



To: Members of the Edina Housing and
Redevelopment Authority

Agenda Item #: V

From: Eric Roggeman, Finance Director

Action

Discussion

Date: June 17, 2015

Information

Subject: Resolution No. 2015-03 Awarding The Sale Of \$3,655,000 Public Project Revenue
Refunding Bonds, Series 2015

Action Requested:

Adopt Resolution No. 2015-03 Authorizing the issuance, awarding sale, prescribing the form and details and providing for the payment of \$3,655,000 Public Project Revenue Refunding Bonds, Series 2015

Information / Background:

Attached is the resolution awarding the sale of bonds as drafted by the City's bond counsel, Dorsey & Whitney. This resolution includes required updates to lease agreements the HRA has with US Bank (as trustee) and City of Edina (as lessee). These agreements were also drafted by Dorsey & Whitney.

The \$3,655,000 Public Project Revenue Refunding Bonds, Series 2015 are for a current refunding of the remaining maturities of the \$5,425,000 Public Project Revenue Bonds, Series 2005. The Series 2005 Bonds were originally issued to finance the construction of two gymnasiums. Debt service is paid from annually appropriated funds derived from a tax levy. The refunding is expected to produce debt service savings over the next 11 years.

The bids will be received and tabulated by the City's financial advisor, Ehlers & Associates, Inc. on Wednesday, June 17. The bids and Ehlers & Associates analysis will be presented to the City Council at the June 17 meeting.

ATTACHMENT:

Resolution 2015-03

First Supplemental Indenture of Trust between Edina HRA and US Bank

First Amendment to Lease-Purchase Agreement between Edina HRA and City of Edina

CERTIFICATION OF MINUTES RELATING TO
PUBLIC PROJECT REVENUE REFUNDING BONDS
(CITY OF EDINA ANNUAL APPROPRIATION LEASE OBLIGATIONS)
SERIES 2015

Issuer: Edina Housing and Redevelopment Authority

Governing Body: Board of Commissioners

Kind, date, time and place of meeting: A regular meeting held on June 17, 2015, at 7:00 o'clock p.m., at the City Hall, Edina, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO PUBLIC PROJECT REVENUE
REFUNDING BONDS, SERIES 2015 (CITY OF EDINA
ANNUAL APPROPRIATION LEASE OBLIGATIONS);
AUTHORIZING THE ISSUANCE, AWARDED SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING
FOR THE PAYMENT THEREOF

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the Bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said Bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on June __, 2015.

Secretary

Commissioner _____ introduced the following resolution and moved its adoption, which motion was seconded by Commissioner _____:

RESOLUTION RELATING TO PUBLIC PROJECT REVENUE
REFUNDING BONDS, SERIES 2015 (CITY OF EDINA
ANNUAL APPROPRIATION LEASE OBLIGATIONS);
AUTHORIZING THE ISSUANCE, AWARDED SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING
FOR THE PAYMENT THEREOF

BE IT RESOLVED by the Board of Commissioners of the Edina Housing and Redevelopment Authority (the Authority), as follows:

Section 1. AUTHORIZATION AND SALE.

1.01. Authorization.

The Authority has previously issued its Public Project Revenue Bonds, Series 2005A (City of Edina Annual Appropriation Lease Obligations" (the Series 2005 Bonds) in the aggregate principal amount of \$5,425,000, the proceeds of which were used to finance the construction and furnishing of two gymnasiums (together the Facilities).

The Authority has now agreed to provide refinancing for the Facilities through the issuance of its Public Project Revenue Refunding Bonds, Series 2015A (City of Edina Annual Appropriation Lease Obligations" (the Series 2015A Bonds) in the aggregate principal amount of \$3,655,000, for the purpose of (i) refunding in full its outstanding Series 2005 Bonds (sometimes referred to as the "Refunded Bonds"), and (ii) to defray costs of issuance of such refunding revenue bonds under this Resolution and a Trust Indenture dated as of August 1, 2005, between the City and U.S. Bank National Association, in St. Paul, Minnesota, as trustee (the Trustee), as amended by a First Supplemental Trust Indenture (the Supplemental Indenture) dated as of July 1, 2015 (as so amended, the Indenture). The Facilities will be located on land ground leased by Independent School District No. 273 (Edina) to the Authority pursuant to a Ground Lease dated as of August 1, 2005 (the Ground Lease). The Authority proposes to lease the Facilities to the City pursuant to a Lease Agreement dated as of August 1, 2005, as amended by a First Amendment to Lease Agreement (the First Amendment) between the Authority, as lessor, and the City, as lessee (as so amended, the Lease).

All bonds issued under this Resolution and the Indenture will be secured solely by rental payments to be made by the City pursuant to the Lease, and funds held by the Trustee under the Indenture, and said bonds and the interest on said bonds shall be payable solely from the revenue pledged therefor under the Indenture and no such bonds shall constitute a debt of the Authority or the City within the meaning of any constitutional or statutory limitation nor shall constitute nor give rise to a pecuniary liability of the Authority or City or a charge against their general credit or taxing powers and shall not constitute a charge, lien, or encumbrance, legal or equitable,

upon any property of the Authority or City, other than the revenues pledged to the payment of the bonds under the Indenture.

Under the Lease, and subject to the right of termination by the City at the end of each fiscal year of the City as provided in the Lease, the City is to pay to the Authority sufficient money each year to pay the principal of, premium, if any, and interest on the Bonds issued under this Resolution and the Indenture, and the City is to provide the cost of maintaining the Facilities in good repair, the cost of keeping the Facilities properly insured, and any payments required for taxes and any expenses incurred by the Authority in connection with the Facilities.

1.02. Sale of Bonds. Pursuant to the provisions of Minnesota Statutes, Section 475.60, subdivision 2(9), the public sale requirements do not apply to the sale of the Bonds since the Authority has retained Ehlers & Associates, Inc. as independent financial advisors. The Board has received an offer from _____ (the Purchaser), to purchase the Bonds at a price of \$_____ plus accrued interest on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth and set forth in the Indenture. The offer is hereby accepted, and the Chair and the Secretary are hereby authorized and directed to execute a contract on the part of the Authority for the sale of the Bonds with the Purchaser.

Section 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. For the purpose of refinancing the Facilities through the refunding in full of the Refunded Bonds, this Board hereby authorizes the issuance of the Bonds in the aggregate principal amount of \$3,655,000. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, existing, having happened and having been performed, it is now necessary for this Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Terms of the Bonds. The Bonds shall be designated “Public Project Revenue Refunding Bonds, Series 2015 (City of Edina Annual Appropriation Lease Obligations).” The terms of the Bonds, including without limitation, the date of original issue, interest payment dates, maturity dates and principal amounts, interest rates, redemption provisions, and provisions for registration and exchange shall be as set forth in Articles II and III of the Indenture which are incorporated herein by reference.

2.03. Execution, Authentication and Delivery. The Bonds shall be executed by the Authority, and authenticated and delivered by the Trustee, in accordance with the applicable provisions of Article II of the Indenture which are incorporated herein by reference.

2.04. Form of Bonds. The Bonds shall be printed in substantially the form set forth in Exhibit A to the Supplemental Indenture.

SECTION 3. APPROVAL OF GROUND LEASE; LEASE AGREEMENT; INDENTURE. The form of the Supplemental Indenture and First Amendment are hereby approved. The Chair and Secretary are hereby authorized and directed to execute and deliver said documents in the name and on behalf of the Authority with such variations, omissions and insertions as the Chair and Secretary shall approve, which approval shall be conclusively presumed by the execution and delivery of said documents by the Chair and Secretary.

SECTION 4. REGISTRATION OF BONDS. The Secretary is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Hennepin County, together with such additional information as required, and to obtain from the County Auditor a certificate that the Bonds have been duly entered upon the County Auditor's bond register.

SECTION 5. AUTHENTICATION OF TRANSCRIPT. The officers of the Authority are hereby authorized and directed to prepare and furnish to the Purchaser, and to Dorsey & Whitney LLP, the attorneys rendering an opinion as to the legality thereof, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Authority as to the correctness of all statements contained therein.

SECTION 6. OFFICIAL STATEMENT. An Official Statement relating to the Bonds, prepared and delivered on behalf of the Authority by Ehlers & Associates, Inc., has been received and is hereby approved. Ehlers & Associates, Inc. is hereby authorized on behalf of the Authority to prepare and distribute to the Purchaser a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Act of 1934. Within seven business days from the date hereof, the Authority shall deliver to the Purchaser sufficient copies of the Official Statement and such supplement. The officers of the Authority are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

Upon vote being taken thereon, the following voted in favor thereof: Commissioners

and the following voted against the same:

whereupon the Resolution was declared duly passed and adopted.

COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION

The undersigned, being the duly qualified and acting County Auditor of Hennepin County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on June 17, 2015, by the Board of Commissioners of the Edina Housing and Redevelopment Authority, setting forth the form and details of an issue of \$3,655,000 Public Project Revenue Refunding Bonds, Series 2015 (City of Edina Annual Appropriation Lease Obligations), Series 2015, dated as of July 15, 2015.

I further certify that said Bonds have been entered on my bond register, as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this _____ day of _____, 2015.

County Auditor

(SEAL)

FIRST SUPPLEMENTAL INDENTURE OF TRUST

between

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of July 1, 2015

Relating to
PUBLIC PROJECT REVENUE REFUNDING BONDS
(CITY OF EDINA ANNUAL APPROPRIATION LEASE OBLIGATIONS)
SERIES 2015

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST, dated as of July 1, 2015, between the EDINA HOUSING AND REDEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the “Issuer”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with its principal corporate trust office in St. Paul, Minnesota, as trustee (together with any successor trustee under the Indenture, the “Trustee”).

W I T N E S S E T H:

WHEREAS, the Issuer and the Trustee have heretofore entered into an Indenture of Trust, dated as of August 1, 2005 (the “Original Indenture”), as supplemented and amended by this First Supplemental Indenture of Trust (collectively, the “Indenture”), pursuant to which the Issuer issued its Public Project Revenue Bonds, Series 2005 (City of Edina Annual Appropriation Lease Obligations), in the aggregate principal amount of \$5,425,000 (the “Series 2005 Bonds”); and

WHEREAS, the Issuer has determined to issue its Public Project Revenue Refunding Bonds, Series 2015 (City of Edina Annual Appropriation Lease Obligations), dated, as originally issued, as of July 15, 2015, in the aggregate principal amount of \$_____ (the “Series 2015 Bonds”), to be used to refund the 2016 through 2026 maturities of the Series 2005 Bonds (the “Refunded Bonds”) pursuant to a resolution adopted by the Issuer on June 17, 2015; and

WHEREAS, the Issuer desires to amend the Indenture to reflect the issuance of the Series 2015 Bonds as Additional Bonds thereunder pursuant to Sections 2.10 and 11.1(f) of the Indenture.

WHEREAS, all things necessary to make the Series 2015 Bonds, when executed by the Trustee and issued as provided in this First Supplement, the valid and legally binding evidences of proportionate interests in the right to receive the Rental Payments, and for the Indenture to constitute a valid and legally binding pledge and assignment of the Trust Estate therein made for the security of payment of amounts representing principal, premium, if any, and interest payable with respect to the Bonds, have been done and performed, and the execution and delivery of this First Supplement and the execution and issuance of the Series 2015 Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST
WITNESSETH:

GRANTING CLAUSES

That the Trustee, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2015 Bonds by the owners thereof (the “Owners”), and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of amounts representing principal, premium, if any, and interest payable with respect to the Bonds issued and outstanding under the

Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Trustee of all the covenants, agreements and conditions in the Indenture, the Ground Lease and the Lease contained, does hereby transfer in trust, pledge, assign and grant a security interest unto the Trustee in the trusts created by the Indenture (said property being herein called the "Trust Estate");

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned, or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of Outstanding Bonds, without preference, priority or distinction as to lien or otherwise of any Bonds over any other Bond except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the Trustee shall well and truly pay, or cause to be paid, amounts representing principal, premium, if any, and interest with respect to all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in Article X of the Indenture), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions of the Indenture, then upon such final payment this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, the Indenture shall be and remain in full force and effect;

AND PROVIDED FURTHER, that, except as amended or modified by this First Supplement, the terms and provisions of the Original Indenture, as supplemented to and including the First Supplement remain in full force and effect as amended hereby.

THIS FIRST SUPPLEMENT FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee does hereby agree and covenant with the Lessee and with the respective Owners from time to time of the Bonds, as follows:

Section 1.

DEFINITIONS

Section 1.1. Definitions. Terms used in this First Supplemental Indenture of Trust with initial capital letters shall for all purposes of this First Supplemental Indenture of Trust have the meanings specified in the Original Indenture or this First Supplemental Indenture unless the context hereof clearly otherwise requires.

Section 1.2. Rules of Interpretation.

(A) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(B) All references in this First Supplement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of the Original Indenture as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this First Supplement as a whole and not to any particular Article, Section or subdivision.

Section 2.

SERIES 2015 BONDS

Section 2.1. Authorization of Series 2015 Bonds.

(A) There shall be issued and secured by the Indenture a series of Bonds for the purpose of providing funds to refund the Refunded Bonds to be designated as “Public Project Revenue Refunding Bonds, Series 2015 (City of Edina Annual Appropriation Lease Obligations)” (herein called the “Series 2015 Bonds”) in the aggregate principal amount of \$_____. The Series 2015 Bonds shall be dated initially as of July 15, 2015, shall mature on May 1 in the following years and stated principal amounts (subject to prior redemption as hereinafter provided in Article III), respectively, and shall evidence interests in the right to receive a proportionate share of the Rental Payments (determined by reference to such stated principal amounts with interest thereon at the following respective rates per annum):

<u>Maturity (May 1)</u>	<u>Stated Principal Amount</u>	<u>Interest Rate</u>
2016	\$	
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		

Interest with respect to the Series 2015 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months from the date of the Series 2015 Bonds or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and shall be payable on May 1 and November 1 in each year, beginning November 1, 2015.

(B) The Trustee is hereby designated as paying agent for the payment of amounts representing principal, premium, if any, and interest with respect to the Series 2015 Bonds.

(C) The Series 2015 Bonds shall be delivered to the Trustee for execution, together with the following:

(i) An original or certified copy of the resolution or resolutions adopted by the Authority Board authorizing or approving the issuance of the Series 2015 Bonds and the execution of this First Supplement.

(ii) An original executed counterpart of this First Supplement and the supplement to the Lease providing for additional Rental Payments sufficient to pay the principal of and interest on the Additional Bonds.

(iii) A request and authorization to the Trustee on behalf of the Authority to execute the Series 2015 Bonds and to deliver them to the purchaser upon payment of the purchase price thereof to the Trustee. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the purchaser and the amount of such purchase price.

(iv) An opinion of Dorsey & Whitney LLP, as counsel nationally recognized in the area of municipal finance, to the effect that amounts representing interest payable with respect to the Series 2015 Bonds are excludable from gross income for federal income tax purposes.

(v) An opinion of Dorsey & Whitney LLP, as counsel nationally recognized in the area of municipal finance, to the effect that the issuance of such Additional Bonds will not result in amounts representing interest payable with respect to any Bonds then Outstanding (including such Additional Bonds) becoming includable in gross income for federal income tax purposes.

(vi) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(D) When the documents described in subsection (C) of this Section have been filed with the Trustee, and when the Series 2015 Bonds have been executed as required by this Indenture, the Trustee shall deliver the Series 2015 Bonds to or upon the order of the Original Purchaser upon payment to the Trustee of the purchase price of the Series 2015 Bonds. The proceeds of the sale of the Series 2015 Bonds, including any accrued interest and premium thereon, shall be immediately paid over to the Trustee, and the Trustee shall deposit such proceeds in accordance with Article III hereof.

Section 2.2. Redemption of Series 2015 Bonds.

(A) Optional Redemption. Series 2015 Bonds, including portions thereof, maturing on May 1, 2025 and later years shall be subject to redemption prior to maturity, at the option of the Lessee, on May 1, 2024, and any date thereafter, in whole or in part, and if in part, in such order of maturity dates as the Authority may determine and by lot or other manner deemed fair

as to Series 2015 Bonds maturing on the same date, at a redemption price equal to the stated principal amount of the Series 2015 Bonds to be redeemed plus interest accrued thereon to the redemption date, without premium.

(B) Notice of Redemption. If the Bonds are to be redeemed pursuant to Section 2.2(A) hereof, and written notice of an election to exercise an option to redeem Bonds hereunder shall have been given to the Trustee at least 45 days prior by the Authority, the Trustee shall prepare a notice in the name of the Authority or in its own name describing the Outstanding Bonds to be redeemed, the date of redemption, and the redemption price. Notice of redemption shall be mailed by the Trustee, not less than thirty (30) days before the redemption date, by first-class mail, to the Owners of all Bonds which are to be redeemed, at their last addresses appearing upon the registry books of the Authority and shall be published to the extent required by law.

Section 2.3. Form Generally. The Series 2015 Bonds shall be in substantially the form set forth as Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Series 2015 Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 2.4. Book-Entry Only System. The Depository Trust Company, New York, New York (“DTC”) will act as securities depository for the Bonds. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each separate Stated Maturity set forth in Section 3.04. Upon initial issuance the ownership of such Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Bond Owners or registered owners of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds. With respect to Bonds registered in the registration books kept by the Trustee in the name of Cede & Co. as nominee of DTC, the County and the Trustee shall have no responsibility or obligation to any participant of DTC (a “Participant”) or to any Person for whom a Participant acquires an interest in the Bonds (a “Beneficial Owner”). Without limiting the immediately preceding sentence, the County and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other Person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant, any Beneficial Owner or any other Person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds.

The County and the Trustee may treat as and deem DTC, to be the absolute owner of each Bond for the purpose of payment of the principal of and premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Bond Owners as shown on the registration books kept by the Trustee, and all such payments shall be valid and effective to fully satisfy and discharge the County’s obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

No Person other than a Bond Owner, as shown on the registration books kept by the Trustee, shall receive a Bond evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to the Declaration of Trust. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., references to "Cede & Co." in this section shall refer to such new nominee of DTC.

Notwithstanding any other provision of the Declaration of Trust to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations.

Section 2.5. Termination of Book-Entry Only System. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the County and discharging its responsibilities with respect thereto under applicable law. The County may terminate the services of DTC with respect to the Bonds if it determines that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners.

Upon the termination of the services of DTC as provided in the preceding paragraph, and if no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Corporation, is willing and able to undertake such functions upon reasonable or customary terms, or if the Corporation determines that it is in the best interests of the Beneficial Owners of the Bonds that they be able to obtain certificates for the Bonds, the Bonds shall no longer be restricted to being registered in the registration books of the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Bond Owners shall designate at that time. To the extent that the Beneficial Owners are designated as the transferee by the Bond Owners, the Bonds will be delivered to the Beneficial Owners.

Section 3.

DEPOSIT OF SERIES 2015 BOND PROCEEDS

The proceeds received from the purchaser upon initial sale and delivery of the Series 2015 Bonds, including any amount representing accrued interest, shall be deposited simultaneously with the delivery of the Series 2015 Bonds, as follows:

(A) There shall be deposited in the Bond Fund the amount of \$_____, representing accrued interest, if any, and a rounding amount with respect to the Series 2015 Bonds.

(B) The sum of \$_____ shall be transmitted to the paying agent for the Series 2005 Bonds and applied, together with funds in the amount of \$_____ to the redemption of the outstanding Series 2005 Bonds on August 1, 2015.

(C) There shall be deposited in the Construction Fund the sum of \$_____, to be used to pay costs of issuance of the Series 2015 Bonds upon receipt of invoices or statements from the payees listed thereon; any of such moneys which have not been disbursed for costs of issuance by October 1, 2015 shall be deposited in the Bond Fund.

Section 4.

TRUSTEE

Section 4.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this First Supplement, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate Indenture, but only upon and subject to the express terms and conditions set forth in Article VIII of the Original Indenture, and no implied covenants or obligations shall be read into this First Supplement against the Trustee. The Trustee shall have no obligation to analyze any financial statements or other financial information provided by the Lessee under the Agreement or the Indenture; the Trustee's only obligation with respect thereto shall be to transmit such statements or information to the Underwriter or a requesting Bond Owner as provided herein.

Section 4.2. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefore and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent for the Series 2015 Bonds. Pursuant to the provisions of the Agreement, the Lessee has agreed to pay to the Trustee all fees, charges and expenses of the Trustee under the Indenture. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of, premium, if any, or interest with respect to any Bond, upon all money in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred and unpaid.

Section 5.

MISCELLANEOUS PROVISIONS

Section 5.1. Relationship to Original Indenture. Upon the execution and delivery of this First Supplement and the delivery of the Series 2015 Bonds to the purchaser, the Original Indenture and this First Supplement shall be construed as constituting a single instrument, unless a contrary intent is expressly indicated by the documents.

Section 5.2. Severability. If any provision of this First Supplement shall be held or deemed to be invalid, 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.

Section 5.3. Execution in Counterparts. This First Supplement 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 5.4. Governing Law. This First Supplement shall be governed exclusively by and be construed in accordance with applicable laws of the State of Minnesota.

IN WITNESS WHEREOF, the Edina Housing and Redevelopment Authority , by its Board of Commissioners, has caused this First Supplement to be signed in its name by its Chair and Secretary, and U.S. Bank National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Indenture to be signed in its name by an authorized officer of the Trustee, all as of the day and year first above written.

EDINA HOUSING AND REDEVELOPMENT
AUTHORITY

By _____
Chair

Attest _____
Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Its _____

EXHIBIT A

FORM OF SERIES 2015 BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF EDINA, COUNTY OF HENNEPIN

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

PUBLIC PROJECT REVENUE BOND, SERIES 2015
(CITY OF EDINA ANNUAL APPROPRIATION LEASE OBLIGATIONS)

R-____ \$_____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	May 1, 20__	July 15, 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

THE EDINA HOUSING AND REDEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Minnesota (the Authority), for value received, hereby promises to pay to the registered owner named above, or registered assigns, solely from the sources hereinafter identified, the principal amount set forth above on the maturity date specified above, and to pay to the registered owner hereof interest on such principal amount from such sources at the interest rate specified above from the date of original issue specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as specified below, on May 1 and November 1 of each year, commencing November 1, 2015, until said principal amount is paid. Interest shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) thirty (30) day months and shall be payable to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a Business Day) of the month preceding such Interest Payment Date at such person's address set forth on the registration books maintained by the Trustee hereinafter designated. The interest hereon and, upon presentation and surrender at the principal office of the

agent of the Trustee described below, the principal hereof are payable in lawful money of the United States of American by check or draft drawn on U.S. Bank National Association, of St. Paul, Minnesota as trustee designated under the Trust Indenture referred to below (the “Trustee”). Any such interest not punctually paid or provided for will cease to be payable to the registered owner as of a regular record date and such defaulted interest may be paid to the person in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest established by the Trustee pursuant to the Indenture.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Trustee shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the Authority.

This Bond is issued under Minnesota Statutes, Chapter 469 and Chapter 475, as amended, and in conformity with the provisions, restrictions and limitations thereof. This Bond does not constitute an indebtedness of the Authority, the City of Edina, Minnesota (the City), the County of Hennepin (the County), the State of Minnesota (the State) or any other political subdivision within the meaning of any state constitutional provision or statutory limitation, nor does this Bond give rise to a charge against the general credit or properties or taxing powers of the Authority, the City, the County, the State or other political subdivision and does not grant to the registered owner of this Bond any right to have the Authority, the City, the County, the State or other political subdivision levy any taxes or appropriate any funds for the payment of the principal hereof or interest hereon, nor is this Bond a general obligation of the Authority, the City, the County, the State or other political subdivision or the individual officers or agents thereof. This Bond and interest hereon are payable solely and only from the moneys received under the Lease (as hereinafter defined), or held by the Trustee in a Fund appropriated to the payment of the Bonds of this series under the Indenture (as hereinafter defined), including Rental Payments to be made by the City under such Lease.

This Bond is one of a duly authorized series of special obligation Bonds of an aggregate principal amount of \$_____ (the Series 2015 Bonds), all of which have been authorized by law to be issued and have been issued or are to be issued for the purpose of refinancing the costs of constructing and furnishing Recreational Facilities (the Facilities) which are leased to the City by the Authority pursuant to a Lease Agreement, dated as of August 1, 2005, as amended (the Lease), between the Authority, as lessor, and the City, as lessee. The Bonds of this series are issued pursuant to a Bond Resolution of the Authority duly adopted June 16, 2015, and a Trust Indenture (Recreational Facilities), dated as of August 1, 2005, as amended by a First Supplemental Indenture of Trust dated as of July 1, 2015 (the Indenture), duly executed and delivered by the Authority to the Trustee. The Bonds of this series are equally and ratably secured by the Lease, the Indenture and the Bond Resolution, to which Lease, Indenture and Bond Resolution and amendments thereof reference is hereby made for a description and limitation of the revenues pledged to secure the payment of the Bonds, the nature and extent of the security thereby created, the rights of the registered owners of the Bonds, the rights, duties and immunities of the Trustee, and the rights, immunities and obligations of the Authority thereunder. **The obligation of the City under the Lease to make Rental Payments sufficient**

to pay the principal of and interest on the Bonds when due is a limited obligation of the City, subject to the annual appropriation in each fiscal year by the City Council of funds sufficient to pay such Rental Payments. The City is not obligated to make any such appropriation and has the right to cancel and terminate the Lease at the end of any fiscal year of the City if the City Council does not appropriate moneys sufficient to pay the Rental Payments coming due in the next fiscal year. Certified copies of the Bond Resolution and executed counterparts of the Indenture and Lease are on file at the principal corporate trust office of the Trustee.

The Series 2015 Bonds maturing in 2025 and later years are subject to redemption at the option of the Authority, on May 1, 2024 and on any Business Day thereafter, in whole or in part in integral multiples of \$5,000, and if in part in such order of maturity dates as the Authority may determine and by lot or other manner deemed fair as to Series 2015 Bonds maturing on the same date, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date. Notice of any such redemption shall be published if, and to the extent, then required by law, and shall also be given to the registered owner of each Bond to be redeemed by first-class mail, addressed to such owner at the owner's registered address, not later than thirty (30) days prior to the date fixed for redemption. On or prior to the date fixed for redemption, funds are required to be deposited with the Trustee sufficient to pay the Bonds called and accrued interest thereon. Upon the happening of the above conditions, Bonds thus called shall not bear interest after the redemption date and, except for the purpose of payment from the funds so deposited, shall no longer be protected by the Indenture.

This Bond is transferable, as provided in the Indenture, only upon books of the Authority kept at the principal office of the agent of the Trustee by the registered owner hereof in person or by the owner's duly authorized attorney, upon surrender of this Bond for transfer at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or the owner's duly authorized attorney, and, upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, one or more fully registered Bonds of this series of the same principal amount and interest rate will be issued to the designated transferee or transferees.

The Series 2015 Bonds are issuable only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof of single maturities. As provided in the Indenture and subject to certain limitations therein set forth, the Bonds of this series are exchangeable for a like aggregate principal amount of Bonds of this series of a different authorized denomination, as requested by the registered owner or the owner's duly authorized attorney upon surrender thereof to the Trustee at its principal corporate trust office.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this Bond and the series of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by law.

This Bond shall not be valid nor become obligatory for any purpose under the Indenture until it shall have been authenticated by the execution of the Certificate hereon endorsed by the manual signature of an authorized representative of the Trustee.

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Edina, Minnesota, by its Board of Commissioners, has caused this Bond to be executed in its name by the facsimile signatures of its Chair and Secretary.

EDINA HOUSING AND REDEVELOPMENT
AUTHORITY

Chair

Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Indenture.

Date: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM -- as tenants in common

UTMA as Custodian for
(Cust) (Minor)

TEN ENT -- as tenants by the entireties

under Uniform Transfers to Minors Act
(State)

JT TEN -- as joint tenants with right of
survivorship and not as tenants
in common

Additional abbreviations may also be used.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

the within Certificate and all rights thereunder, and does hereby irrevocably constitute and
appoint _____
attorney to transfer the said Certificate on the books kept for registration of the within
Certificate, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this
assignment must correspond with the name as it
appears upon the face of the within Certificate in
every particular, without alteration or enlargement
or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an
"eligible guarantor institution" meeting the
requirements of the Registrar, which
requirements include membership or
participation in STAMP or such other
"signature guaranty program" as may be
determined by the Registrar in addition to or
in substitution for STAMP, all in
accordance with the Securities Exchange
Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER OF
ASSIGNEE:

Draft 06/ /2015

FIRST AMENDMENT TO LEASE-PURCHASE AGREEMENT

BETWEEN

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

As Lessor

and

CITY OF EDINA, MINNESOTA

As Lessee

Dated as of July 1, 2015

FIRST AMENDMENT TO LEASE-PURCHASE AGREEMENT

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FIRST AMENDMENT TO LEASE-PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE-PURCHASE AGREEMENT, dated as of July 1, 2015 (the “First Amendment”), between EDINA HOUSING AND REDEVELOPMENT AUTHORITY, a body corporate and politic of the State of Minnesota, having its principal office and address at Edina City Hall, Edina, Minnesota (the “Authority”), and CITY OF EDINA, a political subdivision of the State of Minnesota having its main office at the Edina City Hall, Edina, Minnesota (the “City”),

WITNESSETH:

WHEREAS, by a Lease Agreement dated as of August 1, 2005 (the “Original Lease Agreement”), the Authority has leased to the City the gymnasium facilities described in Exhibit B attached thereto.

WHEREAS, the Authority and U.S. Bank National Association have heretofore entered into an Indenture of Trust, dated as of August 1, 2005 (the “Original Indenture”), as supplemented and amended by a First Supplemental Indenture of Trust (collectively, the “Indenture”), pursuant to which the Authority issued its Public Project Revenue Bonds, Series 2005 (City of Edina Annual Appropriation Lease Obligations), in the aggregate principal amount of \$5,425,000 (the “Series 2005 Bonds”); and

WHEREAS, the Authority has determined to issue its Public Project Revenue Refunding Bonds, Series 2015 (City of Edina Annual Appropriation Lease Obligations), dated, as originally issued, as of July 15, 2015, in the aggregate principal amount of \$_____ (the “Series 2015 Bonds”), to be used to refund the 2016 through 2026 maturities of the Series 2005 Bonds (the “Refunded Bonds”) pursuant to a resolution adopted by the Authority on June 17, 2015; and

WHEREAS, pursuant to Section 2.10 of the Indenture, authorizing Additional Bonds, the Authority and City are required to deliver an amendment to the Original Lease Agreement providing for additional Rental Payments;

WHEREAS, pursuant to the foregoing, the Authority and the City desire to amend the Agreement upon the terms and conditions hereinafter set forth (the Original Lease Agreement as amended hereby, the “Lease Agreement”); and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Authority and the City do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Terms. In addition to any terms defined elsewhere in this First Amendment, capitalized words and terms used in this First Amendment shall have the meanings given to such words and terms in the Lease Agreement and Indenture, as amended (which definitions are hereby incorporated by reference).

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations Covenants and Warranties of Authority. The Authority represents and covenants as follows:

(a) The Constitution and the laws of the State authorize the Authority to enter into this First Amendment and the transactions contemplated hereby, and to carry out its obligations under the Lease.

(b) The officers of the Authority executing this First Amendment are duly authorized to execute and deliver this First Amendment under the Constitution and laws of the State.

(c) The Authority has complied and will comply with all open meeting laws, all public bidding laws and all other State and Federal Laws applicable to this First Amendment.

(d) So long as any of the Bonds remain Outstanding, the Authority will not enter into any lease, use agreement, management agreement or other contract which would cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code if the result would be that interest payable on the Bonds would become includable in gross income for federal income tax purposes.

(e) So long as any of the Bonds remain Outstanding, the Authority will not take or permit any of its officers to take any action with respect to the Lease or the Facilities which would cause interest on the Bonds to become includable in gross income of the recipient for federal income tax purposes under the Code, and will take all actions necessary to ensure that interest on the Bonds remains not includable in gross income of the recipient under the Code, insofar as it has the power and authority to take such actions.

(f) The execution and delivery of this First Amendment and the other agreements contemplated hereby to which the Authority is a party and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not conflict with, or constitute on the part of the Authority a

breach of, or a default under, any existing (i) law, or (ii) provisions of any legislative act or other proceeding establishing or relating to the establishment of the Authority or its affairs or its resolutions, or (iii) agreement, indenture, mortgage, lease or other instrument to which the Authority is subject or is a party or by which it is bound.

(g) No officer of the Authority who is authorized to take part in any manner in making this First Amendment or any contract contemplated hereby has a personal financial interest in or has personally and financially benefitted from the Lease or any such contract.

(h) There is not pending or threatened any suit, action or proceeding against or affecting the Authority before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Authority, of the Lease, any of the obligations of the Authority hereunder or any of the transactions contemplated hereby.

Section 2.2. Representations, Covenants and Warranties of City. The City represents and covenants as follows:

(a) The Constitution and the laws of the State authorize the City to enter into this First Amendment and the transactions contemplated hereby, and to carry out its obligations under the Lease.

(b) The officers of the City executing this First Amendment are duly authorized to execute and deliver this Lease under the Constitution and laws of the State.

(c) The City has complied and will comply with all open meeting laws, all public bidding laws and all other State and Federal Laws applicable to this First Amendment.

(d) The City will use the Facilities during the Lease Term only to perform essential governmental functions of the City, and will not enter into any sublease, use agreement, management agreement or other contract which would cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code if the result would be that interest payable on the Bonds would become includable in gross income for federal income tax purposes.

(e) During the Term of the Lease, the City will not take or permit any of its officers to take any action with respect to the Lease or the Facilities which would cause interest on the Bonds to become includable in gross income of the recipient for federal income tax purposes under the Code, and will take all actions necessary to ensure that interest on the Bonds remains excludable from gross income of the recipient under the Code, insofar as it has the power and authority to take such actions.

(f) The execution and delivery of this First Amendment and the other agreements contemplated hereby to which the City is a party and the consummation of

the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not conflict with, or constitute on the part of the City a breach of, or a default under, any existing (i) law, or (ii) provisions of any legislative act or other proceeding establishing or relating to the establishment of the City or its affairs or its resolutions, or (iii) agreement, indenture, mortgage, lease or other instrument to which the City is subject or is a party or by which it is bound.

(g) No officer of the City who is authorized to take part in any manner in making this First Amendment or any contract contemplated hereby has a personal financial interest in or has personally and financially benefitted from the Lease or any such contract.

(h) There is not pending or overtly threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the City, of the Lease, any of the obligations of the City hereunder or any of the transactions contemplated hereby.

(i) No event of nonappropriation or other financing lease termination has occurred in connection with any prior lease financing by the City.

ARTICLE III

AMENDMENTS

Section 3.1. Amendment of Original Agreement. Section 5.1 of the Original Lease is hereby amended to provide as follows:

The City shall, by wire transfer or ACH (automated clearing house) in immediately available funds, pay Rental Payments with respect to the Facilities as follows:

(a) On or before November 1, 2015, and semiannually thereafter on or before each May 1 and November 1, the City shall pay an amount equal to the interest, and principal, if any, due on the Bonds on the next succeeding Interest Payment Date.

(b) As a credit against the first interest payment otherwise required to be paid by the City to the Trustee pursuant to (a) of this Section 5.1, there shall be applied the proceeds of the Series 2015 Bonds initially deposited into the Bond Fund.

(c) On each May 1 and November 1, so long as no Event of Default has occurred and is continuing, the City shall have a credit against the Rental Payment otherwise due on said date to the extent of any investment profits or earnings which have been transferred or are otherwise available in the Bond Fund for such purpose.

(d) In the event the City shall have paid Rental Payments with respect to an Interest Payment Date, but the funds on deposit in the Bond Fund are nevertheless

insufficient to pay such principal, premium (if any) and interest on the Bonds then due or to become due on such Interest Payment Date, the City will forthwith pay as Rental Payments the amount of the deficiency.

The Rental Payments provided for in this Section 5.1 shall be paid directly to the Trustee at its corporate trust office for the account of the City for deposit in the Bond Fund as provided in the Indenture.

The Original Lease, as amended, is further amended as provided herein, effective as of July 1, 2015. Except as amended hereby, the Original Lease, as amended, remains in full force and effect, and from and after the date of this First Amendment, the Original Lease, as amended to and including this First Amendment shall be construed as one instrument and shall be referred to together as the Lease.

Section 3.2. Governing Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Minnesota.

Section 3.3. Binding Effect. This First Amendment shall be binding upon and shall inure to the benefit of the Trustee and the Lessee and their respective successors and assigns.

Section 3.4. Severability. If for any reason any provision of this First Amendment shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 3.5. Execution in Counterparts. This First Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

EDINA HOUSING AND REDEVELOPMENT
AUTHORITY

By _____
Chair

Attest: _____
Secretary

CITY OF EDINA, MINNESOTA

By _____
Mayor

And _____
City Manager

