

LEASE PURCHASE AGREEMENT

between

**WELLS FARGO BANK, NATIONAL ASSOCIATION
As Trustee and as Lessor**

and

**METROPOLITAN COUNCIL,
MINNEAPOLIS – ST. PAUL METROPOLITAN AREA, MINNESOTA
As Lessee**

Dated as of the 1st day of March, 2014

Relating to

REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2014E

This instrument drafted by:
Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, Minnesota 55402

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LEASE PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT dated as of the 1st day of March, 2014 (the “Lease”), by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee, a banking association duly organized and existing under the laws of the United States, as lessor (the “Lessor” or “Trustee”), and the METROPOLITAN COUNCIL, Minneapolis-St. Paul metropolitan area, Minnesota, a political subdivision of the State of Minnesota (the “Council”) as lessee;

WITNESSETH:

WHEREAS, the Council is authorized by Minnesota Statutes, Section 473.129, to acquire such real and personal property by entering into lease-purchase agreements; and

WHEREAS, the Council has determined that it is necessary for it to refund the Certificates of Participation, Series 2004G (the “Prior Certificates”) and to acquire pursuant to this Lease certain interests in real property described on Exhibit A hereto (the “Land”), together with certain buildings, structures and improvements (the “Facilities”) that were renovated, improved and equipped with the proceeds of the Prior Certificates (the “Project”); and

WHEREAS, the Lessor is willing to acquire a leasehold interest in the Land and title to the Facilities and to lease and sell the same to the Council, pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. For the purposes of this Lease and Exhibits attached hereto, the terms defined in the Trust Agreement and capitalized herein shall have the meaning ascribed to them in the Trust Agreement, unless the context requires some other meaning. In addition, the terms defined in this Section shall, for all purposes of this Lease and Exhibits attached hereto, have the meanings herein specified.

Closing Date: the date upon which the Certificates are delivered to the Original Purchaser (as defined in the Trust Agreement) in exchange for payment therefor.

Ground Lease: the Ground Lease and Easement Agreement dated as of December 1, 2004, as amended, by and between the Council and the Lessor, whereby the Council leases the Land to the Lessor.

Facilities: the real estate described in Exhibit A hereto and all improvements constructed thereon during the term of this Lease.

Fiscal Year: the 12 month fiscal period of the Council which commences on January 1 every year and ends on the following December 31.

Independent Counsel: an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the Lessor or the Council.

Interest: the portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Land: the interests in real property described in Exhibit A hereto.

Lease Term: the period during which this Lease is in effect as specified in Section 4.1.

Net Proceeds: any insurance proceeds or condemnation award, paid with respect to the Facilities, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: the failure of the Council to appropriate money for any Fiscal Year of the Council sufficient for the continued performance of this Lease by the Council, as evidenced by the passage of a resolution specifically prohibiting the Council from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: the date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: as of any particular time: (i) liens for taxes and assessments not then delinquent, or which the Council may, pursuant to provisions of Section 8.3 hereof,

permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) the Lessor's interest in the Facilities, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which the Council may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: the portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: with respect to the Facilities, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite such date.

Rental Payment: the payment due from the Council to the Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

State: the State of Minnesota.

State and Federal Law or Laws: the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: the period during which this Lease is in effect as specified in Section 4.1.

Trustee: Wells Fargo Bank, in Minneapolis, Minnesota, acting pursuant to the Trust Agreement.

Trust Agreement: the Declaration of Trust, of even date herewith, by the Trustee, and joined in by the Council and any amendment thereof or supplement thereto.

Trust Fund: the Trust Fund so designated which is established by the Trustee under Section 4.1 the Trust Agreement.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A legal description of the Land leased by the Council pursuant to this Lease.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term and the provisions for prepayment of the Lease in accordance with Article XI.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Council. The Council represents, covenants and warrants as follows:

(a) The Council is a duly formed and validly existing political subdivision of the State, governed by the Constitution and laws of the State.

(b) The Council is authorized under the Constitution and laws of the State to enter into this Lease, the Ground Lease, the Trust Agreement and the transactions contemplated thereby, and to perform all of its obligations thereunder.

(c) The officers of the Council executing this Lease, the Ground Lease, and the Trust Agreement have been duly authorized to execute and deliver such documents under the terms and provisions of a resolution of the Council's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, the Council has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Facilities by the Council.

(e) The Council will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) The Council will use the Facilities during the Lease Term primarily to carry out the governmental or proprietary purposes of the Council and its departments, agencies, institutions, instrumentalities and political subdivisions.

(g) Subject to the provisions of Section 4.6 hereof, the Council will include in its annual budget, for each Fiscal Year during the Term of this Lease, commencing with the Fiscal Year ending on December 31, 2014, moneys sufficient to pay and for the purpose of paying all Rental Payments and other obligations of the Council under this Lease, and will take all other actions necessary to provide moneys for the payment of the obligations of the Council under this Lease from sources of the Council lawfully available for this purpose. This Lease does not constitute a general obligation of the Council, and the full faith and credit and taxing powers of the Council are not pledged for the payment of the Rental Payments or other amounts coming due, or other actions required to be performed, hereunder (other than the Rental Payments or other amounts coming due, or other action required to be performed in any Fiscal Year prior to termination and the Fiscal Year in which termination of this Lease occurs).

(h) Except to the extent specifically provided herein, the governing body is not obligated to appropriate or otherwise provide moneys for the payment of the Rental Payments or any other amounts coming due hereunder; and in the event of Non-

Appropriation by the governing body, the Council shall not be liable for general, special, incidental, consequential or other damages resulting therefrom, except as provided in Section 4.7 hereof.

(i) The Council presently intends to continue this Lease for its entire stated Lease Term and to pay all Rental Payments specified in Exhibit B. The Council reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated or budgeted and made available for this purpose.

(j) The Council will file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the Code), and Treasury Regulations promulgated thereunder (the Regulations).

(k) The Council will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations, and the Council will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

Section 2.2. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants as follows:

(a) The Lessor is a banking association duly organized, existing and in good standing under and by virtue of the laws of the United States; has power to enter into this Lease, the Ground Lease, and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease, the Ground Lease and the Trust Agreement.

(b) Neither the execution and delivery of this Lease, the Ground Lease, and the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor, or upon the Facilities except Permitted Encumbrances.

**ARTICLE III
PAYMENT OF COST;
LEASE AND SALE OF FACILITIES**

Section 3.1. Project Costs. The total cost of refunding the Prior Certificates is \$_____ and the total Cost of Issuance are estimated to be \$_____. In order to provide the moneys needed to refund the Prior Certificates and pay the Cost of Issuance, and in consideration of the actions agreed to be performed by the Council under this Lease, the Trustee has entered into the Trust Agreement, pursuant to which the Original Purchaser will pay to the Trustee the sum of \$_____, plus accrued interest of \$_____, and the Trustee agrees that it will apply that money as provided in Section 4.1 of the Trust Agreement.

Section 3.2. Payment of Costs.

(a) The Trustee shall establish the Trust Fund and the proceeds of the issuance and sale of the Certificates shall be deposited into the Trust Fund, all in accordance with the provisions of the Trust Agreement.

(b) If the moneys in the Refunding Account, together with any other moneys made available to refund the Prior Certificates, shall not be sufficient to refund the Prior Certificates in full, then the Council shall pay all that portion of refunding the Prior Certificates in excess of the moneys available therefor. If the Council shall make any payments pursuant to this paragraph (b), it shall not be entitled to any reimbursement therefor from the Trustee, the holders of the Certificates, nor shall it be entitled to any diminution in or postponement of the payment of the Rental Payments or the payment of any other amounts payable under this Lease.

Section 3.3 Lease and Sale of Facilities. The Trustee hereby leases and sells its leasehold interest in the Land and the Facilities to the Council, and the Council hereby leases and purchases the Trustee's interest in the Land and the Facilities from the Trustee, upon the terms and conditions set forth in this Lease. The Land and the Facilities are leased and sold in their present condition without representation or warranty of any kind by the Trustee, and subject to the rights of parties in possession, to the existing state of title, to all applicable legal requirements now or hereafter in effect, and to Permitted Encumbrances. The Council has examined the Land and title thereto and has found all of the same to be satisfactory for the purposes of this Lease.

Section 3.4. Possession and Enjoyment. The Trustee hereby covenants to provide the Council during the Term of this Lease with quiet use and enjoyment of the Land and Facilities, and the Council shall during such Term peaceably and quietly have and hold and enjoy the Land and Facilities, without suit, trouble or hindrance from the Trustee, except as expressly set forth in this Lease. The Trustee will, at the request of the Council and at the Council's cost, join in any legal action in which the Council asserts its right to such possession and enjoyment to the extent the Trustee may lawfully do so.

Section 3.5. Trustee Access to Land and Facilities. The Trustee shall have the right at all reasonable times to examine and inspect the Land and Facilities, and shall have such rights of

access to the Land and Facilities as may be reasonably necessary to cause the proper maintenance thereof in the event of failure by the Council to perform its obligations hereunder.

Section 3.6. Compliance with Trust Agreement. During the Term of this Lease, the Council agrees to perform all obligations imposed upon it by the Trust Agreement.

Section 3.7. Council Representation as to Title. The Council represents and warrants that the Council has good and marketable title to the Land (or, in the case of that portion of the Land consisting of easements, that the Council has a sufficient interest therein to convey the easements purported to be conveyed).

ARTICLE IV
TERM OF LEASE TRANSFER OR SURRENDER OF LAND AND FACILITIES

Section 4.1. Lease Term. This Lease shall be in effect for a term commencing upon the execution hereof and ending on the date upon which the Council has paid to the Trustee all Rental Payments required to be paid by it hereunder, unless terminated prior to said date as provided in Section 4.2.

Section 4.2. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) termination by the Council pursuant to Section 4.6 hereof;
- (b) the prepayment by the Council of all Rental Payments required to be paid by it hereunder, pursuant to Section 11.1;
- (c) the discharge by the Council of its obligation to pay the Rental Payments required to be paid by it hereunder pursuant to Section 11.3; or
- (d) a default by the Council and the Trustee's election to terminate this Lease pursuant to Article XIII.

Section 4.3. Trustee's Interest in the Land and Facilities. Upon payment of all Rental Payments due hereunder, or upon prepayment of the Rental Payments or discharge of the Council's obligation to make the Rental Payments in accordance with Article X hereof, full and unencumbered legal title to the Facilities shall pass to the Council, and the Trustee shall have no further interest therein. In such event the Trustee and its officers shall take all actions necessary to authorize, execute and deliver to the Council any and all documents necessary to vest in the Council, all of the Trustee's right, title and interest in and to the Land and Facilities, free and clear of all liens, leasehold interests, encumbrances (other than Permitted Encumbrances), including, if necessary, a release of any and all interests or liens created under the provisions of this Lease but in all events subject to the interests, if any, of the Trustee pursuant to the Ground Lease, including payment of the amounts in the Ground Lease.

Section 4.4. Surrender of Land and Facilities. Upon termination of the Term of this Lease pursuant to Section 4.2, clauses (a) or (d), or upon exercise by the Trustee of its right to take possession of the Land and Facilities under Section 13.2, the Council shall surrender the Land and Facilities to the Trustee in the condition in which they were originally received from the Trustee, except as repaired, rebuilt, restored, altered or added to as permitted or required hereby, ordinary wear and tear excepted.

Section 4.5. No Subordination of Council's Title to Land. No provision of this Lease shall be construed as in any way subordinating, conveying or agreeing to convey, or otherwise adversely affecting the Council's fee simple interest in the Land. This Lease covers only the trustee's leasehold interest in the Land created by the Ground Lease, and all references to the

Land herein and in the Trust Agreement shall be construed as applying only to such leasehold interest, unless otherwise specifically stated.

Section 4.6. Termination by the Council. The Council shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of the Council, in the manner and subject to the terms specified in this Section and Section 4.7, if the governing body does not appropriate or budget moneys sufficient to pay the Rental Payments coming due in the next Fiscal Year, as determined by the Council's budget for the Fiscal Year in question. The Council may effect such termination by giving the Trustee a written notice of termination, as evidenced by a resolution of the governing body specifically determining not to provide moneys to pay Rental Payments for the succeeding Fiscal Year, and stating the governing body's determination to terminate this Lease, and by paying to the Trustee any Rental Payments which are due and have not been paid at or before the end of its then current Fiscal Year. The Council shall give notice not later than September 1 of its intent to terminate this Lease at the end of the Fiscal Year and shall notify the Trustee of any anticipated termination. If notice of termination is not given to the Trustee by September 1, this Lease shall be deemed to be renewed, and the Council shall appropriate money for its payment, for the succeeding Fiscal Year. In the event of termination of this Lease as provided in this Section, the Council shall surrender possession of the Land and Facilities to the Trustee in accordance with Section 4.4 and convey to the Trustee or release its interest in the Land and Facilities within 10 days after the expiration of the then-current term of this Lease.

Section 4.7. Effect of Termination. Upon termination of this Lease as provided in Section 4.6, the Council shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if the Council has not delivered possession of the Land and Facilities to the Trustee in accordance with Section 4.4 and conveyed to the Trustee or released its interest in the Land and Facilities within 10 days after the termination date, the termination shall nevertheless be effective, but the Council shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due which are attributable to the number of days during which the Council fails to take such actions and for any other loss suffered by the Trustee as a result of the Council's failure to take such actions as required. The Council shall be required to pay over to the Trustee any moneys which it has appropriated or budgeted for the purpose of paying Obligations under this Lease for any Fiscal Years preceding the Fiscal Year for which termination under Section 4.6 is effective.

Section 4.8. Right of Trustee to Remove Facilities. In the event of a termination of this Lease under the circumstances described in either paragraph (a) or (d) of Section 4.2, the Trustee shall have the right, at its option and upon not less than 15 days written notice to Council, to remove from the Facilities and the Land any items of personal property that are financed with proceeds of the Certificates and installed in or upon the Facilities or the Land. If the Trustee exercises its right under this Section, it shall pay the costs involved in such removal, and the Council shall not be obligated to pay any of such costs. The removal of such personal property pursuant to this Section shall not result in a termination of the Ground Lease.

Section 4.9. Purchase: Conveyance of Title. At any time when (a) the entire Principal Balance, together with any unpaid or delinquent interest, has been fully paid, whether by (i) payment of all Rental Payments as provided in Section 5.1 hereof, (ii) prepayment of all of the Rental Payments as provided in Section 11.1 hereof, or (iii) discharge of all of the Rental Payments, as provided in Section 11.3 hereof then the purchase of the Land and the Facilities by the Council shall be deemed to have been completed. The Trustee shall thereupon deliver to the Council such instruments of conveyance or release as, in the opinion of counsel, may be necessary to release any interests of the Trustee in the Land and Facilities.

ARTICLE V RENTAL PAYMENTS

Section 5.1 Rental Payments. The Council agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to the Lessor at its offices at the address specified in Section 14.1 of this Lease, or to such other person or entity to which the Lessor has assigned such Rental Payments as specified in Article XII, at such place as such assignee may from time to time designate by written notice to the Council. The Council shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to the Lessor or, in the event of assignment of the right to receive Rental Payments by the Lessor, to its assignee. Interest shall accrue from the first day of the Closing Date.

Section 5.2. Current Expense. The obligations of the Council under this Lease, including its obligation to pay the Rental Payments due with respect to the Facilities, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of the Council for such Fiscal Year and shall not constitute an indebtedness of the Council within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by the Council of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of the Council in the annual budget of the Council and the proceeds or Net Proceeds of the Facilities, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.6, the obligation of the Council to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the Council and the Lessor or any other person, the Council shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall the Council assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. The Council's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances (including, without limitation, the occurrence of any environmental liability). However, nothing herein shall be construed to release the Lessor from the performance of its obligations hereunder; and if the Lessor should fail to perform any such obligation, the Council may institute such legal action against the Lessor as the Council may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 6.1. Damage, Destruction and Condemnation. If the Facilities or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or title to or the temporary use of the Facilities or any part thereof, or the interest of the Council or the Trustee in the Land or Facilities or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Council shall have the rights with respect to the Net Proceeds of any insurance or condemnation award specified in this Section, but the Council shall be obligated to continue to pay the Rental Payments due with respect to the Facilities. All Net Proceeds shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Land and the Facilities by the Council or if the Council elects not to repair or rebuild, all Net Proceeds shall be applied to prepay Rental Payments; in either event all Net Proceeds not needed for such purposes shall belong to the Council.

Section 6.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Land and the Facilities, the Council shall either: (a) complete the work and pay any cost in excess of the amount of the Net Proceeds, and the Council agrees that if by reason of any such insufficiency of the Net Proceeds, the Council shall make any payments pursuant to the provisions of this Section 6.2, the Council shall not be entitled to any reimbursement therefor from the Trustee nor shall the Council be entitled to any diminution of the Rental Payments due with respect to the Facilities; or (b) prepay the Rental Payments, in which event the Net Proceeds shall be used for this purpose. If the Council elects not to repair, rebuild or restore, the Council shall prepay or discharge the Rental Payments to the full extent of the Net Proceeds.

Section 6.3. Cooperation of Trustee. The Trustee shall cooperate fully with the Council at the expense of the Council in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 6.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Land or the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the Council to litigate in any proceeding resulting therefrom in the name of and on behalf of the Trustee. In no event will the Trustee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Land or the Facilities or any part thereof without the written consent of the Council.

Section 6.4. Condemnation of Other Property Owned by the Council. The Council shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for traction of, damage to or taking of its property not included in the Land or the Facilities.

ARTICLE VII INSURANCE AND INDEMNIFICATION

Section 7.1. Liability Insurance. Unless self-insurance is provided by the Council, as evidenced by a written certificate satisfactory to the Lessor specifying the terms and amounts thereof, upon receipt of possession of the Facilities, the Council shall take such measures as may be necessary to insure that its legal liability pursuant to State law for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Facilities or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the Council. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 7.2. Property Insurance. The Council shall have and assume the risk of loss with respect to the Facilities. Unless self-insurance is provided by the Council, as evidenced by a written certificate satisfactory to the Lessor specifying the terms and amounts thereof and subject further to the annual verification of the adequacy of the amount of such self-insurance by an independent actuary, the Council shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Facilities damaged or destroyed and to pay the applicable Purchase Option Price of the Facilities. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts and need not cover land and building foundations. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Facilities, or to the purchase of the Facilities, as provided in Section 7.6. Any Net Proceeds not needed for those purposes shall be paid to the Council.

Section 7.3. Worker's Compensation Insurance. If required by State law, and unless self-insurance is provided by the Council, as evidenced by a written certificate satisfactory to the Lessor specifying the terms and amounts thereof and subject further to the annual verification of the adequacy of the amount of such self-insurance by an independent actuary, the Council shall carry worker's compensation insurance covering all Council employees on, in, near or about the Facilities, and upon request, shall furnish to the Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 7.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage hereunder without giving written notice to the named insured at least 10 days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 7.1 and 7.2 shall name the Lessor as an additional insured as their interest may appear; and any insurance policy or rider required by Section 7.3 shall name the Council as insured party. The Council shall deposit with the Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance

is in full force and effect. Before the expiration of any such policy (or rider), the Council shall furnish to the Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event the Council shall notify the Lessor of this fact.

Section 7.5. RESERVED.

Section 7.6. Indemnification. To the extent provided by law, and not to exceed liability limits contained in Minnesota Statutes, Chapter 466, the Council will indemnify, defend and hold harmless the Trustee, its directors, officers, employees and agents, and any assignee of the Trustee, against and from all claims, costs, losses and damages attributable to bodily injury or property damage, but only to the extent such claims, costs, losses or damages arise out of the negligent operation, maintenance or use of the Land and Facilities by the Council, its officers, employees, agents and lessees.

**ARTICLE VIII
GENERAL MATTERS**

Section 8.1. Use; Permits. The Council shall exercise due care in the use, operation and maintenance of the Facilities, and shall not use, operate or maintain the Facilities improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The Council shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Facilities. The Council shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Facilities, and if compliance with any such State and Federal Law requires changes or additions to be made to the Facilities, such changes or addition shall be made by the Council at its expense.

Section 8.2. Maintenance and Modification of Facilities by the Council. During the Term of this Lease the Council shall, at its own expense, maintain, preserve and keep the Land and Facilities in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Land and Facilities in such condition. The Trustee shall have no responsibility for any of these repairs, replacements or improvements. In addition, the Council shall, at its own expense, have the right to remodel the Facilities or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Facilities and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Facilities; and the Facilities, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value not less than the value of the Facilities immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the Council in such manner and on such terms as are determined by the Council. The Council will not permit any mechanic's or other lien to be established or remain against the Land and Facilities for labor or materials furnished in connection with any improvements made by the Council pursuant to this Section; provided that if any such lien is established and the Council shall first notify the Trustee of the Council's intention to do so, the Council may in good faith contest any lien filed or established against the Land and Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the Council that, in the opinion of counsel, by non-payment of any such item the interest of the Trustee in the Land and Facilities will be materially endangered or the Land and Facilities or any part thereof will be subject to loss or forfeiture, in which event the Council shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Trustee with full security against any such loss or forfeiture, in form satisfactory to the Trustee. The Trustee will cooperate fully with the Council in any such contest, upon the request and at the expense of the Council.

Section 8.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, the Council shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Facilities, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against the Council or the Lessor. The Council shall also pay when due all gas,

water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Facilities; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Council shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The Council shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of the Council under this Section.

The Council may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Council that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the Lessor in the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Council shall promptly pay such taxes, assessments, utility or other charges or provide the Lessor with full security against any loss which may result from nonpayment, in form satisfactory to the Lessor.

Section 8.4. Easements. The Trustee will from time to time, at the request of the Council and at the Council's cost and expense, cooperate and join with the Council: (a) in granting easements and other rights in the nature of easements, releasing existing easements or other rights in nature of easements which are for the benefit of the Land and Facilities and (b) in executing and delivering to any person any instrument appropriate (i) to confirm or to the effect that such grant, release or execution is not detrimental to the proper conduct of the operations of the Council on or in the Land and Facilities, (ii) to show the consideration, if any, being paid for such grant, release or amendment, (iii) to show that such grant, release, dedication, transfer, petition or amendment does not materially impair the use of the Land and Facilities or reduce their value, or (iv) to confirm that the Council will remain obligated hereunder to the same extent as if such grant, release, or amendment had not been made, and the Council will perform all obligations of the Trustee under such instrument. The consideration, if any, received for such grant, release, or amendment shall be paid to the Trustee and applied against the next succeeding Lease Payment.

Section 8.5. Covenants Regarding Hazardous Material. Subject to the completion of the Project, the Council shall comply with all regulations concerning the environment, health and safety relating to the generation, use, handling, production, disposal, discharge and storage of Hazardous Materials, as defined herein, in, on, under, or about the Land or in the Facilities. The Council shall promptly take any and all necessary action in response to the presence, storage, use, disposal, transportation or discharge of any Hazardous Materials in, on, under or about the Land or in the Facilities by the Council or persons acting on behalf of or at the direction of the Council as all applicable laws, rules, regulations, or ordinances may require. The Council agrees promptly to:

(a) Transmit to the Trustee copies of any governmental citations, orders or notices received with respect to Hazardous Materials which may result in a penalty, liability or cost greater than \$1,000.

(b) Observe and comply with any and all laws, ordinances, rules, regulations, licensing requirements or conditions relating to the use, maintenance or disposal of Hazardous Materials and all orders or directives from any official, court or governmental agency of competent jurisdiction relating to the use or maintenance or requiring the removal, treatment, containment or other disposal of such Hazardous Material.

(c) Pay or otherwise dispose of any lien, charge or imposition relating thereto which, if paid, would constitute a lien upon the Land or the Facilities.

(d) Indemnify and hold harmless the Trustee from any and all liabilities and obligations relating to or arising from the presence, at any time, of Hazardous Materials in, on, under or about the Land or in the Facilities.

As used herein, the term Hazardous Material shall mean: (i) oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other substances, materials or pollutants which (1) pose a hazard to the Facilities, to adjacent premises or to persons on or about the Facilities or adjacent premises, (2) substances which cause the Facilities to be in violation of any local, state or federal law, rule, regulation or ordinance, or (3) substances which are defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations, policy guidelines or other publications adopted or promulgated pursuant thereto, including, but not limited to: (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; (B) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1601, et seq.; (C) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; (D) the Clean Air Act, 42 U.S.C. § 7412; (E) the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; (F) The Clean Water Act, 33 U.S.C. § 1317 and 1321(b)(2)A and (G) rules, regulations, ordinances and other publications adopted promulgated pursuant to the aforesaid laws; (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, and (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety or property interests of the Council or its employees, the occupants of the Facilities or the owners and/or occupants of property adjacent to or surrounding the Facilities.

ARTICLE IX
TITLE

Section 9.1. Title. During the Term of this Lease, legal title to the Improvements and any and all repairs, replacements, substitutions and modifications thereto shall be in the Lessor. legal title to the Land shall remain in the Council, subject to the Lessor's interest under the Ground Lease. Upon the payment by the Council of all Rental Payments as indicated in Exhibit B, or the exercise by the Council of its option to purchase the Facilities pursuant to Article XI, full and unencumbered legal title to the Facilities shall pass to the Council, and the Lessor shall have no further interest therein; and the Lessor shall execute and deliver to the Council such documents as the Council may request to evidence the passage of legal title to the Facilities to the Council and the termination of the Lessor's security or other interest therein.

Section 9.2. Liens. During the Term of this Lease, the Council shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities, other than the respective rights of the Lessor and the Council as herein provided and Permitted Encumbrances. Except as expressly provided in Section 8.3 and this Article, the Council shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Council shall reimburse the Lessor for any expense incurred by the Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 9.3. Installation of the Personal Property. The Council may, at any time and from time to time, in its sole discretion and at its own expense, install items of personal property in or upon the Facilities. All such items so identified shall remain the sole property of the Council, in which the Lessor shall have no interest, and may be modified or removed by the Council at any time provided that the Council shall repair and restore any and all damage to the Facilities resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the Council from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Facilities.

ARTICLE X WARRANTIES

Section 10.1. Maintenance of Facilities. The Lessor shall have no obligation to test, inspect, service or maintain the Facilities under any circumstances, but such actions shall be the obligation of the Council.

Section 10.2. Contractor's Warranties. The Lessor hereby assigns to the Council for and during the Term of this Lease, all of its interest in all contractor's warranties and guarantees, express or implied, issued on or applicable to the Facilities or any portion thereof, and the Lessor hereby authorizes the Council to obtain the customary services furnished in connection with such warranties and guarantees at the Council's expense.

Section 10.3. Patent Infringement. The Lessor hereby assigns to the Council for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Facilities. Such assignment of patent indemnity protection by the Lessor to the Council shall constitute the entire liability of the Lessor for any patent infringement by Facilities furnished pursuant to this Lease.

Section 10.4. Disclaimer of Warranties. THE FACILITIES ARE DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNCIL OF THE FACILITIES, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE FACILITIES.

ARTICLE XI
OPTION TO PREPAY; DISCHARGE

Section 11.1. Option to Prepay in Whole or in Part. The Council shall have the option to prepay the unpaid Rental Payments, in whole or in part, but only in the manner provided in Exhibit B.

Section 11.2. Exercise of Prepayment Option. The Council shall give notice to the Trustee of its intention to exercise its prepayment option not less than 45 days in advance of the date of exercise, and shall pay to the Trustee on the date of exercise an amount equal to the amount of Principal to be prepaid, plus accrued interest to the prepayment date, as shown in Exhibit B, less any Net Proceeds to be applied to the amount to be so paid in accordance with Section 6.2.

Section 11.3. Discharge of Council's Obligation. The Council may at any time discharge its obligation to pay the Rental Payments due under this Lease by depositing irrevocably in escrow with a bank or trust company, cash or securities of the type permitted for defeasance of the Certificates under Article VIII of the Trust Agreement interest payable at such times and at such rates and maturing or redeemable at the option of the holder on such dates as shall be required to provide moneys sufficient to pay or prepay all unpaid Rental Payments on the dates when they are due or subject to prepayment as provided in Section 11.1, as determined by the Council, together with computations and an opinion letter of a certified public accounting firm or a financial consulting firm recognized by the rating agencies as adequate for the purpose showing and attesting to the sufficiency of such moneys and securities for this purpose and an opinion letter of Independent Counsel stating that the deposit of such cash or securities will not cause the Lease or the Certificates to become "arbitrage bonds" under Section 148(a) of the Code. The requirements for defeasance set forth in Article VII of the Trust Agreement shall also apply to any defeasance hereunder.

Section 11.4. Prerequisite: No Default. The Council may exercise the rights specified in this Article only if it is not in default under this Lease.

ARTICLE XII
ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 12.1. Assignment by the Lessor. The Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of the Lessor's rights, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Facilities may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor at any time, without the consent of the Council. No such assignment shall be effective as against the Council unless and until the assignor shall have filed with the Council a copy or written notice thereof identifying the assignee. The Council shall pay all Rental Payments due hereunder to or at the direction of the Lessor or the assignee named in the most recent assignment or notice of assignment filed with the Council. During the Lease Term the Council shall keep a complete and accurate record of all such assignments. In the event the Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Facilities, such participants shall be considered to be the Lessor with respect to their participated shares thereof. The Council hereby consents to assignment of the Lease to the Trustee for the purposes as set forth in the Trust Agreement.

Section 12.2. Assignment and Subleasing by the Council. Neither this Lease nor the Council's interest in the Facilities may be assigned by the Council without the written consent of the Lessor. However, the Facilities may be subleased by the Council, in whole or in part, without the consent of the Lessor, subject, however, to each of the following conditions:

- i. This Lease and the obligation of the Council to make Rental Payments hereunder, shall remain obligations of the Council.
- ii. The sublessee shall assume the obligations of the Council hereunder to the extent of the interest subleased.
- iii. The Council shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Lessor a true and complete copy of such sublease.
- iv. No sublease by the Council shall cause the Facilities to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.
- v. No sublease shall cause the Interest component of the Rental Payments due with respect to the Facilities to become includible in gross income of the recipient for federal income tax purposes.

Section 12.3. Restriction on Mortgage or Sale of Facilities by the Council. Except as provided in Section 12.2, the Council will not mortgage, sell, assign, transfer or convey the Facilities or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of the Lessor.

ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES

Section 13.1. Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(i) Failure by the Council to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of 3 days after telephonic, telegraphic or other electronic notice given by the Lessor that the payment referred to in such notice has not been received, such telephonic, telegraphic or other electronic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by the Council to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of 45 days after written notice specifying such failure and requesting that it be remedied has been given to the Council by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Council within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by the Council of a voluntary petition in bankruptcy, or failure by the Council promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the Council to carry on its governmental or proprietary function or adjudication of the Council as a bankrupt, or assignment by the Council for the benefit of creditors, or the entry by the Council into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Council in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 13.1 and Section 13.2 are subject to the following limitation: if by reason of *force majeure* the Council is unable in whole or in part to carry out its obligations under this Lease, *other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph*, the Council shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Council and not resulting from negligence. The Council agrees, however, to remedy with all

reasonable dispatch the cause or causes preventing the Council from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the Council and the Council shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Council unfavorable to the Council.

Section 13.2. Remedies on Default. Whenever any event of default referred to in Section 13.1 hereof shall have happened and be continuing with respect to the Facilities, the Lessor shall have e right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps.

(i) The Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by the Council, whereupon such Rental Payments shall be immediately due and payable.

(ii) The Lessor, with or without terminating this Lease, may repossess the Facilities by giving the Council written notice to surrender the Facilities to the Lessor for the remaining term of the Ground Lease, whereupon the Council shall do so in the manner provided in Section 13.3. If the Facilities or any portion of it has been destroyed or damaged beyond repair, the Council shall pay the applicable Purchase Option Price of the Facilities, as set forth in Exhibit B (less credit for Net Proceeds), to the Lessor. Notwithstanding the fact that the Lessor has taken possession of the Facilities, the Council shall continue be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, the Lessor shall return the Facilities to the Council at the Council's expense when the event of default is cured.

(iii) If the Lessor terminates this Lease and takes possession of the Facilities, the Lessor shall thereafter use its best efforts to sell or lease its interest in the Facilities or any portion thereof in a commercially reasonable manner in accordance with applicable State laws. The Lessor shall apply the proceeds of such sale or lease to pay the following items in the following order: (a) all costs incurred in securing possession of the Facilities; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Facilities; and (d) the balance of any Rental Payments owed by the Council during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by the Lessor.

(iv) If the proceeds of sale of the Facilities are not sufficient to pay the balance of any Rental Payments owed by the Council during the Fiscal Year then in effect, the Lessor may take any other remedy available at law or in equity to require the Council to perform any of its obligations hereunder.

Section 13.3. Return of Facilities. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, the Council shall return the

Facilities to the Lessor in the condition, repair, appearance and working order required in Section 8.2. If the Council refuses to surrender the Facilities in the manner designated, the Lessor may repossess the Facilities and charge to the Council the costs of such repossession or pursue any remedy described in Section 13.2.

Section 13.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by the Lessor or its assignee.

**ARTICLE XIV
ADMINISTRATIVE PROVISIONS**

Section 14.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided that the Lessor and the Council, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

If to the Council: Metropolitan Council
390 North Robert Street
St. Paul, MN 55101
Attention: Chief Financial Officer

If to the Original Purchaser: _____

If to the Trustee: Wells Fargo Bank, National Association
Sixth Street and Marquette Avenue
MAC N9303-110
Minneapolis, Minnesota 55479
Attention: Corporate Trust

Section 14.2. Financial Information. During the Term of this Lease, the Council annually will provide the Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of the Council to continue this Lease as may be requested by the Lessor or its assignee.

Section 14.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Council and their respective successors and assigns.

Section 14.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered the Lessor and the Council.

Section 14.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 14.7 Further Assurances and Corrective Instruments. The Lessor and the Council agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Facilities hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 14.8. Execution in Counterparts. This Lease 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 14.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

[Signatures continue on the following Page.]

IN WITNESS WHEREOF, the Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the Council has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION, Lessor**

By _____
Its Assistance Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ____ day of March, 2014, before me a Notary Public in and for said County, personally appeared _____, the _____ of Wells Fargo Bank, National Association, the bank referred to in the foregoing instrument, known to me to be the person whose name is subscribed to within the Lease-Purchase Agreement, and acknowledged to me that [s]he executed the same.

Notary Public

[Signatures continued on the following page.]

EXHIBIT A

LAND

EXHIBIT B
SCHEDULE OF RENTAL PAYMENTS