

DISTRICT PLEDGE AGREEMENT

This DISTRICT PLEDGE AGREEMENT (this “Pledge Agreement”), is made and entered into and dated as of April 26, 2017 between the CITY OF LOVELAND, COLORADO, a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State of Colorado and under the Charter of the City (the “City”) and the FOUNDRY LOVELAND METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

Any capitalized term which is used, but not defined, in these Recitals shall have the meaning given in the section entitled: DEFINITIONS.

WHEREAS, the City is a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State of Colorado (the “State”) and under the Charter of the City and is a political subdivision of the State; and

WHEREAS, the District is duly organized and existing as a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, et. seq., C.R.S. (the “Special District Act”); and

WHEREAS, the formation of the District was approved by the City in conjunction with the approval of its Service Plan pursuant to the Special District Act and the District was organized with the approval of its respective electors, such approvals fully contemplating cooperation among the District and the City as provided herein; and

WHEREAS, the City and The Foundry Loveland, LLC, a Colorado Limited Liability Company (the “Developer”) have entered into a Disposition and Redevelopment Agreement, dated December 13, 2016, as amended (the “DRA”) relating to the acquisition, construction, installation, equipping and improvement of a project located within the City and known as the Foundry Project (the “Foundry Project”) as further set forth in the DRA; and

WHEREAS, pursuant to the terms and provisions of the DRA, the City has agreed to pay or reimburse the Developer for the acquisition, construction and installation of certain Eligible Public Improvements (as defined therein) located within the Foundry Project, subject to the terms and provisions thereof; and

WHEREAS, pursuant to the terms and provisions of the DRA, the Developer has agreed to construct a Parking Facility, that will be owned by the City, that will be located within the Foundry Project and which will constitute an Eligible Public Improvement under the DRA; and

WHEREAS, the City Council determined that it was in the best interest of the City to finance a portion of the Eligible Public Improvements under the DRA, including the construction of the Parking Facility, by entering into a lease purchase financing with Compass Mortgage Corporation, an Alabama corporation (the “Initial Purchaser”); and

WHEREAS, in connection with the lease financing, the City entered into a Site and Improvement Lease, dated March 14, 2017 (the "Site Lease") with U.S. Bank National Association, as trustee (the "Trustee") under the Indenture (hereinafter defined) pursuant to which the City leased the Leased Property (as defined therein) to the Trustee, and (b) the City entered into a Lease Purchase Agreement, dated March 14, 2017 (the "Lease") pursuant to which the Trustee leased back the Leased Property to the City; and

WHEREAS, pending completion of the Parking Facility, the initial Leased Property under the Site Lease and the Lease consists of: (a) City Hall located at 500 East 3rd Street, (b) the Fire Administration Building located at 410 East 5th Street, and (c) the Municipal Operations Center located at 105 West 5th Street (collectively, the "City Property"); and

WHEREAS, the Site Lease and the Lease provide that once the construction of the Parking Facility has been completed in accordance with the DRA, and certain other conditions are satisfied, as set forth therein, the Parking Facility will be substituted for the City Property as the Leased Property under the Site Lease and the Lease; and

WHEREAS, one of the conditions that must be satisfied prior to substituting the Parking Facility as Leased Property under the Site Lease and the Lease is that the District enter into this Pledge Agreement with the City setting forth certain terms and conditions, as further set forth in the Lease; and

WHEREAS, the Trustee has entered into an Indenture of Trust, dated March 14, 2017 (the "Indenture") pursuant to which there were executed and delivered certain Certificates of Participation, Series 2017 (the "Certificates") that evidence proportionate interests in the right to receive certain revenues under the Lease; and

WHEREAS, the Certificates were purchased by the Initial Purchaser; and

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), the City and the District may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of collection of taxes and the incurring of debt; and

WHEREAS, pursuant to the DRA, the District is required to impose the District Debt Service Mill Levy in the amount of twenty five (25) mills on the taxable property of the District and to remit the District Property Tax Revenues and the District Specific Ownership Taxes to the City, or its' designee; and

WHEREAS, the District's obligation to impose the District Debt Service Mill Levy and its agreement to remit the District Property Tax Revenues and the District Specific Ownership Taxes to the City, or its designee, as provided in this Pledge Agreement has been authorized by the electors of the District at an election held on November 8, 2017; and all governmental approvals necessary for the District to make the pledges hereunder have been obtained; and

WHEREAS, the District hereby determines that the execution of this Pledge Agreement, and the development of the Foundry Project pursuant to the terms and provisions of the DRA are in the best interests of its residents, property owners, and taxpayers; and

WHEREAS, in consideration of the City's financing the Eligible Improvements in accordance with the terms and provisions of the DRA, and applying the net proceeds of the Certificates to such payment or reimbursement, the District by the terms of this Pledge Agreement will pledge the District Pledged Revenue to the City, or its designee, and covenant to take certain actions with respect to generating such revenues, for the benefit of the City or its designee; and

WHEREAS, the District hereby elects to apply all applicable provisions of the Supplemental Act to this Pledge Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

DEFINITIONS. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized in the text of this Pledge Agreement shall have the respective meanings set forth below:

“Authority” means the Loveland Urban Renewal Authority, a body corporate and politic of the State of Colorado duly organized and existing as an urban renewal authority under the laws of the State.

“Bonds” means any bonds, certificates of participation, securities or other obligations issued or incurred by the City or the Authority to finance or refinance all or a portion of the Eligible Costs (as defined in the DRA) in accordance with the terms and provisions of the DRA, including any bonds, certificates of participation, securities or other obligations or securities issued by the City or the Authority to refund any such Bonds. The Certificates constitute “Bonds” for purposes of the DRA and this Pledge Agreement.

“Certificates” means the “Certificates of Participation, Series 2017, Evidencing Proportionate Interests in the Base Rentals and other Revenues” under an annually renewable Lease Purchase Agreement dated as of March 14, 2017, between U.S. Bank National Association, solely in its capacity as trustee under the Indenture, as lessor, and the City of Loveland, Colorado, as lessee” dated as of March 14, 2017, and executed and delivered pursuant to the Indenture.

“City” means the City of Loveland, Colorado, a municipal corporation and a home rule city under Article XX of the Constitution of the State of Colorado.

“Developer” means The Foundry Loveland, LLC, a Colorado limited liability company, and any successors and assigns approved in accordance with the DRA.

“District Debt Service Mill Levy” means a property tax levy imposed by the District in a minimum amount of twenty-five (25) mills levied by the District on the taxable property of the District. The District Debt Service Mill Levy rate may be adjusted as set forth in the Service Plan to take into account legislative or constitutionally imposed adjustments in assessed values or their method of calculation so that, to the extent possible, the revenue produced by such District Debt Service Mill Levy is neither diminished nor enhanced as a result of such changes.

“District Pledged Revenue” means, collectively, (a) the District Property Tax Revenues, and (b) the District Specific Ownership Taxes.

“District Property Tax Revenues” means the property tax revenues produced by the District Debt Service Mill Levy.

“District Specific Ownership Taxes” means the specific ownership tax revenues received by the District in each year pursuant to § 42-3-107, C.R.S. that is attributable to the dollar amount of ad valorem taxes generated from the District Debt Service Mill Levy.

“DRA” means the Disposition and Redevelopment Agreement between the City and the Developer dated December 13, 2016, as amended from time to time.

“Eligible Costs” shall have the meaning set forth in the DRA.

“Indenture” means the Indenture of Trust, dated as of March 14, 2017, entered into by the Trustee, as the same may be amended or supplemented.

“Initial Purchaser” means Compass Mortgage Corporation, an Alabama corporation, and its successors, as the initial purchaser of all the Certificates. All references to the Initial Purchaser hereunder shall be applicable for so long as, and only to the extent that, the Initial Purchaser is the sole owner of all outstanding Certificates. All references herein to the Initial Purchaser shall be of no force and effect in the event that the Initial Purchaser is not the sole owner of all outstanding Certificates.

“Lease” means the Lease Purchase Agreement dated March 14, 2017, between U.S. Bank National Association, as trustee, as lessor and the City, as lessee, as the same may be amended.

“Parking Facility” means a parking garage with not less than 460 parking spaces, which shall be owned by the City, which shall constitute an Eligible Public Improvement under the DRA.

“Service Plan” means the service plan for the District, as amended from time to time.

“Site Lease” means the Site and Improvement Lease Agreement dated as of March 14, 2017, between the City, as lessor and U.S. Bank National Association, as trustee, as lessee, as the same may be amended.

“**Special District Act**” means Section 32-1-101, *et seq.*, C.R.S., as amended from time to time.

“**Supplemental Act**” means the Supplemental Public Securities Act, Section 11-57-201, *et seq.*, C.R.S., as amended from time to time.

“**Trustee**” means U.S. Bank National Association, or its successors or assigns, as trustee under the Indenture.

Section 1. **City Covenants.** The City has executed and delivered the Site Lease and the Lease and facilitated the execution and delivery of the Certificates by the Trustee all in furtherance of the Foundry Project. The City hereby certifies that the Certificates have been executed and delivered the net proceeds thereof in the amount of \$14,481,856.75 have been remitted to the City, and the City hereby covenants that such amounts shall be applied by the City to the payment or reimbursement of Eligible Costs, subject to the terms and provisions of the DRA.

Section 2. **District Covenants.** In accordance with the DRA and in furtherance of the Foundry Project, the District hereby covenants as follows:

(a) The District shall impose the District Debt Service Mill Levy for so long as the Lease or Site Lease remain in effect or for so long as any obligations issued to refund the Certificates or any other Bonds issued by the City or the Authority remain outstanding.

(b) To the extent received by the District, the District hereby pledges and shall remit the District Pledged Revenues to the City, or its designee, for so long as the Lease remains in full force and effect or for so long as any obligations issued to refund the Certificates or any other Bonds issued by the City or the Authority remain outstanding. The District hereby pledges the District Pledged Revenues to the City, or its designee, for so long as the Lease remains in full force and effect or for so long as any obligations issued to refund the Certificates or any other Bonds issued by the City or the Authority remain outstanding. The obligation of the District to pay to the City, or its designee, the District Pledged Revenue as set forth in this Section 2(b) shall constitute an irrevocable lien upon the District Pledged Revenue, to the extent the same are received by or otherwise credited to the District.

(c) To the extent that the Parking Facility constitutes Leased Property under the Site Lease and the Lease, and in the event that the Lease is terminated and the Site Lease remains in full force and effect, the District hereby pledges and shall remit any District Property Tax Revenues received by the District directly to the Trustee. The obligation of the District to pay to the Trustee the District Property Tax Revenue as set forth in this Section 2(c) shall constitute an irrevocable lien upon the District Property Tax Revenue, to the extent the same are received by or otherwise credited to the District.

The District hereby elects to apply all of the provisions of the Supplemental Act to this Pledge Agreement and its obligation (i) to pay the City, or its designee, the District Pledged Revenue or (ii) to pay the Trustee the District Property Tax Revenue as provided herein.

Section 3. **Imposition of the District Debt Service Mill Levy.** It shall be the duty of the District annually at the time and in the manner provided by law for the levying of its taxes, if such action shall be necessary to effectuate the provisions of this Pledge Agreement, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes herein specified, and to require its officers to cause the appropriate officials to levy, extend and collect said ad valorem taxes in the manner provided by law for the purpose of providing funds for the payment of the amounts to be paid hereunder promptly as the same, respectively, become due. Said taxes, when collected, shall be applied only to the payment of the amounts to be paid hereunder in accordance with the provisions of this Pledge Agreement.

The District Debt Service Mill Levy shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State. Further, the Districts shall pursue all reasonable remedies to collect or cause the collection of, delinquent District Pledged Revenue.

Section 4. **Payment of the District Pledged Revenue.** Except as provided in Section 2(c) hereof, the District hereby agrees to remit to the City, as soon as practicable upon receipt by the District, all revenues comprising the District Pledged Revenue. To the extent that the District is remitting District Property Tax Revenues to the Trustee pursuant to Section 2(c) hereof, the District agrees to remit to the Trustee, as soon as practicable upon receipt by the District, all District Property Tax Revenues.

Section 5. **Effectuation of Security, Current Appropriation.** The sums herein required to pay the amounts due hereunder from the District to the City, or the amounts due from the District to the Trustee, as the case may be, are hereby appropriated for that purpose, and said amounts for each year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the Board of Directors of the District in each year in which such sums are required to be paid. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Pledge Agreement shall in any manner be construed as limiting or impairing the obligation of the District to levy the District Debt Service Mill Levy, or as limiting or impairing the obligation of the District to administer, enforce and collect the ad valorem property taxes as provided herein.

In addition, and without limiting the generality of the foregoing, the obligations of the District to transfer funds to the City or the Trustee for each payment described herein shall survive any court determination of the invalidity of this Pledge Agreement as a result of a failure, or alleged failure, of any of the directors of the District to properly disclose, pursuant to State law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of the District meetings as set forth in the District's official minutes.

Section 6. **Limited Defenses; Specific Performance.** It is understood and agreed by the District that its obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and so long as any obligation of the District hereunder remains unfulfilled, the District agrees notwithstanding any fact, circumstance, dispute, or any other matter, or an Event of Default by the City hereunder, that it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its payment obligations, or take or fail to take any

action which would delay a payment to the City or the Trustee, or impair the City's or the Trustee's, ability to receive payments due hereunder. Notwithstanding that this Pledge Agreement specifically prohibits and limits defenses and claims of the District, in the event the District believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 6, it shall, nevertheless, make all payments to the City or the Trustee as described herein and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 7. **Additional Covenants of the District.**

(a) The District will not issue or incur bonds, notes or other obligations payable in whole or in part from, or constituting a lien upon the District Debt Service Mill Levy or the District Pledged Revenue. Nothing herein shall limit the District's ability to issue or incur bonds, notes, or other obligations payable from revenues of the District other than the District Debt Service Mill Levy or the District Pledged Revenue, subject to the prior written approval of the City Council, as required by Section III.B.3 of the Service Plan.

(b) The District shall keep proper and current records, books and accounts in which complete and accurate entries shall be made of the receipt of the revenues from the District Debt Service Mill Levy and the District Specific Ownership Tax. All such records, books and accounts relating to the District Debt Service Mill Levy and District Specific Ownership Tax Revenues shall at all reasonable times be open to inspection by the City or its agents, and the Trustee (to the extent that the District is required to make payments to the Trustee pursuant to Section 2(c) hereof).

(c) The District agrees that no property will be excluded from the boundaries of the District without the prior written consent of the City. To the extent that the District is required to make payments to the Trustee pursuant to Section 2(c) hereof, the District agrees that no property will be excluded from the boundaries of the District without the prior written consent of the Trustee.

(d) At least once a year in the time and manner provided by law, the District will cause an audit or audit exemption to be performed of the records relating to revenues and expenditures of the District. In addition, at least once a year in the time and manner provided by law, the District will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

Section 8. **Representations and Warranties of the District.** The District hereby represents and warrants that:

(a) It is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State.

(b) It has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Pledge Agreement. Its execution, delivery, and performance of this Pledge Agreement have been duly authorized by all necessary action.

(c) It is not in violation of any applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the District to perform its obligations hereunder. The execution, delivery and performance by it of this Pledge Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of it in a manner that could reasonably be expected to result in a material adverse effect on its ability to perform its obligations hereunder or its operations or financial condition, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of it pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which it is a party or which purports to be binding upon it or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations hereunder or its operations or financial condition.

(d) It has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for its execution, delivery, and performance of this Pledge Agreement.

(e) There is no action, suit, inquiry, investigation, or proceeding to which it is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to its knowledge, is threatened, in connection with any of the transactions contemplated by this Pledge Agreement nor, to its knowledge, is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the District to perform its obligations under, this Pledge Agreement.

(f) This Pledge Agreement constitutes the legal, valid, and binding obligation of the District, enforceable against the District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

Section 9. **Events of Non-Compliance.** The occurrence or existence of any one or more of the following events shall be an “Event of Non-Compliance” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

(a) the District fails or refuses to impose the District Debt Service Mill Levy or the District fails to remit the District Property Tax Revenue or the District Specific Ownership Taxes as required by the terms of this Pledge Agreement;

(b) any representation or warranty made by the District or the City in this Pledge Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon the other Party;

(c) the District fails in the performance of any other of its covenants in this Pledge Agreement, and such failure continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the other Party hereto;

(d) the District commences proceedings for dissolution or consolidation with another metropolitan district during the term of this Pledge Agreement without the prior written consent of the City; or

(e) (i) the District shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or making a general assignment for the benefit of its or their creditors; or (ii) there shall be commenced against the District any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against the District any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its or their property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) the District shall take action in furtherance of, or indicating its or their consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the District shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

Section 10. **Remedies for Events of Non-Compliance.** Subject to Section 6 hereof, upon the occurrence and continuance of an Event of Non-Compliance, any Party may proceed to protect and enforce its rights against the Party causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing Party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

With a copy to: City Attorney
City of Loveland
500 East Third Street, Suite 330
Loveland, CO 80537
Facsimile No.: 970-962-2900

The District: Pinnacle Consulting Group
1627 East 18th Street
Loveland, CO 80538
Attention: District Manager

With a copy to: Icenogle Seaver Pogue
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attention: Alan Pogue

The Trustee, U.S. Bank National Association
950 17th Street
Denver, CO 80202
Attention: Global Corporate Trust Services

The Initial Purchaser: Compass Mortgage Corporation
3131 South College Avenue, Suite 210
Fort Collins, Colorado 80525
Attention: Commercial Banking

All notices or documents delivered or required to be delivered under the provisions of this Pledge Agreement shall be deemed received one day after hand delivery or three days after mailing. Any Party by written notice so provided may designate any further or different means of communication or addresses to which subsequent notices, certificates or other communications shall be sent.

Section 17. **Miscellaneous.**

(a) This Pledge Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Pledge Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Pledge Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Pledge Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Pledge Agreement.

(b) If any term or provision of this Pledge Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Pledge Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Pledge Agreement. If any provision or part thereof of this Pledge Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) To the extent that the Parking Facility constitutes Leased Property under the Site Lease, the Trustee and the Initial Purchaser shall be third party beneficiaries of this Pledge Agreement. To the extent that additional Bonds are issued pursuant to the DRA, the bond holders or trustees in connection with such Bonds shall also be third party beneficiaries of this Pledge Agreement.

(d) This Pledge Agreement may not be assigned or transferred by any Party without the prior written consent of the other Party. To the extent that the Parking Facility constitutes Leased Property under the Site Lease, this Pledge Agreement shall not be assigned or transferred by any Party without the prior written consent of the Trustee and the Initial Purchaser.

(e) This Pledge Agreement shall be governed by and construed under the applicable laws of the State.

(f) This Pledge Agreement may only be amended or supplemented in writing by an instrument executed by the Parties hereto. To the extent that the Parking Facility constitutes Leased Property under the Site Lease, this Pledge Agreement shall not be subject to amendment without the prior written consent of the Trustee and the Initial Purchaser.

(g) If the date for making any payment or performing any action hereunder shall be a legal holiday or a day on which banks in Denver, Colorado are authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which banks in Denver, Colorado are authorized or required by law to remain closed.

(h) Each Party has participated fully in the review and revision of this Pledge Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Pledge Agreement. The language in this Pledge Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

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

(j) Each Party covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 18. **Termination**. This Pledge Agreement shall terminate on the later of: (a) the date the Certificates have been paid in full or defeased, (b) the date that the Site Lease is no longer in full force and effect, and (c) the date that all Bonds issued by the City or the Authority pursuant to the terms and provisions of the DRA are no longer outstanding.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the City and the District have executed this Pledge Agreement as of the day and year first above written.

FOUNDRY LOVELAND METROPOLITAN DISTRICT

SK Stearman

President

ATTEST:

Rachael France

Secretary

CITY OF LOVELAND, COLORADO

Stephen Adams

City Manager



[Signature]

Acting City Clerk

APPROVED AS TO FORM:

[Signature]

City Attorney