer.	18
Section 5.06	Destruction of the Bond.	19
Section 5.07	Advance of Purchase Price of the Bond.	19
Section 5.08	Make-Whole Payment Following Taxable Event.	20
ARTICLE VI REDEMPTION OF BOND BEFORE MATURITY		21
Section 6.01	Redemption of the Bond.	21
ARTICLE VII ISSUE OF BOND.....		23
Section 7.01	Sale and Purchase of the Bond; Loan of Proceeds; Application of Proceeds.	23
Section 7.02	Delivery of the Bond.	23
ARTICLE VIII LOAN PAYMENTS AND ADDITIONAL SUMS		25
Section 8.01	Loan Payments.	25
Section 8.02	Payment of Fees and Expenses.	25
Section 8.03	No Abatement or Setoff.	26
Section 8.04	Non-presentment of the Bond.	26
Section 8.05	Discharge.....	27
ARTICLE IX COVENANTS AND AGREEMENTS OF CITY		29
Section 9.01	Payment of the Bond.	29
Section 9.02	Performance of Covenants.	29
Section 9.03	Priority of Pledge.	29
Section 9.04	Rights Under Agreement.....	29
Section 9.05	Assignment to Owner; Security Agreement.....	29
Section 9.06	Instruments of Further Assurance.	30
Section 9.07	Continued Existence, etc.	30
Section 9.08	Arbitrage Bond Covenant.....	30
Section 9.09	Enforcement of Duties and Obligations of the Borrower.	31
Section 9.10	Inspection of Books.....	31
Section 9.11	Filing and Recording.....	31
ARTICLE X COVENANTS OF THE BORROWER		32
Section 10.01	Maintenance and Operation of Project.	32
Section 10.02	[Intentionally Omitted.].....	32
Section 10.03	Bond Not to Become Taxable.	32
Section 10.04	Deficiencies in Revenues.	33
Section 10.05	Books and Records; Financial Statements and Other Information.	33
Section 10.06	Maintenance of Deposit Accounts.	34
Section 10.07	Corporate Existence; Mergers.	35
Section 10.08	Inspection.	35
Section 10.09	Additional Information.....	35
Section 10.10	Payment of Taxes and Impositions.	35
Section 10.11	Insurance.	36

Section 10.12	Further Assurances; Financing Statements.	36
Section 10.13	Maintenance of Non-Profit Status.....	36
Section 10.14	Restriction on Liens.	37
Section 10.15	Financial Covenants.	37
Section 10.16	Indemnification.	37
Section 10.17	City Fees and Expenses.	38
Section 10.18	Agreements for the Benefit of the City.	38
ARTICLE XI LIMITED OBLIGATION		40
Section 11.01	Source of Payment of the Bond.....	40
ARTICLE XII EVENTS OF DEFAULT AND REMEDIES		41
Section 12.01	Events of Default.....	41
Section 12.02	Acceleration.	42
Section 12.03	Legal Proceedings by Owner.	42
Section 12.04	Application of Moneys.	43
Section 12.05	Termination of Proceedings.	43
Section 12.06	Waivers of Events of Default; Rescission of Declaration of Maturity.	43
Section 12.07	Additional Remedies.....	44
Section 12.08	Special Provisions For the Benefit of Wisconsin State Fair Park Board.	44
ARTICLE XIII AMENDMENTS TO FINANCING DOCUMENTS		45
Section 13.01	Amendments to Agreement.....	45
Section 13.02	Amendments to Mortgage.....	45
ARTICLE XIV MISCELLANEOUS		46
Section 14.01	Limitation of Rights.	46
Section 14.02	Severability.....	46
Section 14.03	Notices.....	46
Section 14.04	Acts of Owner of the Bond.	47
Section 14.05	Exculpation of City.	47
Section 14.06	Indemnification Concerning the Project; Accuracy of Information Provided to Purchaser and City.	47
Section 14.07	Counterparts.	48
Section 14.08	No Personal Recourse.	49
Section 14.09	Termination.	49
Section 14.10	Authorization of Agreement; Agreement to Constitute Contract.	49
EXHIBIT "A" FORM OF BOND		
EXHIBIT "B" SCHEDULED MANDATORY REDEMPTIONS		
EXHIBIT "C" DESCRIPTION OF PROJECT AND APPLICATION OF PROCEEDS		

FINANCING AND BOND PURCHASE AGREEMENT

FINANCING AND BOND PURCHASE AGREEMENT dated as of the 1st day of January, 2007 (the "Agreement") made by and among PETTIT NATIONAL ICE CENTER, INC., a nonstock, nonprofit corporation organized and existing by virtue of the laws of the State of Wisconsin ("the Borrower"), the CITY OF MILWAUKEE, WISCONSIN (the "City"), a public body corporate and politic duly created, organized and existing under the laws of the State of Wisconsin, and TCF NATIONAL BANK, a national banking association (the "Purchaser").

WITNESSETH

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the "Act") authorizes the City to issue industrial development revenue bonds to finance all or any part of the construction, equipping, reequipping, acquisition, purchase, installation, reconstruction, rebuilding, rehabilitation, improving, supplementing, replacing, maintaining, repairing, enlarging, extending or remodeling of qualified projects and the improvement of sites therefor; and

WHEREAS, the Act authorizes the City to enter into a revenue agreement with an eligible participant wherein the eligible participant agrees (i) to provide the City with revenues sufficient for the prompt payments of the principal of and interest on the industrial development revenue bonds; and (ii) to cause such qualified project to be completed; and

WHEREAS, the City has induced the Borrower, to proceed with the acquisition of certain real property, improvements, and equipment, as more particularly described in Exhibit C hereto (the "Project"), in the jurisdiction of the City by offering to issue the Bond (as hereinafter defined) and to lend the proceeds thereof to the Borrower pursuant to this Agreement for the purpose of paying certain costs of the Project and related financing costs; and

WHEREAS, the City will receive substantial municipal benefits from the Project, including by way of illustration but not limitation: retention of and more steady employment of its citizens resulting in the alleviation of unemployment within the City; stimulation for expansion of existing and new business; stimulation of private investment funds from financial institutions; and betterment of the City's environment and economy; and

WHEREAS, the City's governing body has found and determined that the Project is a qualified project under the Act, that the Borrower is an eligible participant under the Act, and that this Agreement meets the requirements of a revenue agreement under the Act and for purposes of the Initial Resolution adopted on November 14, 2006 and the Bond Resolution adopted on December 12, 2006 (collectively, the "Resolution"); and

WHEREAS, the City's governing body has found and determined the financing of the Project with the Bond will serve the intended accomplishments of public purpose and will in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by the Resolution, and the City has agreed to provide financing for the Project by issuing the Bond; and

WHEREAS, the City intends to sell the Bond to the Purchaser and to lend the proceeds from the sale of the Bond to the Borrower to assist in financing the Project as described herein (such loan being herein referred to as the "Loan") which loan will be repaid by the Borrower in accordance with the terms hereof; and

WHEREAS, payment of the Bond will be secured, in part, by an assignment of the City's rights hereunder (other than its rights to payment of certain fees and expenses and to indemnification) to the Purchaser and its successors and assigns; and

WHEREAS, the obligations of Borrower hereunder will be secured by a grant to the Purchaser of a mortgage lien on, assignment of rents in respect to, and security interest in the real and personal property and fixtures comprising the Project and substantially all other personal property of Borrower pursuant to a **[Mortgage and Security Agreement,]** dated of even date herewith (the "Mortgage") from Borrower to the Purchaser; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Bond, when executed and delivered by the City and authenticated by the Borrower as in this Agreement provided, the legal, valid and binding limited obligation of the City in accordance with the terms thereof and to make this Agreement a valid and binding agreement;

NOW, THEREFORE, in consideration of the purchase and acceptance of the Bond by the Purchaser and of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

In this Agreement and any supplement hereto (except as otherwise expressly provided), the following words and terms shall have the meanings specified in the foregoing recitals:

ACT	PROJECT
AGREEMENT	PURCHASER
BORROWER	RESOLUTION
LOAN	CITY
MORTGAGE	

In addition, the following words and terms shall have the following meanings, unless a different meaning clearly appears from the context:

"ASSIGNED INTERESTS" is defined in Section 9.05 below.

"BOND" means the \$2,250,000 City of Milwaukee, Wisconsin Industrial Development Revenue Bond, Series 2006 (Pettit National Ice Center, Inc. Project).

[“BOND YEAR” mean the one (1) year period commencing on January 1 of each year (except in the case of the first Bond Year, which shall be the shorter period commencing on the Original Issue Date and ending on December 31, 2007).]

“BUSINESS DAY” means any day other than (i) a Saturday or Sunday or a legal holiday, or (ii) a day on which banking institutions located in the State are required or authorized by law to close, or (iii) so long as the Purchaser is the Owner of the Bond, any day on which the Purchaser’s office in Milwaukee, Wisconsin is not open for business.

[“CAPITALIZED LEASES” means leases which are capitalized on the books of Borrower or should be so capitalized under generally accepted accounting principles.]

“CHIEF MUNICIPAL OFFICIAL” means the person at the time incumbent in the office of Mayor of the City or, in the event of the death, disability or absence of such person, the person duly authorized and legally empowered to perform the duties of such office in such event.

“CLERK” means the person at the time incumbent in the office of Clerk of the City or, in the event of the death, disability or absence of such person, the person duly authorized and legally empowered to perform the duties of such office in such event.

“CODE” means the Internal Revenue Code of 1986, as amended, and all applicable regulations promulgated thereunder.

“COLLATERAL” means the properties in which the Purchaser is granted a lien and security interest pursuant to the Mortgage and the other Financing Documents.

“COUNSEL” means an attorney or firm of attorneys duly admitted to the practice of law before the highest court of any state in the United States of America or the District of Columbia.

[“DEBT SERVICE COVERAGE RATIO”] means, for any period, the relationship, expressed as a numerical ratio, between:

(a) cash receipts of the Borrower for such period minus accrued expenses of the Borrower for such period;

and

(b) the sum of (i) interest expense (taking into account any interest rate swap or other hedging agreement in respect to the Bond interest) and (ii) required principal amortization on indebtedness of the Borrower (including the Loan) for such period.

“DEFAULT RATE” means as of any date, the **[Initial Interest Rate, Reset Rate or Taxable Rate,]** as then applicable, plus 2% per annum.

“DIRECT LOAN DOCUMENTS” has the meaning assigned to such term in the Mortgage.

“DIRECTING BODY” of a corporation means the corporation’s members if the members have complete discretion to elect the corporation’s directors or the corporation’s directors if the members do not have that discretion or if the corporation has no members or if the corporation has stockholders who elect its directors.

“ELIGIBLE COSTS” means the following categorical costs in respect to the Project:

(i) the “Bond Issuance Costs”, namely the costs, fees and expenses incurred or to be incurred by the Borrower in connection with the issuance and sale of the Bond, including financing fees, if any, the fees and disbursements of Bond Counsel, the filing and recording fees, the fees and disbursements of counsel to the City, the fees and disbursements of counsel to the Borrower, the costs of title insurance policies, appraisals and environmental audits, and any other costs of a similar nature reasonably incurred; provided, however, that the aggregate of such costs that shall constitute Eligible Costs shall not exceed two percent (2%) of the initial principal amount of the Bond;

(ii) the “Basic Project Costs”, namely those costs of acquiring, constructing and installing the Project which (a) were incurred after September 16, 2006, and which were or are for the purpose of providing land or property of a character subject to the allowance for depreciation under the Internal Revenue Code; and

(iii) the “Other Costs”, namely such other costs incurred in connection with the Project which, in the opinion of Bond Counsel, may be paid or reimbursed to the Borrower without adverse effect on the legality of the Bond or the exclusion of interest on the Bond from gross income of the owners thereof under Sections 103 and 145 of the Code.

“EVENT OF DEFAULT” means any of the events enumerated in Section 12.01 hereof.

“FINANCING DOCUMENTS” means this Agreement, the Mortgage, the Tax Agreement, and the Uniform Commercial Code financing statements executed by the City and the Borrower in connection with the issuance of the Bond.

“FIVE YEAR TREASURY RATE” means, in respect to a Reset Period,

“GOVERNMENT OBLIGATIONS” means direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America.

“INDEMNIFIED PARTIES” means the City, the Purchaser, the Owner, any person who “controls” the City, the Purchaser and the Owner, within the meaning of Section 15 of the Securities Act of 1933, as amended, any member, officer, director, official, agent or

employee of the City, the Purchaser and the Owner and their respective executors, administrators, heirs, successors and assigns.

“INITIAL INTEREST RATE” means the rate of _____% per annum, which is the rate payable on the Bond for the period commencing on the Original Issue Date to the first Reset Date, unless otherwise provided herein.

“INTEREST PAYMENT DATE” means the first day of each month, commencing February 1, 2007.

“NET ASSETS UNRESTRICTED” means the net assets unrestricted as properly appearing on the balance sheet of the Borrower (or the equivalent thereof), determined in accordance with generally accepted accounting principles.]

“ORIGINAL ISSUE DATE” means January 5, 2007.

“OWNER” means the Person in whose name or names the Bond is registered in accordance with this Agreement.

“OUTSTANDING” shall mean, as of the time in question, the Bond issued and delivered under this Agreement, except all or any portion of the principal amount thereof, as the case may be, such as:

- (a) is cancelled or required to be cancelled under the terms of this Agreement;
- or
- (b) in substitution for which another Bond has been authenticated and delivered pursuant hereto; or
- (c) is paid in part without presentation and surrender of the Bond in accordance with Section 6.01 hereof (but only to the extent of such payments).

“PERMITTED ENCUMBRANCES” has the meaning assigned to such term in the Mortgage.

“PERSON” means natural persons, firms, associations, corporations and public bodies.

“PREPAYMENT FEE” means an amount, calculated as of the applicable redemption date or accelerated maturity date (a “Calculation Date”) in any Bond Year, equal to (i) the product of (A) the applicable Prepayment Fee Percentage, multiplied by (B) (1) the principal amount of the Bond redeemed or paid during such Bond Year on or prior to such Calculation Date pursuant to a redemption at Borrower’s option in accordance with Section 6.01(a) or pursuant to an acceleration of maturity following an Event of Default in accordance with Section 12.02 hereof minus (2) twenty percent (20%) of the Outstanding principal amount of the Bond on the first day of such Bond Year, (but only if and to the extent the amount calculated pursuant to this clause (B) is greater than zero) minus (ii) any Prepayment Fee which

shall have been paid or become payable in respect to a previous optional redemption by Borrower during such Bond Year.

“PREPAYMENT FEE PERCENTAGE” means, in respect to each period of five (5) Bond Years commencing on the Original Issue Date, first Reset Date and second Reset Date, respectively:

- (i) three percent (3%) for the first two Bond Years of such period;
- (ii) two percent (2%) for the third and fourth Bond Years of such period;
- (iii) one percent (1%) for the fifth Bond Year of such period;

provided that the Prepayment Fee Percentage shall be 0% for redemptions pursuant to Section 6.01(a) on a Reset Date.

“PURCHASE PRICE” means the price paid by the Purchaser for the Bond upon initial issuance thereof pursuant to Section 7.01 hereof.

“RECORD DATE” means, with respect to any Interest Payment Date, the Business Day preceding such Interest Payment Date.

“RESERVED RIGHTS” means the rights of the City (1) to execute and deliver supplements and amendments to the Agreement pursuant to Section 13.01 hereof, (2) to be held harmless and indemnified pursuant to Section 14.06 hereof, (3) to receive any funds for its own use, whether as reimbursement or indemnification pursuant to Section 14.06 hereof, (4) to receive notices and other documents, and (5) to provide any consent, acceptance or approval with respect to matters as provided herein.

“RESET DATE” means January __, 2012 and January __, 2017.

“RESET PERIOD” means (i) the period from January __, 2012 to and including January __, 2017, and (ii) the period from January __, 2017 to and including January __ 2022.

“RESET RATE” means, in respect to a Reset Period, the annual rate determined as the product of (i) 0.76 multiplied by (ii) the sum of (A) 2.75% plus (B) the Five-Year Treasury Rate applicable to such Reset Period.

“SCHEDULED REDEMPTION DATES” means the Interest Payment Dates on which the Bond is subject to mandatory scheduled redemptions of principal in accordance with Section 6.01(c) hereof and Exhibit B attached hereto.

“STATE” means the State of Wisconsin.

“STATE FAIR PARK BOARD” means _____.

“TANGIBLE NET WORTH” means _____.

[“TAX AGREEMENT” means the _____ executed by the City and the Borrower concurrently with the delivery of the Bond relating to the expectations of the City and the Borrower with respect to the expenditure of the proceeds of the Bond and the compliance by the City and the Borrower with the provisions of the Code as required to ensure the exclusion from gross income for federal income tax purposes of the interest on the Bond.]

“TAXABLE EVENT” means the circumstance of interest paid or payable on the Bond becoming includable (other than for purposes of an alternative minimum tax or a tax on preference items of the type imposed by Section 55 or 56 of the Code or any successor statute thereto or any similar federal tax on preference items) in the gross income of any Owner for Federal income tax purposes as a consequence of any act, omission or event whatsoever including, without limitation, a failure by the Borrower to observe and comply with any covenant, agreement or representation in this Agreement, the Tax Agreement and Resolution.

“TAXABLE RATE” means (i) prior to the first Reset Date, _____% [2.75% + Five-Year Treasury Rate on January 2, 2007] per annum and (ii), during each Reset Period, the annual rate determined as the sum of (A) 2.75% plus (B) the Five-Year Treasury Rate applicable to such Reset Period.

“TITLE INSURER” means _____ or other title insurance company acceptable to Purchaser.

Section 1.02 Rules of Construction.

In this Agreement (except as otherwise expressly provided), the following rules shall apply unless a different meaning clearly appears from the context:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State.

(b) The section titles and other headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect.

(c) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, the singular the plural, and the part the whole. The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to a particular provision of this Agreement.

(d) All references herein to financial or accounting terms, except as the context may clearly otherwise require, shall be construed in accordance with generally accepted accounting principles applied on a consistent basis.

(e) The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.

(f) All references to the time of any day shall mean Central Standard or Daylight Savings Time, as prevailing on the applicable date in Milwaukee County, Wisconsin.

ARTICLE II
CITY REPRESENTATIONS AND COVENANTS

The City represents, warrants and covenants as follows:

Section 2.01 Payment of Principal and Interest.

The City covenants that it will promptly pay the principal of, premium, if any, and interest on the Bond issued under this Agreement at the place, on the date and in the manner provided in said Bond according to the true intent and meaning thereof. *The principal of, premium, if any, and interest on the Bond are payable solely from the revenues pledged pursuant to this Agreement and the Financing Documents, and nothing in the Bond or this Agreement shall be considered as pledging any other funds or assets of the City.*

Section 2.02 Performance of Covenants by City.

The City covenants that it will faithfully perform each and every undertaking, covenant, stipulation and provision contained in this Agreement and in the Bond executed, authenticated and delivered hereunder. The City represents that it is duly authorized under the Constitution and laws of the State of Wisconsin (including, specifically, the Act) to issue the Bond, to execute this Agreement and to pledge the revenues described and pledged herein. The City represents further that all action on its part for the issuance of the Bond and the execution and delivery of this Agreement has been duly and effectively taken, and that the Bond in the hands of the Owner thereof, upon proper authentication by the Borrower, is and will be the valid and enforceable obligations of the City according to the tenor and import thereof.

Section 2.03 Instruments of Further Assurance.

The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered (at the expense of the Borrower), such further acts, instruments and transfers as the Purchaser may reasonably require for the better assuring, pledging, assigning and confirming unto the Purchaser all and singular the revenues pledged hereby to the payment of the principal of, premium, if any, and interest on the Bond. The City covenants and agrees that, except as provided herein, it will not sell, assign, pledge, transfer, encumber or otherwise dispose of the revenues pledged hereunder.

Section 2.04 The Bond to be the Limited Obligation of the City.

Pursuant to the Act, upon issuance and delivery in accordance with this Agreement, the Bond shall be a limited obligation of the City, payable by it solely from the revenues and other moneys derived by the City from this Agreement and the Financing Documents and shall not constitute a general or moral obligation or a pledge of the faith or credit of the City or the State. The Bond and the interest thereon shall not be a debt of the City, within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a charge against the City's general credit or taxing powers or a pecuniary liability of the City. The Bond shall not constitute or give rise to any personal liability of any member of the

governing body of the City or any officers or employees of the City on the Bond or for any act or omission related to the authorization or issuance of the Bond.

Section 2.05 No Conflict or Violation.

The execution and delivery of this Agreement and the Bond and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation of the Constitution of the State or violation, breach of or default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the City is a party or by which the City is bound, or, to the knowledge of the City, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties, and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required to be obtained by the City for the consummation of the transactions contemplated thereby have been obtained.

Section 2.06 Litigation.

There is no action, suit, proceeding or investigation at law or in equity or before or by any court, public board or body pending or threatened against or affecting the City, or, to the best knowledge of the City, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or which in any way would contest or adversely affect the validity of the Bond or this Agreement or the power of the City for the issuance of the Bond, the validity of the Resolution, the validity of, or power of the City to execute and deliver, any agreement or instrument to which the City is a party and which is used or contemplated for use in consummation of the transactions contemplated hereby or the right of the City to finance the Project or the exclusion of interest on the Bond from the gross income of the Owner for purposes of federal income taxation.

Section 2.07 No Repeal.

No authority or proceedings for the issuance of the Bond or documents executed in connection therewith has been repealed, revoked, rescinded or superseded.

Section 2.08 Limitations on the Representation and Warranties of the City.

The City makes no representation as to (a) the financial position or business condition of the Borrower, (b) the value of the Project or the Collateral or their suitability for any particular purpose or (c) the correctness, completeness or accuracy of any of the statements, materials (financial or otherwise), representations or certifications furnished or to be made by the Borrower in connection with the sale or transfer of the Bond, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

Section 2.09 No Warranty by City Regarding the Project.

THE BORROWER RECOGNIZES THAT THE CITY HAS NOT MADE A DETAILED INSPECTION OF THE PROJECT OR THE PLANS THEREFOR OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR

OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION 2.09 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE CITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 2.10 Tax-Exempt Status of Bond.

The City covenants that it will not knowingly take any action which would adversely affect the exclusion of interest on the Bond from gross income of the Owner under Sections 103(a), 145 or 148 of the Code.

ARTICLE III
BORROWER REPRESENTATIONS

The Borrower represents, warrants and covenants as follows:

Section 3.01 Organization and Existence.

The Borrower is a nonstock, nonprofit corporation duly organized and existing in good standing under the laws of the State, with full power and legal right to enter into the Financing Documents and to perform its obligations thereunder. The making and performance by the Borrower of its obligations under this Agreement and the other Financing Documents have been duly authorized by proper corporate action.

Section 3.02 No Conflict or Violation; No Collective Bargaining Agreements.

The execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby does not conflict with or cause or constitute a breach of or default under the articles of incorporation or bylaws of the Borrower or any bond, contract, indenture, agreement or other instrument to which it is a party or by it or its property is bound.

Section 3.03 Inducement to Continue Operation of the Project.

The Loan made by the City pursuant to this Agreement will induce the Borrower to acquire and continue the operation of the Project.

Section 3.04 Litigation or Proceedings.

There is no action, suit, proceeding or investigation at law or in equity before or by any court, arbitration board or tribunal, public board or body pending or, to the best knowledge of the Borrower threatened against or affecting the Borrower, or, to the best knowledge of the Borrower, any basis therefor, wherein an unfavorable decision, ruling or finding would (i) adversely affect in a material way the financial condition of the Borrower or its ability to perform its obligations under the Financing Documents, or (ii) adversely affect the exclusion of interest on the Bond from gross income for purposes of federal income taxation.

Section 3.05 Legal and Binding Obligation.

Each of the Financing Documents is a legal, valid and binding obligation of the Borrower enforceable against it in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally and except to the extent that the enforceability thereof may be limited by the application of general principles of equity.

Section 3.06 Payment of Taxes.

Except for such amounts as the Borrower is contesting in good faith through proper proceedings, the Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on

said returns or on any assessment received by it, to the extent that such taxes have become due. The Project and the facilities comprising the same are, and will continue to be at all times while any portion of the Bond is Outstanding, **[exempt from any and all personal property taxes and real property taxes]** imposed by the City and all other governmental entities having jurisdiction over the Project and the Project site.

Section 3.07 No Default.

The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which it is bound, to the extent such default would result in a materially adverse impact on the financial position or condition of the Borrower.

Section 3.08 Financial Statements.

All financial statements furnished to the Purchaser by the Borrower are true, accurate and correct in all material respects as of the date thereof and have or will have, with respect to the financial statements hereafter furnished to the Purchaser, been prepared in accordance with generally accepted accounting principles, consistently applied. Such financial statements fairly present the financial condition of the Borrower, as of the date of such statements, and the results of their respective operations for the fiscal period then ended and there has been no materially adverse change, financial or otherwise, in its condition since the date of the last financial statement furnished to the Purchaser.

Section 3.09 No False Statements.

As of the date hereof, neither any Financing Document nor any other document, certificate or statement furnished to the City or the Purchaser by or on behalf of the Borrower contains any untrue statement of a material fact with respect to the Borrower or omits to state a material fact with respect to the Borrower necessary in order to make the statements contained herein and therein not materially misleading, and the representations, statements and warranties set forth therein are true, correct and complete. It is specifically understood by the Borrower that all such statements, representations and warranties shall be deemed to have been relied upon by the City as an inducement to make the Loan and issue the Bond and by the Purchaser to purchase the Bond.

Section 3.10 Tax Status of Bond.

The Borrower has not taken any action and it knows of no action that any person has taken or intends to take which would cause interest on the Bond to be includable in the gross income of the Owner for federal income tax purposes. The Borrower further represents, warrants and covenants as follows:

- (a) One hundred percent (100%) of the sum of (i) the proceeds from the sale of the Bond plus (ii) the investment income from the investment thereof will be used to pay, or to reimburse the Borrower for the payment of, Eligible Costs.

(b) The Borrower shall not (i) use any of the proceeds of the Bond for any purpose other than to pay the Eligible Costs, (ii) request, approve, or permit to be approved on its behalf any payment of the proceeds of the Bond if, as a result of such payment, the provisions of subsection (a) above would not be satisfied, or (iii) make, direct or permit the investment or any other use of the proceeds of the Bond which would cause the Bond to be an arbitrage bond within the meaning of Section 148 of the Code, and will further comply with the rebate requirements and all other provisions of Section 148 of the Code, and the regulations thereunder.

(c) The average maturity of the Bond will not exceed 120% of the average reasonably expected economic life of the facilities to be financed with the proceeds of the Bond within the meaning of Section 147(b) of the Code.

Section 3.11 Environmental Laws.

To the best knowledge of the Borrower, the Borrower is in compliance, in all material respects, with all Environmental Laws (as defined below), including, without limitation, all Environmental Laws in jurisdictions in which the Borrower owns or operates, or has owned or operated, a facility or site, stores Collateral, arranges or has arranged for disposal or treatment of hazardous substances, solid waste or other waste, accepts or has accepted for transport any hazardous substances, solid waste or other wastes or holds or has held any interest in real property or otherwise. Except as disclosed to the Purchaser in writing, no litigation, action, proceeding, inquiry, request for information, administrative action or overt investigation arising under, relating to or in connection with any Environmental Law is pending or, to the best knowledge of the Borrower, threatened against the Borrower, any real property which the Borrower holds or has held an interest or any past or present operation of the Borrower. No release, threatened release or disposal of hazardous waste, solid waste or other wastes is occurring, or to the best knowledge of the Borrower, has occurred, on, under or to any real property in which the Borrower holds any interest or performs any of its operations, in violation of any Environmental Law. As used in this Section, "Environmental Laws" means all provisions of laws, statutes, ordinances, rules, regulations, permits, licenses, judgments, writs, injunctions, decrees, orders, awards and standards promulgated by any governmental authority concerning health, safety and protection of, or regulation of the discharge of hazardous substances into, the environment.

Section 3.12 Nonprofit Status.

The Borrower represents that it is a not-for-profit corporation qualified under Section 501(c)(3) of the Code, is exempt from federal income taxes pursuant to 501(a) of the Code and is not a private foundation as defined in Section 509 of the Code. Ownership and operation of the Project will not constitute an "unrelated trade or business" of the Borrower within the meaning of Section 513 of the Code. In furtherance of the foregoing, the Borrower represents, warrants, covenants and agrees that the Project shall be operated as a _____ facility in accordance with the basis upon which the Borrower is qualified as (and has been determined by the Internal Revenue Service to constitute) a not-for-profit corporation under Section 501(c)(3) of the Code.

Section 3.13 Accuracy of Project Description and Expenditure of Bond Proceeds.

The Borrower represents that the description of the Project as set forth in Exhibit C hereto is accurate in all material respects, that the application of the proceeds of the Bond as set forth in said Exhibit C is an accurate summary of the Borrower's best estimates of the intended application of the proceeds of the Bond, and that, except as otherwise specifically indicated in said Exhibit C, all property of which the Project is comprised consists of land or property of a character subject to the allowance for depreciation under Section 167 of the Code.

ARTICLE IV
PURCHASER REPRESENTATIONS

The Purchaser represents and warrants as follows:

Section 4.01 Independent Investigation.

The Purchaser has made an independent investigation and evaluation of the financial position and business condition of the Borrower and the value of the Collateral, or has caused such investigation and evaluation of the Borrower and the Project to be made by persons it deems competent to do so. All information relating to the business and affairs of the Borrower that the Purchaser has requested in connection with the transactions referred to herein have been provided to the Purchaser. The Purchaser hereby expressly waives the right to receive such information from the City and relieves the City of any liability for failure to provide such information or for the inclusion in such information in any of the documents, representations or certifications to be provided by the Borrower under this Agreement of any untrue fact or for the failure therein to include any fact.

Section 4.02 Purchase for Own Account.

The Purchaser is purchasing the Bond for its own account, with the purpose of investment and not with the intention of distribution or resale thereof; provided that the Purchaser may sell participations in the Bond to other financial institutions in accordance with customary banking practices. Except as provided in the preceding sentence, the Bond will not be sold unless registered in accordance with the rules and regulations of the Securities and Exchange Commission or unless the City is furnished with an opinion of Counsel or a “No Action” letter from the Securities and Exchange Commission that such registration is not required.

ARTICLE V
THE BOND

Section 5.01 Form; Amount and Terms.

(a) In order to provide funds for the acquisition of the Project, the Bond is hereby authorized to be issued in the aggregate principal amount of \$2,250,000, and shall be issued as a fully registered Bond, without coupons, substantially in the form set forth as Exhibit A hereto, with appropriate insertions and deletions. The Bond shall be issued in a single denomination equal to the entire outstanding principal amount thereof. The Owner thereof shall note on the grid attached to the Bond all payments of principal thereon and other matters described therein.

(b) The Bond shall mature on January __, 2022, shall be subject to redemption prior to maturity as provided in Section 6.01 hereof and in the Bond, and shall bear interest from and including the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, until payment of the principal thereof shall have been made in accordance with the provisions thereof. Principal of and interest on the Bond shall be paid as provided for in the form thereof set forth as Exhibit A hereto, and as otherwise set forth in this Agreement. The Purchaser shall determine the Reset Rate on or prior to each Reset Date and shall notify Borrower of such Reset Rate, provided that the Reset Rate applicable to the Bond for each Reset Period shall become effective on the Reset Date which is the first day of such Reset Period whether or not Borrower shall have received such notice. Determinations of the Reset Rate by the Purchaser shall be conclusive and binding upon the City and Borrower absent manifest error.

Section 5.02 Payment and Dating of the Bond.

Principal of the Bond shall be payable to the Owner thereof upon presentation and surrender of the Bond at the principal office of the Borrower on the maturity date shown thereon unless previously redeemed by the City pursuant to Section 6.01 hereof. Interest on the Bond shall be payable on each Interest Payment Date by check payable to the Owner and mailed on or prior to each Interest Payment Date or by bank wire transfer to the bank account designated by the Owner (any such designation provided by the Owner shall be effective for each Interest Payment Date thereafter until written notice to the contrary is provided to the Borrower), in either case as the Borrower and the Owner shall agree. The Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest, at the Default Rate. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts. The Bond shall be dated the Original Issue Date.

Section 5.03 Execution.

(a) The Bond shall be executed on behalf of the City by its Mayor by his or her manual or facsimile signature and the corporate seal of the City, if any, or a facsimile thereof shall be impressed thereon or affixed thereto and attested by its Clerk by his or her manual or facsimile signature. In case any officer whose signature (or facsimile thereof) shall appear on the

Bond shall cease to be such officer before the delivery of the Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(b) The Bond shall not be valid or obligatory for any purpose unless and until the Certificate of Authentication attached thereto shall have been duly executed by the Borrower. The executed certificate of the Borrower upon the Bond shall be conclusive evidence that the Bond has been authenticated and delivered hereunder. The Borrower is hereby authorized and empowered to authenticate the Bond on the date of execution hereof and to deliver the Bond to the Purchaser upon payment by Purchaser of the purchase price therefor in accordance with Sections 5.07 and 7.01 hereof.

Section 5.04 Mutilated, Lost, Stolen or Destroyed Bond.

If mutilated, the Bond may be surrendered, and thereupon the City shall execute and the Borrower shall authenticate and deliver to the Owner in exchange therefor a new Bond of like date, interest rate, maturity and denomination as that mutilated upon surrender or cancellation of such mutilated Bond.

If there be delivered to the City and to the Borrower (a) evidence to their satisfaction of the destruction, loss or theft of the Bond, and (b) such security or indemnity as may be required by them to save each of them harmless, then in the absence of notice to the City or the Borrower that the Bond has been acquired by a bona fide purchaser, the City shall execute and deliver to the Owner in lieu of such destroyed, lost or stolen Bond, a new Bond (which shall be authenticated by the Borrower) of like date, interest rate, maturity and denomination as that destroyed, lost or stolen. In the event any such mutilated, destroyed, lost or stolen Bond shall have matured, instead of issuing a duplicate Bond the City may pay the same without surrender thereof.

Upon the issuance of a new Bond under this Section, the City and the Borrower may require of the Owner thereof the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

A new Bond issued pursuant to this Section in lieu of a mutilated, destroyed, lost or stolen Bond shall constitute an original additional contractual obligation of the City whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Agreement.

The provisions of this Section are exclusive and shall preclude (to the extent permitted by law) all other rights and remedies with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond.

Section 5.05 Transfer, Registration and Exchange; Persons Treated as Owner; Restrictions on Transfer.

The Borrower shall keep at its principal office books for the registration and for the transfer of the Bond in accordance with the requirements of Section 149 of the Code at all

times while the Bond remains Outstanding. The Bond shall be transferable only upon such books by the Owner thereof, in person or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Borrower and duly executed by the Owner or by its duly authorized attorney.

Upon surrender for transfer of the Bond at the principal office of the Borrower, the City shall execute and the Borrower shall authenticate and deliver in the name of the transferee a new fully registered Bond, with appropriate insertions and deletions, for the aggregate Outstanding principal amount thereof.

The Bond, when presented for transfer or exchange, shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form satisfactory to the City and the Borrower, duly executed by the Owner or by its duly authorized attorney.

Upon the transfer of the Bond under this Section, the City and the Borrower may require of any transferee the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

The City and the Borrower may deem and treat the person in whose name the Bond is registered as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of the Bond and for all other purposes, and all such payments so made to the Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and neither the City, nor the Borrower shall be affected by any notice to the contrary.

Section 5.06 Destruction of the Bond.

Whenever the Bond shall be delivered to the Borrower for cancellation thereof pursuant to this Agreement, upon payment of the principal amount, premium, if any, or interest represented thereby or for replacement or transfer pursuant to Sections 5.04 or 5.05 hereof, the Bond shall be promptly cancelled and destroyed and a certificate of destruction evidencing such destruction shall be furnished by the Borrower to the City.

Section 5.07 Advance of Purchase Price of the Bond.

[Upon the issuance of the Bond, the Purchaser shall pay the Purchase Price therefor pursuant to Section 7.01 hereof, which shall be deposited in a deposit account maintained by Borrower at the Purchaser. Bond proceeds in such deposit account (including any investment income thereon) may be withdrawn from time to time by the Borrower for Eligible Costs only upon delivery by the Borrower to the Purchaser of an appropriately completed requisition form as shall be acceptable to the Purchaser; provided, however, that nothing herein shall obligate the Purchaser to (i) permit any requisition or withdrawal by the Borrower of any amounts so long as any Event of Default (or any event which with the passage of time or the giving of notice or both would be an Event of Default) shall have occurred, or (ii) verify the truth or accuracy of any of the information included in any such requisition.]

Any Bond proceeds and investment earnings thereon remaining unspent on the second anniversary of the Original Issue Date shall be set aside in a separate subaccount and shall be withdrawn and applied only as permitted in an opinion of bond counsel delivered by the Borrower to the Owner.

The City shall have the right to receive, upon written request to the Purchaser, a record of requisitions for advances hereunder.

Section 5.08 Make-Whole Payment Following Taxable Event.

If the City, the Owner or Borrower becomes aware of the occurrence of a Taxable Event, such party shall immediately give written notice to the other parties of such occurrence. Commencing with the first Interest Payment Date following such notice (the "Initial Taxable Interest Payment Date"), the interest payments due on the Bond shall be determined (and shall be payable) at the applicable Taxable Rate until the Bond is paid in full. In addition, there shall be due and payable on such Initial Taxable Interest Payment Date, an amount equal to (i) the interest which shall have accrued at the applicable Taxable Rate following a Taxable Event for the period from (A) the date as of which interest on the Bond became includable in gross income of the Owner for federal income tax purposes, to (B) the Interest Payment Date immediately preceding the Initial Taxable Interest Payment Date, less (ii) the interest previously paid on the Bond for such period.

ARTICLE VI
REDEMPTION OF BOND BEFORE MATURITY

Section 6.01 Redemption of the Bond.

(a) Redemption at Borrower's Option. The Bond shall be subject to optional redemption, at the written direction of the Borrower, in whole or in part at any time (but if in part in the principal amount of \$10,000 or an integral multiple of \$1,000 in excess thereof), at a price equal to 100% of the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, plus a redemption premium equal to the applicable Prepayment Fee. In the case of an optional redemption of the Bond in part the principal amount so redeemed shall be applied to reduce the mandatory scheduled principal redemptions required to be made on the **[Scheduled Redemption Dates]** in the inverse order of the maturity thereof. The Bond is not subject to redemption at the option of the Borrower except as provided in this Section 6.01(a).

(b) Redemption at Owner's Option. The Bond shall be subject to redemption in whole (but not in part), at the option and upon the written direction of the Owner, on each Reset Date at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date of redemption.

(c) **[Mandatory Scheduled Redemption. The Bond shall be redeemed in part from time to time by the City, at a redemption price equal to 100% of the principal amount thereof, and without premium, in the respective principal amounts and on the respective Scheduled Redemption Dates as described in Exhibit B attached hereto.]**

(d) Notice of Redemption Given by Borrower. Borrower shall provide the Owner with notice of the date of any redemption pursuant to paragraph (a) above by first class mail, postage prepaid, sent at least ninety (90) days (or such lesser period as the Owner shall approve, in its sole discretion) before such redemption date to the Owner at the registered address of the Owner appearing on the registration books maintained pursuant to this Agreement as of the close of business on the Business Day prior to such mailing. Notice of such redemption having been given and payment of the redemption price having been made to the Owner as provided herein and in the Bond, the Bond or the portion thereof so called for redemption shall become due and payable on the redemption date and interest shall cease to accrue thereon from and after the redemption date.

(e) Notice of Redemption Given By Owner. Owner shall provide the Borrower with notice of any required redemption on a Reset Date pursuant to paragraph (b) above by first class mail, postage prepaid, sent at least forty-five (45) days before such redemption date (or such lesser period as the Borrower shall approve, in its sole discretion) to the Borrower at the address for notices specified pursuant to Section 14.03 of this Agreement. Notice of such redemption having been given and payment of the redemption price having been made to the Owner as provided herein and in the Bond, the Bond shall become due and payable on the redemption date and interest shall cease to accrue thereon from and after the redemption date.

(f) Payment of Redemption Price. In the event of a redemption of the Bond in whole, the redemption price shall be paid on the applicable redemption date to the Owner only upon surrender of the Bond at the principal office of the Borrower or such other place as the Borrower shall designate. In the event of a partial optional [**or mandatory scheduled redemption**], payment shall be made by wire transfer of immediately available funds (or other means acceptable to the Owner) as specified by the Owner in writing to the Borrower, without presentation and surrender of the Bond.

ARTICLE VII
ISSUE OF BOND

Section 7.01 Sale and Purchase of the Bond; Loan of Proceeds; Application of Proceeds.

In order to provide funds for the payment of the costs of financing a portion of the Project, the City agrees to issue the Bond, concurrently with the execution and delivery hereof, and to sell the Bond to the Purchaser. The Purchaser shall purchase the Bond at a purchase price of 100% of the principal amount thereof (the "Purchase Price") in accordance with the terms and conditions hereof. The proceeds of the Bond are hereby loaned to the Borrower to be applied in accordance with Section 5.07 hereof.

Section 7.02 Delivery of the Bond.

The City will issue and deliver the Bond to the Purchaser upon payment of the Purchase Price therefor as provided in Section 5.07 hereof and the execution and delivery to the Purchaser of the following documents and/or items in each case, satisfactory to Purchaser:

- (a) Copies of the proceedings of the City relating to the issuance of the Bond duly certified by the Clerk of the City;
- (b) (i) A copy of the resolutions of the Board of Directors of the Borrower, certified by the Secretary or Assistant Secretary thereof, authorizing and approving the execution and delivery of this Agreement and all other documents delivered pursuant to this Agreement; and (ii) such other corporate documents and records as the Purchaser may reasonably request;
- (c) Original executed counterparts of this Agreement, the Mortgage and the Tax Agreement and other appropriate documents reasonably required by the Purchaser;
- (d) Opinions in form and substance satisfactory to the City and the Purchaser dated as of the date of the closing of (i) counsel for the City, (ii) bond counsel and (iii) counsel for the Borrower;
- (e) Evidence satisfactory to the Purchaser of the filing (or delivery to the Purchaser for filing) of all UCC financing statements required to perfect the liens and security interests in personal property created under the Mortgage and the assignment by the City to the Purchaser of its rights hereunder in accordance with Section 9.05 hereof;
- (f) A loan policy of title insurance (or binding commitment therefor or endorsement to an existing policy) issued by a title insurance company acceptable to the Purchaser, insuring that the lien of the Mortgage on the real property described therein will be a valid, first priority lien in favor of the Purchaser (subject only to Permitted Encumbrances);
- (g) Evidence satisfactory to Purchaser of hazard and general liability insurance coverage, including a standard loss payee clause in favor of the Purchaser with respect to the Collateral, as required by the Mortgage;

(h) Such other customary closing certificates and documents as may reasonably be required by the Purchaser or by bond counsel.

ARTICLE VIII
LOAN PAYMENTS AND ADDITIONAL SUMS

Section 8.01 Loan Payments.

The Borrower shall pay to the Owner, on behalf of the City, the following sums as Loan payments hereunder at the following times, in immediately available funds:

(i) on each Interest Payment Date during the term of this Agreement, an amount which is sufficient to pay the interest then due on the Bond. The amount of interest due shall be determined by the Owner and communicated in such manner as the Owner and the Borrower shall mutually agree;

(ii) on the maturity date of the Bond, the principal amount thereof then maturing; and

(iii) on the Scheduled Redemption Dates and other redemption dates established for the Bond to be redeemed pursuant to Section 6.01 hereof (if any), an amount equal to the redemption price due on such date (including any applicable Prepayment Fee).

(b) In any event, the sum of the Loan payments payable under this Section 8.01 shall be sufficient to pay the total amount due with respect to such principal and redemption price of and interest (including but not limited to interest and late charges payable pursuant to the Bond on any overdue amount) on the Bond, as and when due, and the Borrower shall forthwith pay any deficiency to the Owner. If at any time the Bond has been fully paid and discharged within the meaning of the terms hereof, the Borrower shall not be obligated to make any further payments under this Section.

Section 8.02 Payment of Fees and Expenses.

(a) The Borrower shall pay to, or upon the order of, the City, upon request of the City, such amounts required to pay or reimburse the City for its reasonable administrative expenses incurred from time to time in connection with the making by the City of the Loan of the proceeds of the Bond and all other services or actions of the City in connection with this Agreement.

(b) The Borrower will (1) reimburse the Purchaser on demand for all out-of-pocket costs and expenses of the Purchaser in connection with the preparation, execution, issuance, delivery and amendment of this Agreement, the Bond, the Mortgage and the other instruments and documents to be delivered hereunder (including the fees and out-of-pocket expenses of counsel with respect thereto) and (2) reimburse the Owner on demand for the costs and expenses, if any, of the Owner in connection with the enforcement of the Bond and the Financing Documents (including the fees and out-of-pocket expenses of legal counsel with respect thereto).

Section 8.03 No Abatement or Setoff.

The Borrower shall pay all Loan payments and all additional sums required hereunder and under the other Financing Documents without suspension or abatement of any nature, notwithstanding that all or any part of the Project shall have been wholly or partially destroyed, damaged or injured and shall not have been repaired, replaced or rebuilt. So long as the Bond remains Outstanding, the obligation of the Borrower to pay all sums due from the Borrower hereunder shall be absolute and unconditional for which the Borrower pledges its full faith and credit and shall not be suspended, abated, reduced, abrogated, waived, diminished or otherwise modified in any manner or to any extent whatsoever, regardless of any rights of setoff, recoupment or counterclaim that the Borrower might otherwise have against the City, the Owner or any other party or parties and regardless of any contingency, act of God, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place after the date hereof, including but without limiting the generality of the foregoing:

(a) any damage to or destruction of any part or all of the Borrower's facilities, including the Project;

(b) the taking or damaging of any part or all of the Borrower's facilities, by any public authority or agency in the exercise of the power of or in the nature of eminent domain or by way of a conveyance in lieu of such exercise or otherwise;

(c) any assignment, novation, merger, consolidation, or transfer of assets, whether with or without the approval of the City;

(d) any failure of the City to perform or observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agreement and the Bond;

(e) any act or circumstances that may constitute an eviction or constructive eviction;

(f) failure of consideration, failure of title or commercial frustration; or

(g) any change in the tax laws or other laws of the United States or of any state or other governmental body.

Section 8.04 Non-presentment of the Bond.

If the Bond is not presented for payment when due, either at maturity or upon redemption in whole pursuant to Section 6.01 hereof, and moneys sufficient to pay the Bond have been paid to the Owner, all liability of the City and the Borrower to the Owner thereof for the payment of the Bond shall forthwith cease, determine and be completely discharged except as to those obligations which expressly survive payment of the Bond in full.

Section 8.05 Discharge.

Except as expressly provided in this Agreement to the contrary, this Agreement and the estate and rights granted by them cease, determine and are void if

(a) the City and the Borrower have performed all of their obligations under this Agreement and the other Financing Documents,

(b) all fees and expenses of the City payable by the Borrower pursuant to this Agreement have been paid or arrangements satisfactory to the City for their payment have been made,

(c) provision for the payment of the Outstanding Bond has been made in one or more of the following ways:

(1) by paying or causing to be paid, when due, the principal of, premium, if any, and interest on the Outstanding Bond,

(2) by depositing with the Purchaser or other financial institution reasonably acceptable to the Owner (the "Defeasance Agent"), in trust, at or before the maturity date of the Bond, cash in an amount sufficient to pay or redeem (when redeemable) the Outstanding Bond including unpaid interest which has accrued on the Bond and will accrue through the final payment or redemption of the Bond and any applicable Prepayment Fee,

(3) by depositing with a Defeasance Agent, in trust, cash and/or Government Obligations which mature in an amount which will, together with the income or increment to accrue on them but without reinvestment, be sufficient to pay or redeem (when redeemable) the Bond at or before the maturity date thereof, including interest which has accrued on the Bond and will accrue through the final payment or redemption of the Bond and any applicable Prepayment Fee,

(d) a notice of redemption in accordance with Article VI hereof has been given if the Bond is to be redeemed before its maturity,

(e) if the payment of the Bond has been provided for under subsection (c)(2) or (c)(3) of this Section, (i) the Defeasance Agent and the Owner have been furnished with an opinion of bond counsel to the effect that the actions taken under this Section 8.05 will not adversely affect the validity of the Bond or cause a Taxable Event to occur and will not cause the Bond to be treated as an arbitrage bond under the Code and (ii) the Defeasance Agent has given notice to the Owner of the Bond of the actions taken under subsection (c) of this Section, and

(f) if the payment of the Bond has been provided for under subsection (c)(3), if requested by the Owner, an opinion from an independent accountant or financial consultant to the effect that the funds available or to be available in the trust for the payment of the Bond will be sufficient to pay the principal of, applicable Prepayment Fee, if any, and interest on the Bond.

On the occurrence of the events described in subsections (a) through (f) above, the Owner is authorized and directed to

(g) execute and deliver all appropriate instruments evidencing and acknowledging the release of the Owner's rights, security interest, liens and interests in all assets and property of the Borrower securing the Borrower's obligations under this Agreement, and releasing the City from any and all further obligations under this Agreement.

Notwithstanding any other provision of this Agreement which may be contrary to the provisions of this Section 8.05, all money and Government Obligations which are set aside and held in trust pursuant to the provisions of this Section 8.05 for the payment of the principal of, applicable Prepayment Fee, if any, and interest on the Bond will be applied to and used solely for the payment of the principal of, applicable Prepayment Fee, if any, and interest on the particular Bond with respect to which it was so set aside in trust. The income derived from Government Obligations held by the Defeasance Agent under this Section 8.05 which are not needed for the payment of the principal of, premium, if any, or interest on the Bond is to be disposed of in a manner which, in the opinion of bond counsel, will not adversely affect the validity of the Bond or cause a Taxable Event to occur.

ARTICLE IX
COVENANTS AND AGREEMENTS OF CITY

Section 9.01 Payment of the Bond.

The City covenants that it will promptly pay, or cause to be paid, the principal and redemption price of and interest on the Bond at the places, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof, but only from the amounts payable by the Borrower under this Agreement (including amounts realized from the Collateral, if necessary). *It is hereby acknowledged and agreed that the Bond is a special limited revenue obligation of the City payable as above provided, and shall not constitute a general or moral obligation or a pledge of the faith or credit of the City or the State or any taxing power of the City or the State. The Bond shall not in any event be payable out of any funds or properties other than those of the City pledged thereto pursuant to the terms hereof and the other Financing Documents and proceeds derived by recourse to the Collateral.*

Section 9.02 Performance of Covenants.

The City covenants that it will faithfully perform at all times all covenants, undertakings, stipulations and provisions contained in this Agreement, in the Bond and in all proceedings of the City pertaining thereto.

Section 9.03 Priority of Pledge.

The pledge and assignment herein made of certain payments made by the Borrower hereunder and the Assigned Interests shall at no time be impaired by the City and such payments and the Assigned Interests shall not otherwise be pledged, and no Person shall have any rights with respect thereto except as provided herein.

Section 9.04 Rights Under Agreement.

The City and the Borrower agree that the Owner may, in its own name or to the extent permitted by law in the name of the City, enforce all rights of the City and all obligations of the Borrower under and pursuant to this Agreement (except the Reserved Rights of the City, and the obligations of the Borrower related thereto, that are not assigned for the benefit of the Owner as specified in Section 9.05 hereof) for and on behalf of the Owner, whether or not the City is in default hereunder. Borrower waives any and all claims, objections or defenses based on the Owner asserting or enforcing any rights hereunder in the name of the City or in the Owner's own name or otherwise, or based on any need to join the City in any proceedings involving Borrower, the Collateral or the Assigned Interests.

Section 9.05 Assignment to Owner; Security Agreement.

(a) As security for the performance of the City's obligations hereunder and with respect to the Bond, the City hereby pledges, assigns and conveys to the Owner, and grants to the Owner a security interest in, all right, title and interest of the City in and to this Agreement and the Collateral, and all sums payable in respect of the indebtedness of the Borrower evidenced hereby, other than the Reserved Rights of the City. The City irrevocably directs that all

payments by the Borrower hereunder (except for payments to the City pursuant to Sections 8.02 or 14.06 hereof) be paid directly to the Owner. If, notwithstanding these arrangements, the City shall receive any such payments, the City shall immediately pay over the same to the Owner in original form and pending such payment hold the same as possessory agent for the Owner.

(b) The Borrower consents to such assignment and, except as otherwise provided in paragraph (a) above, agrees to pay all amounts payable hereunder directly to the Owner.

(c) The City agrees and covenants not to further encumber, assign, transfer, mortgage, grant a security interest in, pledge or otherwise transfer or dispose to any third party except Purchaser any of its right, title and/or interest under this Agreement or any other agreements executed by the Borrower or a third party in favor of the City regarding the Financing Documents (collectively "Assigned Interests"), and such Assigned Interests (excluding the Reserved Rights) are unconditionally and irrevocably assigned by the City to the Purchaser free and clear of all claims and interest. Except as to the Reserved Rights, the City agrees and covenants to take all actions reasonably requested by Purchaser for Purchaser to enjoy, receive and/or be able to enforce the Assigned Interests at no additional costs to Purchaser, and to take no action which shall cause Purchaser not to enjoy, receive and enforce the Assigned Rights. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby appoints Purchaser as its attorney-in-fact (coupled with an interest) to undertake and exercise all of the City's rights, title, interests, power and remedies with respect to the Assigned Interests (excluding the Reserved Rights) without further notice or consent.

Section 9.06 Instruments of Further Assurance.

The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such agreements supplemental hereto and such further acts, instruments and documents as the Owner may reasonably require for the better assuring, transferring, conveying, pledging and assigning to the Owner the rights assigned hereby for the payment of the principal or redemption price of and interest on the Bond.

Section 9.07 Continued Existence, etc.

The City agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence so long as the Bond remains Outstanding and to carry out the terms of this Agreement.

Section 9.08 Arbitrage Bond Covenant.

The City hereby covenants to abide by the representations and agreements made by the City in the Tax Agreement, the terms and provisions of which are herein incorporated by reference. Without limiting the foregoing, the City covenants that it will take no action to cause any investment or other use of the proceeds of the Bond which would cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code or any proposed, temporary or final regulations issued thereunder.

Neither the Borrower nor any “related person”, as defined in Section 147 of the Code, shall be required, formally or informally, to purchase the Bond or any other obligation of the City in an amount related to the amount of the Borrower’s obligation hereunder.

Section 9.09 Enforcement of Duties and Obligations of the Borrower.

The City may, and at the written direction of the Owner shall, take any legally available action to cause the Borrower to fully perform all duties and acts and fully comply with the covenants of the Borrower imposed by this Agreement and the Financing Documents in the manner and at the times provided therein. So long as no Event of Default hereunder shall have occurred and be continuing, the City may exercise all of its Reserved Rights under this Agreement, but the City shall not, without the consent of the Purchaser, amend any of the same so as to diminish the amounts payable thereunder or otherwise so as to adversely affect the City’s or the Borrower’s ability to perform its covenants under this Agreement.

Section 9.10 Inspection of Books.

The City covenants and agrees that all books and documents in its possession relating to the Project and the Bond shall at all reasonable times be open to inspection by such accountants or other agents as the Owner or the Borrower may from time to time designate.

Section 9.11 Filing and Recording.

The City, as directed by and at the expense of the Owner, shall cause all documents, statements, memoranda or other instruments to be registered, filed or recorded in such manner and at such places as may be required by law fully to protect the security of the Owner and the right, title and interest of the Owner in and to any moneys or securities held hereunder or any part thereof or in any other Collateral (including any refilings, continuation statements or such other documents as may be required). The City and Borrower authorize the filing by Purchaser of such UCC financing statements as may be necessary or desirable to perfect the security interests created by Section 9.05 hereof and the other Financing Documents.

ARTICLE X
COVENANTS OF THE BORROWER

Section 10.01 Maintenance and Operation of Project.

The Borrower shall acquire ownership of the Project on the Original Issue Date and shall thereafter cause the Project to be operated and maintained in good condition, subject to ordinary wear and tear. This covenant shall not require the Borrower to operate any portion of the Project after it is no longer economic to do so.

No funds of the City, other than the proceeds of the sale of the Bond, shall be available to pay any of the costs in respect to the acquisition or operation of the Project. To the extent amounts up to the principal amount of the Bond advanced by the Purchaser are insufficient to complete the acquisition of the Project by the Borrower, the Borrower shall use its own funds to accomplish the same, and in such event the Borrower will not be entitled to any reimbursement from the City or the Owner, nor will they be entitled to any diminution in or postponement of its payments hereunder. The Borrower hereby covenants that in the acquisition, equipping, maintenance, improvement and operation of the Project, the Borrower shall at all times comply in all material respects with all applicable building, zoning and land use, environmental protection, sanitary and safety and other laws, rules and regulations and shall not permit a nuisance thereon; but it shall not be a breach of this Section if the Borrower fails to comply with such laws, rules and regulations during any period in which the Borrower shall in good faith be diligently contesting the validity thereof but only so long as such contest does not adversely affect the Collateral or Borrower's ability to meet its obligations hereunder.

Section 10.02 [Intentionally Omitted.]

Section 10.03 Bond Not to Become Taxable.

The Borrower hereby covenants to the City and to the Owner that, notwithstanding any other provision of this Agreement or any other instrument, it will not make any investment or other use of the proceeds of the Bond which, if such investment or use had been reasonably expected on the date of issue of the Bond, would cause the Bond to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder; that it will comply with the requirements of such Section 148 and regulations throughout the term of the Bond; and that it will not take or omit to take any action over which it has control, which action or omission, as the case may be, would impair the exclusion from gross income for federal income tax purposes of the interest on the Bond. The terms and provisions of the Tax Agreement are hereby incorporated by reference.

Without limiting the generality of the foregoing, to the extent required by law, the Borrower shall take or cause to be taken the following actions on behalf of the City to provide for payment to the U.S. Treasury pursuant to Section 148(f) of the Code and any proposed, temporary or final regulations promulgated thereunder:

(a) *An agent employed by the Borrower (and acceptable to the Owner) shall make a determination, on the fifth, tenth and fifteenth anniversaries of the date of original issuance of the Bond and upon the final payment of the Bond, of the amount, if any, required to*

be paid to the United States Treasury, and the Borrower shall provide any such agent with information regarding the Bond and the application, disbursement and investment of Bond proceeds reasonably requested by such agent for purposes of making such determinations.

(b) An amount equal to the amount to be paid shall be paid by the Borrower to the U.S. Treasury on the dates and in the manner required by law, as indicated by an opinion of bond counsel.

(c) The Borrower shall take any additional action required to be taken pursuant to the Tax Agreement.

(d) The Borrower shall keep records of the determinations made under clause (a) of this Section 10.03, on behalf of the City, until six years after the final payment on the Bond.

Section 10.04 Deficiencies in Revenues.

If for any reason amounts paid by the Borrower hereunder would not be sufficient to make payments of principal of and interest and Prepayment Fee, if any, on the Bond when and as the same shall become due and payable at maturity or otherwise, the Borrower will pay promptly the amounts required from time to time to make up any such deficiency without any further demand or notice from any party.

Section 10.05 Books and Records; Financial Statements and Other Information.

The Borrower covenants that it shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and financial affairs of the Borrower, in accordance with generally accepted accounting principles, consistently applied. The City and the Owner and their duly authorized agents shall have the right at all reasonable times and upon reasonable written notice to the Borrower to examine and make copies of the books and records of the Borrower relating to the Project. The Borrower shall furnish to the Owner, and to any financial institution to which Owner has sold a participation in the Bond upon receipt of notice thereof from the Owner, the following:

(a) As soon as available and in any event within 120 days after the last day of each fiscal year of the Borrower, commencing with the fiscal year ended _____, 2006, a copy of the audit report for such year and accompanying financial statements of the Borrower, as prepared by independent public accountants of recognized standing selected by the Borrower and satisfactory to the Owner, which audit report shall be accompanied by (i) an unqualified opinion of such accountants in form satisfactory to the Owner, to the effect that the same fairly presents the financial condition of the Borrower and the results of its operations as of the relevant dates thereof, together with copies of any management letters issued by such accountants in connection with such audit, (ii) a letter of the chief executive officer or the chief financial officer of the Borrower to the effect that (A) to the best of his or her knowledge, no event has occurred which constitutes or would, with the passage of time or the giving of notice or both, constitute an Event of Default hereunder, or otherwise describing any such event known to such officer, and (B) as

shown by calculations set forth in the letter or an attachment, the Borrower complies with the financial covenants referenced or set forth in Sections 10.14 and 10.15 hereof;

(b) within ___ days after the end of each calendar month (i) a copy of internally prepared, unaudited financial statements of the Borrower for such month and for the fiscal year to date, including a balance sheet and income statement, and (ii) a letter of the chief financial officer of the Borrower to the effect that, in the opinion of such officer (A) such unaudited financial statements have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with the Borrower's annual audited financial statements and reflect all eliminations and adjustments (consisting only of normal recurring adjustments, except as noted in such letter) necessary for a fair presentation of the financial position of the Borrower and its results of operation for such month and the year to date, and (B) no event has occurred which constitutes or would, with the passage of time or the giving of notice or both, constitute an Event of Default hereunder, or otherwise describing any such event known to such officer;

(c) as soon as practicable, but in any event within ten (10) days after the Borrower becomes aware of such occurrence, notice of any material adverse change in the business or financial condition of the Borrower;

(d) as soon as practicable, but in any event within ten (10) days of such occurrence, notice of the institution of, or of any material adverse development with respect to, any suit or proceeding against the Borrower in which the amount of damages which is sought, or which in the Borrower's reasonable opinion may be at controversy, shall exceed \$50,000 if uninsured or \$100,000 if insured;

(e) as soon as possible, but in any event within ten (10) days after the occurrence, notice of the occurrence of any Event of Default or Taxable Event or of any act, omission, thing or condition which upon the giving of notice or lapse of time, or both, would or might constitute an Event of Default or Taxable Event, which notice shall describe the Event of Default or Taxable Event or other act, omission, thing or condition in question and shall set forth in detail what action the Borrower proposes to take with respect thereto; and

(f) upon request of the Owner and within a reasonable time thereafter, such other information concerning the Borrower and its operations, financial condition, business and the Project and other property of the Borrower as the Owner may request; and

(g) prior to the beginning of each fiscal year of the Borrower, a budget for such fiscal year for the Borrower in form and detail acceptable to the Owner.

The City shall have the right to receive the statements referred to in this Section upon its written request to the Borrower.

Section 10.06 Maintenance of Deposit Accounts.

The Borrower shall establish and maintain the following separate and distinct deposit accounts with the Owner and shall deposit funds therein as hereinafter provided:

(a) Borrower's primary operating account(s);

(b) An account into which Borrower shall promptly deposit all monetary donations, fund raising campaign contributions and proceeds of all pledges to Borrower (the "Contributions Account"); moneys so deposited and interest or other investment earnings thereon shall be retained in such account until expended by Borrower for its _____, which expenditures shall be made only with prior written approval of the Owner;

(c) A maintenance reserve account (the "Maintenance Reserve Account"), to be funded initially in the amount of \$_____, which moneys may be withdrawn by Borrower from time to time, with the written approval of the Owner, to pay or reimburse Borrower for necessary maintenance and repair expenses in respect to the Project; provided that Borrower shall replenish to the Maintenance Reserve Account each amount so withdrawn therefrom within _____ months after the date of such withdrawal.

Section 10.07 Corporate Existence; Mergers.

The Borrower covenants that it will preserve and maintain its corporate existence and shall not sell, assign, transfer or otherwise dispose of the Project or all or any substantial part of its assets, or merge with or into or consolidate with or into any other corporation or entity, without the prior written consent of the Owner. The Borrower shall also in all events comply with the provisions of Section 10.13 hereof.

Section 10.08 Inspection.

The Borrower covenants that the City, by its duly authorized representatives, and the Owner of the Bond at reasonable times, and for purposes of determining compliance with this Agreement, may inspect any part of the Project.

Section 10.09 Additional Information.

The Borrower, whenever requested by the City, will provide and certify or cause to be provided and certified such information as the City may reasonably require concerning the Borrower or the Project as the City considers necessary to enable it to make any reports or supply any information required by this Agreement, law, governmental regulation or otherwise.

Section 10.10 Payment of Taxes and Impositions.

The Borrower shall pay or cause to be paid to the public officers charged with the collection thereof, promptly as the same become due, all taxes or alternative payments thereto, including but not limited to income, profits or property taxes, if any, which may now or hereafter be imposed by the United States of America, any state or municipality or any political subdivision or subdivisions thereof, and all assessments for public improvements or other assessments, levies, license fees, charges for publicly supplied water or sewer services, excises, franchises, imposts and charges, general and special, ordinary and extraordinary (including interest, penalties and all costs resulting from delayed payment of any of the foregoing) of whatever name, nature and kind and whether or not now within the contemplation of the parties,

hereto, which are now or may hereafter be levied, assessed, charged or imposed or which are or may become a lien upon the revenues of the Borrower, the Borrower's facilities, the use or occupation thereof or upon the Borrower or upon any franchises, businesses, transactions, income, earnings and receipts (gross, net or otherwise) of the City in connection with this Agreement for payment or collection of which the City otherwise would be liable or accountable under any lawful authority whatever; provided, however, that the Borrower shall not be required to pay or discharge or cause to be paid or discharged any tax, assessment, lien or other matter hereunder so long as the validity thereof is being contested by the Borrower in good faith and by appropriate legal proceedings diligently pursued and neither the Borrower's facilities nor any rent or income therefrom would be in any immediate danger of being sold, forfeited, attached or lost. The Borrower will, upon request, provide the City and the Owner with copies of any tax returns and receipts for payments of taxes.

Section 10.11 Insurance.

The Borrower shall maintain or cause to be maintained, with financially sound and reputable insurers, reasonably acceptable to the Owner, insurance with respect to its property and business, including, but not limited to, the Project, insuring against such casualties and contingencies, of such types (including public liability insurance) and in such amounts as are acceptable to Owner and as required by the Mortgage. The Owner shall be named as a mortgagee and loss payee with respect to the Collateral on casualty insurance policies in respect thereto and an additional insured on all liability insurance policies. Owner shall receive (i) evidence of insurance renewal and 30 days prior notice of cancellation of any such policy, and (ii) on an annual basis, a schedule of insurance in place.

Section 10.12 Further Assurances; Financing Statements.

The Borrower shall perform or cause to be performed any such acts, and execute and cause to be executed any and all further instruments as may be required by law or as shall reasonably be requested by the Owner for such protection of the interests of the Owner. The Borrower, if required by the Owner, will join with the City and the Owner in executing such financing statements and other documents under the Wisconsin Uniform Commercial Code or other applicable law as the City or Owner may specify and will pay the costs of filing the same in such public offices as the City or Owner shall designate, in order to preserve the security interests granted under this Agreement. The City shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The City will execute such instruments as may be necessary in connection with such filing or recording.

Section 10.13 Maintenance of Non-Profit Status.

Subject to the provisions of Section 10.14 hereof, the Borrower agrees that at all times it will maintain its existence as a non-profit corporation and that it will not take any action or suffer any action to be taken by others which will alter, change or destroy its status as a non-profit corporation or its status as an organization described in Section 501(c)(3) of the Code, and exempt from federal income taxation under Section 501(a) of the Code (or any successor sections of a subsequent federal income tax statute or code). The Borrower further covenants

that none of its income will be distributed to any member of its board of directors, or inure to the benefit of any such private person, association or corporation other than for the lawful corporate purposes of the Borrower; provided, however, that the Borrower may pay to any person, association or corporation the value of any service or product performed for or supplied to the Borrower by such person, association or corporation.

Section 10.14 Restriction on Liens.

The Borrower shall not, unless waived in writing by the Owner, create or permit to be created or allow to exist any mortgage, pledge, encumbrance or other lien upon or security interest in any property or asset now owned or hereafter acquired by the Borrower, except Permitted Encumbrances.

Section 10.15 Financial Covenants.

So long as the Bond is Outstanding, the Borrower shall, unless waived in writing by the Owner, maintain (a) a Debt Service Coverage Ratio, calculated as of the end of each fiscal quarter of each fiscal year for the portion of such fiscal year ending with such quarter, of not less than 1.20 to 1.0; and (b) a Tangible Net Worth at all times of not less than \$_____.

All determinations as to compliance with the financial covenants in this Section 10.15 shall be based upon the financial statements of the Borrower furnished under Section 10.05(a) and (b) above.

Section 10.16 Indemnification.

The Borrower agrees to indemnify and hold harmless the Indemnified Parties from any loss, claim, damage, tax, penalty or expense (including reasonable counsel fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with: (i) the adoption of the Resolution, the execution and delivery of this Agreement, the performance and observance by the Indemnified Parties of their respective obligations under this Agreement, and the acquisition, financing, operation, use, or maintenance of the Project or (ii) any act, failure to act, or misrepresentation by any person in connection with the issuance, sale, delivery of the Bond. If any action shall be brought against any Indemnified Party in respect of which indemnity may be sought under the foregoing provisions of this Section 10.16 against the Borrower, the Indemnified Party shall promptly notify the Borrower in writing, and the Borrower shall assume the defense thereof including the employment of counsel and the payment of all expenses. In any such action the Indemnified Party shall have the right to employ separate counsel, but the reasonable fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the Borrower and the Indemnified Party shall have mutually agreed to the employment of such counsel. The Borrower shall not be liable for any settlement of such action effected without its written consent, but if settled with the written consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless such Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

The Borrower shall also indemnify the Indemnified Parties for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Borrower under this Agreement or any related agreement, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Agreement or any related agreement, or (iv) taking any action considered necessary by the Indemnified Party and which is authorized by this Agreement or any related agreement.

Any provision of this Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the City retains the right to (i) enforce any applicable federal or state law or regulation or ordinance of the City and (ii) enforce any rights accorded the City by federal or state law or regulation or ordinance of the City, and nothing in this Agreement shall be construed as an express or implied waiver thereof. This indemnification is in addition to any other indemnification provided by the Borrower to the Indemnified Parties.

Section 10.17 City Fees and Expenses.

The Borrower shall pay (i) the actual out-of-pocket expenses of the City and (ii) the reasonable fees of counsel to the City relating to the authorization and issuance of the Bond, promptly upon demand therefor.

Section 10.18 Agreements for the Benefit of the City.

The Borrower represents that its present intention and expectation is to use the Project for a recreational [**ice skating and Olympic training**] facility (collectively, the “Project Enterprise”) for so long as the Bond shall be Outstanding. Notwithstanding such intention and expectation, the Borrower shall have the right to use the Project for any lawful purpose which in the opinion of Bond Counsel will not affect adversely the validity of the Bond or result in the inclusion of interest on the Bond in gross income for federal income tax purposes. As an inducement to the City to issue the Bond, the Borrower covenants to use its best efforts to cause the Project Enterprise to be conducted in the City’s jurisdiction for so long as the Bond shall be Outstanding.

The Borrower agrees, with respect to the administration and operation of the Project, that persons otherwise entitled to any right, benefit, facility or privilege shall not be denied such right, benefit, facility or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, age, handicap, sexual orientation or national origin.

The Borrower covenants that it shall, within 12 months after the Project is completed or two years after the date of the original issuance and sale of the Bond, whichever is sooner, submit to the Department of Commerce of the State of Wisconsin (on a form prescribed under Section 560.034(1) of the Wisconsin Statutes), information regarding the net number of jobs eliminated, created or maintained on the Project site and elsewhere in the State of Wisconsin as a result of the Project.

The Borrower covenants that it will not discriminate based on race, creed, sex, handicap, ethnic origin, age or marital status with regard to employment within the Project or access to any portion of the Project generally open to the public.

A breach of the covenants contained in this Section 10.18 shall not be or be deemed an “Event of Default” under this Agreement, but the City may pursue any remedy legally available to it to obtain specific performance of such covenants.

ARTICLE XI
LIMITED OBLIGATION

Section 11.01 Source of Payment of the Bond.

The Bond and all payments by the City thereunder are not general obligations of the City but are special limited obligations payable by the City solely from the revenues and receipts derived by the City pursuant to this Agreement and from proceeds of the Collateral. The Bond and the interest thereon shall not be deemed to constitute a general obligation or a pledge of the faith and credit or the taxing power of the City, the State or any political subdivision thereof. Any liability of any kind whatsoever incurred by the City under or by reason of this Agreement shall be payable solely from the proceeds of the Bond and from revenues to be received by the City under the provisions of this Agreement and from proceeds of the Collateral, and not from any other fund or source.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default.

Each of the following shall be an “Event of Default” under this Agreement:

(a) Failure to pay any of the principal of, or interest on, or any other amount due under the Bond when due, whether at maturity or on a redemption date or Interest Payment Date; or

(b) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City or the Borrower contained in this Agreement or any other Financing Document, including, without limitation, the failure of the Borrower to observe the covenants contained in Section 14.06 hereunder; provided, however, that if such failure shall be curable, no such failure shall constitute an Event of Default hereunder unless and until the Borrower shall have become aware of such failure (or should have become so aware with the exercise of reasonable diligence) and shall not have cured such failure within thirty (30) days thereafter; or

(c) The Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking position by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(d) An involuntary case or other proceeding shall be commenced against the Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Borrower under the Federal bankruptcy laws as now or hereafter in effect; or

(e) If (i) the Borrower shall fail to pay any amount due in connection with any obligation in an aggregate principal amount in excess of \$50,000 for the payment of borrowed money or the installment purchase price of property or on account of a lease of property (a “Credit Obligation”) owing by it, or any interest or premium thereon, when due (after taking into account applicable periods of grace and notice), or (ii) the Borrower shall fail to perform any term, covenant or agreement on its part to be performed under any agreement or instrument evidencing or securing or relating to any such Credit Obligation when required to be performed, if as a result of such failure, the maturity of such Credit Obligation is accelerated, or (iii) the Borrower shall fail to perform or shall otherwise be in default under any financial covenant under any instrument or agreement evidencing or securing or relating to any such Credit

Obligation if the effect of such failure or default is to permit the holder or holders of such Credit Obligation to accelerate the maturity of such Credit Obligation. Notwithstanding the foregoing, a failure or default described in clause (iii) of this subsection shall not constitute an Event of Default hereunder if, within thirty (30) days of the date the Borrower becomes aware (or with the exercise of reasonable diligence should have become aware) of such failure or default, the Borrower obtains a waiver of the holder or holders of such Credit Obligation irrevocably terminating the right of such holder or holders to accelerate the maturity of such Credit Obligation as a result of such failure or default, which waiver has been obtained without material alteration of the terms and conditions of such Credit Obligation, including, without limitation, unscheduled repayment of a substantial portion of such Credit Obligation, any increase in the interest rate thereon, the delivery of additional security, and without the payment of financial consideration other than a reasonable charge for administrative expenses; or

(f) Any representation or warranty by or on behalf of the Borrower made herein or in any report, certificate, financial statement or other instrument furnished in connection with the Financing Documents, shall prove to be false or misleading in any material respect when made; or

(g) The occurrence of any default or failure of Borrower to perform its obligations under the Mortgage, after taking into account applicable grace and cure periods; or

(h) Borrower shall fail to pay any of the principal of, or interest on, any other indebtedness owing by Borrower to Purchaser when due (including, without limitation, indebtedness incurred pursuant to the Direct Loan Documents).

Section 12.02 Acceleration.

If any Event of Default under clause (c) or (d) of Section 12.01 occurs, then the principal of the Bond then Outstanding, together with interest accrued thereon and any applicable Prepayment Fee, shall become due and payable immediately without notice or demand. Upon the occurrence of any Event of Default under Section 12.01 other than an Event of Default under clause (c) or (d), the Owner may, by notice in writing delivered to the City and the Borrower, declare the principal of the Bond and the interest accrued thereon to the date of such acceleration and any applicable Prepayment Fee, immediately due and payable, and the same shall thereupon become and be immediately due and payable. Upon any acceleration of the Bond under this Section 12.02, all amounts payable under Section 8.01 hereof shall be immediately due and payable.

Section 12.03 Legal Proceedings by Owner.

Upon the occurrence of any Event of Default under Section 12.01 hereof, the Owner may:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all of its rights as Owner of the Bond, and require the Borrower to carry out any other agreements with or for the benefit of the Owner of the Bond;

(b) bring suit upon the Bond; or

(c) by action or suit in law or equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owner of the Bond;

(d) take or cause to be taken any action available under applicable law as the beneficiary of the liens and security interests and other rights created under the Mortgage;

(e) Exercise any and all rights and remedies available to Owner under the Financing Documents or otherwise available at law or in equity.

No remedy conferred upon or reserved to the Owner is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Owner hereunder or now or hereafter existing at law, in equity or by statute. Nothing herein contained shall affect or impair the right of action, which is absolute and unconditional, of the Owner of the Bond to institute suits to enforce payment thereof.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder shall extend to or shall affect any other existing or subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 12.04 Application of Moneys.

All moneys received by the Owner of the Bond upon the exercise of any remedies provided in Section 12.03 hereof shall be applied first to the payment of all expenses of the City and/or the Owner in connection with the exercise of such remedies (including reasonable attorneys fees), and then to the principal, premium (including any Prepayment Fee), if any, and interest then due and unpaid upon the Bond (together with interest on overdue installments of principal and, to the extent permitted by law, on any overdue interest, at the rate per annum specified in the Bond for such overdue installments) and then to all other amounts due and owing to Owner under the Financing Documents.

Section 12.05 Termination of Proceedings.

In case the Owner shall have proceeded to enforce any right under this Agreement, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Owner and the Borrower shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Owner shall continue as if no such proceedings had been taken.

Section 12.06 Waivers of Events of Default; Rescission of Declaration of Maturity.

The Owner may waive any Event of Default under this Agreement and its consequences, or rescind any declaration of maturity of principal of the Bond upon written notice

to the Borrower. In case of any such waiver or rescission, then and in every such case the City, the Borrower and the Owner, respectively, shall be restored to their former positions and rights under this Agreement, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Agreement shall be in writing, and a copy of each waiver affecting the Bond shall be delivered to the City and the Borrower.

The failure of the Owner to deliver a copy of each such waiver to the City shall not subject the Owner to pecuniary liability, however.

Section 12.07 Additional Remedies.

In addition to the above remedies, if the Borrower commits a breach, or threatens to commit a breach of this Agreement, or of any other document executed in connection herewith, the City shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause immediate and irreparable injury to the City and that money damages will not provide an adequate remedy therefor.

Section 12.08 Special Provisions For the Benefit of Wisconsin State Fair Park Board.

Any provision of this Agreement or the Mortgage to the contrary notwithstanding, the Owner agrees (i) to give written notice to the State Fair Park Board of Owner's intent to commence foreclosure proceedings in respect to the Collateral at least ___ days prior to commencement of such proceedings, (ii) if the State Fair Park Board pays to Owner for the account of Borrower (A) within ___ days after such notice is given by Owner, any and all delinquent payments of principal, interest, fees or other charges then due and owing by Borrower pursuant to this Agreement and the Direct Loan Documents and (B) all principal, interest and other Loan payments which thereafter become due from Borrower under this Agreement and the Direct Loan Documents when due, then Owner shall not commence such foreclosure proceedings prior to the ____ day following the giving of such notice to the State Fair Park Board; provided that, in the event the State Fair Park Board shall fail to make any payment required pursuant to this Section 12.08 as and when due, this Section 12.08 shall immediately terminate and Owner may thereafter pursue a foreclosure or any other remedy available to it under this Agreement and the Mortgage without further notice to the State Fair Park Board.

ARTICLE XIII
AMENDMENTS TO FINANCING DOCUMENTS

Section 13.01 Amendments to Agreement.

This Agreement may be amended only by the written agreement of the City, the Borrower and the Owner; provided that, at the request and with the consent of the Borrower, the Owner may, in its discretion and without the consent or agreement of the City, waive or amend any covenant set forth in Section 10.05, 10.06, 10.07, 10.14 or 10.15 hereof. **[Any other sections?]**

Section 13.02 Amendments to Mortgage.

The Mortgage may be amended only by written agreement of the Borrower and the Owner.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Limitation of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement, or the Bond, is intended or shall be construed to give to any Person, other than the City, the Borrower and the Owner of the Bond, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions herein contained; this Agreement and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower and the Owner of the Bond as herein provided.

Section 14.02 Severability.

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any Constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 14.03 Notices.

All notices and directions to any party to this Agreement or the State Fair Park Board pursuant hereto shall be in writing, and, except as otherwise provided, shall be deemed to be sufficiently given if sent (unless the party to whom it is sent can demonstrate nonreceipt) by registered or certified mail, by telecopy, by overnight national courier service with charges prepaid, or by delivery during business hours to the parties, at the following addresses:

Borrower

Pettit National Ice Center, Inc.
500 South 84th Street
Milwaukee, WI 53214
Attention: President

City

City of Milwaukee
City Hall
200 East Wells Street
Milwaukee, WI 53202
Attention: City Clerk

Purchaser:
TCF National Bank
500 West Brown Deer Road
Milwaukee, WI 53217
Attention: Mark Pietrowiak, Vice President

State Fair Park Board

Attention: _____

or to such other address as the addressee shall have indicated by prior notice to the one giving the notice or direction in question. Any notice required to be sent to the Owner of the Bond shall be sent to such Owner at the address as shown on the registration books maintained by the Company with respect to the Bond.

Section 14.04 Acts of Owner of the Bond.

Any action to be taken by the Owner of the Bond may be evidenced by a written instrument signed or executed by the Owner in person or by an agent appointed in writing. The fact and date of the execution by any Person of any such instrument may be proved by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of the Bond shall bind any future Owner of the Bond.

Section 14.05 Exculpation of City.

In the exercise of the power of the City and its members, officers, employees and agents hereunder, including (without limiting the foregoing) the application of moneys and any action taken by it upon the occurrence of an Event of Default by the Borrower, neither the City nor its members, officers, employees, or agents shall be accountable to the Borrower or the Owner for any action taken or omitted by it or its members, officers, employees and agents in good faith unless in express violation of the provisions of this Agreement. The City and its members, officers, employees, or agents shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel (who may also be counsel for the Borrower or the Owner) and may (but need not) require further evidence of any fact or matter before taking any action.

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement, the Bond or any agreement, instrument or certificate entered into or delivered by the City in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any member, officer, employee or agent of the City in an individual capacity, and no recourse shall be had for the payment of the Bond or for any claim based thereon or under this Agreement or any agreement, instrument or certificate entered into by the City in connection therewith against any member, officer, employee or agent in an individual capacity.

Section 14.06 Indemnification Concerning the Project; Accuracy of Information Provided to Purchaser and City.

In addition to Section 10.16 hereof, the Borrower covenants and agrees, at its expense, to pay and to indemnify and save the Indemnified Parties harmless of, from and against,

any and all claims, damages, demands, expenses, liabilities, and losses of every kind, character and nature asserted by or on behalf of any Person arising out of, resulting from or in any way connected with the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing or sale of, the Project, or any part thereof, except for any claim, damage, demand, expense, liability or loss arising out of the Indemnified Parties' own gross negligence or willful misconduct.

(a) In addition to Section 10.16 hereof, the Borrower agrees to indemnify and hold harmless the Indemnified Parties against any and all losses, claims, damages or liabilities caused by any untrue or misleading statement or alleged untrue or misleading statement of a material fact contained in the information submitted to the City or the Purchaser by the Borrower with respect to the Project or the issuance and purchase of the Bond (the "Borrower Information") or caused by any omission or alleged omission of any material fact necessary to be stated in the Borrower Information in order to make such statements in the Borrower Information not misleading or incomplete. The Borrower shall not, however, indemnify the City or the Purchaser against claims based upon the bad faith, fraud or deceit of an Indemnified Party or due to an Indemnified Party's gross negligence or willful misconduct.

(b) In case any action shall be brought against the Indemnified Parties based upon any of the above and in respect to which indemnity may be sought against the Borrower, the party involved may request in writing that the Borrower assumes the defense thereof, including the employment of counsel satisfactory to such party, the payment of all reasonable costs and expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in defense thereof. The Borrower shall assume the payment of all reasonable costs and expenses with respect to the cost of such separate counsel only if there is a conflict of interest among the Indemnified Parties such that one counsel cannot represent more than one Indemnified Party. The Borrower shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

Any provision herein or elsewhere to the contrary notwithstanding, this Section 14.06 shall survive the termination of this Agreement.

The Borrower will reimburse the City for the reasonable costs and expenses (including reasonable attorneys fees and expenses) of any action taken by the City in connection with any Event of Default by the Borrower.

The indemnity obligations contained in this Section are in addition to any other liability which Borrower may otherwise have or indemnity set forth in Section 10.16 hereof.

Section 14.07 Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.08 No Personal Recourse.

No recourse shall be had for any claim based on this Agreement or the Bond against any member, officer, agent or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise. No covenant, stipulation, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, employee or agent of the City in his individual capacity, and any officer, employee or agent of the City executing the Bond shall not be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 14.09 Termination.

Upon the payment in full of the principal of and interest and applicable Prepayment Fee, if any, due on the Bond at maturity or the earlier payment of the redemption price of the Bond then Outstanding, and the payment of, or provision for, all other amounts (including expense reimbursements and indemnity payments) due hereunder to the satisfaction of the City and the Owner, this Agreement and the parties' obligations hereunder shall terminate, except for the obligations of the Borrower pursuant to Sections 5.08, 10.16 and 14.06, which shall survive the termination of this Agreement.

Section 14.10 Authorization of Agreement; Agreement to Constitute Contract.

This Agreement is entered into pursuant to the Act and the Resolution and the provisions of this Agreement shall be deemed to be and shall constitute a contract among the City, the Borrower and the Owner from time to time of the Bond.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first above written.

CITY OF MILWAUKEE, WISCONSIN

Attest: _____
Name: Ronald D. Leonhardt
Title: Clerk

By: _____
Name: Thomas Barrett
Title: Mayor

PETTIT NATIONAL ICE CENTER, INC.

By: _____
Name: Charles Henderson
Title: President

TCF NATIONAL BANK

By: _____
Name: Mark Pietrowiak
Title: Vice President

INTEREST PROVISIONS

Definitions. For purposes hereof, the following definitions shall apply.

“DEFAULT RATE” means as of any date, the Initial Interest Rate, Reset Rate or Taxable Rate, as then applicable, plus 2%.

“INITIAL INTEREST RATE” means the rate of ____% [0.76 x (2.75% + Five-Year Treasury Rate on January 2, 2007)] per annum which is payable on this Bond for the period commencing on the date of original issuance of this Bond to (but not including) the first Reset Date.

“INTEREST PAYMENT DATE” means the ____ day of each calendar month, commencing February __, 2007.

“RESET DATE” means January __, 2012, and January __, 2017.

“RESET PERIOD” means (i) the period from the first Reset Date to and including January __, 2017 and (ii) the period from the second Reset Date to final maturity of this Bond.

“RESET RATE” means, in respect to each Reset Period, the annual rate determined as the product of (i) 0.76 multiplied by (ii) the sum of (A) 2.75% plus (B) the Five-Year Treasury Rate (as defined and determined in accordance with the Agreement) applicable to such Reset Period.

“TAXABLE RATE” means (i) prior to the first Reset Date, ____% per annum, (ii) during each Reset Period, the annual rate determined as the sum of (A) 2.75% plus (B) the Five-Year Treasury Rate applicable to such Reset Period.

Interest Rate. From the Original Issue Date to but not including the first Reset Date, the unpaid principal amount of this Bond shall bear interest at the Initial Interest Rate. From and after the first Reset Date, during each Reset Period, the unpaid principal amount of this Bond shall bear interest at the applicable Reset Rate; provided, however, that from and after the occurrence of a Taxable Event (as defined in the Agreement), the unpaid principal amount of this Bond shall bear interest (from the date as of which interest on this Bond shall have become includable in the gross income of the Owner for federal income tax purposes) at the Taxable Rate; and provided further that this Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest, at the Default Rate.

Accrual and Payment of Interest. The annual interest rate for this Bond shall be computed on a 365/360 basis: that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Interest shall be payable in arrears on each Interest Payment Date, to the registered Owner hereof determined as of the Business Day preceding such Interest Payment Date (a “Record Date”). Interest on this Bond shall accrue from the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, and shall be paid in such manner as Borrower and the Owner shall agree. On the first Interest Payment Date after receipt of notice of a Taxable Event, certain additional amounts may be

payable for interest accrued on the Bond at the Taxable Rate which shall not have been previously paid, as provided in Section 5.08 of the Agreement.

GENERAL PROVISIONS

This Bond is a duly authorized issue of industrial development revenue bonds of the City limited in aggregate principal amount of \$2,250,000 designated as City of Milwaukee, Wisconsin Industrial Development Revenue Bond, Series 2006 (Pettit National Ice Center, Inc. Project) (herein called the "Bond"), issued under and pursuant to the Constitution and laws of the State of Wisconsin, including particularly Section 66.1103 Wisconsin Statutes, as amended (the "Act"), and a Financing and Bond Purchase Agreement (the "Agreement") dated as of January 1, 2007 among the City, Pettit National Ice Center, Inc., a Wisconsin nonstock, nonprofit corporation ("the Borrower") and TCF National Bank ("Purchaser") for the purpose of financing the acquisition by the Borrower of a recreational ice skating and Olympic training facility (the "Project"), in the City of Milwaukee. The City has pledged and assigned certain of its rights under the Agreement, including its right to receive loan payments from the Borrower thereunder, to the Owner of the Bond to secure the City's obligations with respect to the Bond. As security for the payment by Borrower of its obligations under the Agreement, Borrower has granted to Purchaser, as the initial Owner of this Bond and the assignee of the Authority's rights under the Agreement, a mortgage on, assignment of rents in respect to, and a security interest in the real property, fixtures and equipment comprising the Project and all other personal property of Borrower pursuant to a [**Mortgage and Security Agreement,**] dated as of January 1, 2007, from Borrower to the Purchaser.

Reference is made to the Agreement for a description, *inter alia*, of the provisions with respect to the nature and extent of the security for this Bond, and the rights, duties, obligations and immunities of the City, the Borrower, and the Owner of this Bond.

This Bond shall be issued in one denomination equal to the entire principal amount hereof. All payments of principal hereof by or on behalf of the City and all prepayments of principal by the City whether pursuant to optional or mandatory redemption shall be made directly to the Owner and shall be notated on the grid attached hereto.

This Bond is transferable, in accordance with the provisions of the Agreement, by the Owner hereof or its duly authorized attorney at the designated office of the Borrower, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form satisfactory to the Borrower, and upon payment by the Owner hereof of any taxes, fees or other governmental charges incident to such transfer. Upon any such transfer, a new fully registered Bond in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered may be deemed the Owner thereof by the City and the Borrower, and any notice to the contrary shall not be binding upon the City or the Borrower.

REDEMPTION PROVISIONS

Redemption at Borrower's Option. This Bond may be redeemed, at the option and written direction of the Borrower, in whole or in part at any time (but if in part in the principal amount of \$10,000 or an integral multiple of \$1,000 in excess thereof), at a redemption price equal to the principal amount so redeemed plus accrued interest to the date of redemption plus a redemption premium equal to the applicable Prepayment Fee (as defined in the Agreement).

Redemption at Owner's Option. This Bond shall be subject to redemption in whole, at the option and written direction of the Owner, on either Reset Date, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date of redemption.

Mandatory Scheduled Redemption. This Bond shall be redeemed in part from time to time by the City, at a redemption price equal to 100% of the principal amount thereof and without premium, in the respective principal amounts and on the Scheduled Redemption Dates as provided in Section 6.01(c) of the Agreement.

Notice of Redemption. Borrower shall provide the Owner with notice of any redemption at the option of the Borrower by first-class mail, postage prepaid, at least ninety (90) days (or such lesser period as the Owner shall approve, in its sole discretion) before such redemption date to the Owner at the registered address of the Owner appearing on the registration books maintained pursuant to Section 5.05 of the Agreement as of the close of business on the Business Day prior to such mailing. Owner shall provide the Borrower with notice of any redemption required on a Reset Date at the option of the Owner by first class mail, postage prepaid, sent at least forty-five (45) days before such redemption date (or such lesser period as the Borrower shall approve, in its sole discretion) to the Borrower at the address for notices specified pursuant to the Agreement. Notice of redemption having been so given and payment having been so made to the Owner, the Bond or portion thereof so called for redemption shall be due and payable on the redemption date and interest thereon shall cease to accrue from and after such redemption date.

Payment of Redemption Price. In the event of a redemption of this Bond in whole, the redemption price shall be paid on the applicable redemption date to the Owner only upon surrender of this Bond at the principal office of the Borrower or such other place as the Borrower shall designate. In the event of a partial optional redemption, payment shall be made by wire transfer of immediately available funds without presentation and surrender of this Bond.

MISCELLANEOUS PROVISIONS

The Agreement permits the amendment thereof and the modifications of the rights and obligations of the City and the rights of the Owner of the Bond upon the terms set forth therein. Any consent or waiver by the Owner of this Bond shall be conclusive and binding upon such Owner and upon all future Owners of this Bond and of any Bond issued upon the transfer of this Bond whether or not notation of such consent or waiver is made hereon. The Agreement

also contains provisions permitting the Owner of the Bond to waive certain past defaults under the Agreement and their consequences.

This Bond is issued under and pursuant to, and in full compliance with the Constitution and laws of the State of Wisconsin, including particularly the Act, which shall govern its construction, and by appropriate action duly taken by the City which authorizes the execution and delivery of the Agreement and this Bond.

No covenant or agreement contained in this Bond shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the City in an individual capacity. No recourse shall be had for the payment of principal, premium, if any, or interest on this Bond or any claim based thereon or on any instruments and documents executed and delivered by the City in connection with the Project, against any officer, member, agent, attorney or employee of the City past, present or future, or any successor body or their representative heirs, personal representatives, successors, as such, either directly or through the City, or any such successor body, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all of such liability being hereby released as a condition of and as a consideration for the execution and delivery of this Bond.

This Bond shall not constitute the personal obligation, either jointly or severally, of any officer, employee or agent of the City.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Agreement and issuance of this Bond do exist, have happened, exist and have been performed in due time, form and manner as required by law, that the issuance of this Bond has been duly authorized by the City and does not exceed or violate any constitutional or statutory limitation. This Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Agreement until the certificate of authentication hereon shall have been signed by the Borrower.

IN WITNESS WHEREOF, the City of Milwaukee, Wisconsin has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, and the manual impression or facsimile of its corporate seal, if any, to be affixed hereto and attested by the manual or facsimile signature of its Clerk.

_____, 2007

CITY OF MILWAUKEE, WISCONSIN

[SEAL]

ATTEST:

By: _____
Name: Ronald D. Leonhardt
Title: Clerk

By: _____
Name: Thomas Barrett
Title: Mayor

Authentication Certificate

This Bond is the Bond described in the within-mentioned Agreement, entitled to the benefits thereof.

Date of Authentication: _____

PETTIT NATIONAL ICE CENTER, INC.

By: _____

Title: _____

EXHIBIT “B”
SCHEDULED MANDATORY REDEMPTIONS

The Bond is subject to scheduled mandatory redemptions on the ____ day of each month, commencing February __, 2007 (“Scheduled Redemption Dates”) in principal amounts determined as follows:

A. To and including the first Reset Date (January __, 2012), principal redemptions shall be determined based upon equal monthly payments of principal and accrued interest using (i) a fifteen (15)-year amortization schedule for the original Bond amount and (ii) the Initial Interest Rate.

B. Commencing on February __, 2012, to and including the second Reset Date (January __, 2017), principal redemptions shall be determined based upon equal monthly payments of principal and accrued interest using (i) a ten (10)-year amortization schedule for the outstanding principal amount of the Bond on the first Reset Date (after giving effect to any redemptions made on such date) and (ii) the Reset Rate which becomes effective on such Reset Date.

C. Commencing on February __, 2017, through final maturity, principal redemptions shall be determined based upon equal monthly payments of principal and accrued interest using (i) a five (5)-year amortization schedule for the Outstanding principal amount of the Bond on the second Reset Date (after giving effect to any redemptions made on such date) and (ii) the Reset Rate which becomes effective on such Reset Date.

Each such monthly payment shall be applied first to accrued interest on, and then to redemption of principal of, the Bond.

EXHIBIT "C"
DESCRIPTION OF PROJECT AND APPLICATION OF PROCEEDS

I. DESCRIPTION OF PROJECT

The Project consists of the recreational ice skating facility, known as the Pettit National Ice Center, located at 500 South 84th Street in the City of Milwaukee, Wisconsin, including approximately 10 acres of land and the building, improvements and equipment located thereon.

II. APPLICATION OF PROCEEDS OF BOND

The Borrower estimates that the proceeds of the Bond will be applied as follows:

Acquisition of land	\$ _____
Acquisition of Building and Other Real Property Improvements	\$ _____
Acquisition of Equipment and Other Personal Property	\$ _____
Bond Issuance Costs	\$ _____
Total:	\$ 2,250,000