

AMENDED GENERAL OBLIGATION NOTE (MPCA)  
(Kandiyohi County SSTS Upgrades Project)

FOR VALUE RECEIVED, the undersigned, Kandiyohi County, Minnesota (the “Sponsor”), promises to pay to the order of the Minnesota Pollution Control Agency (the “MPCA”), or its successors and assigns, the principal sum equal to the sum of the amounts entered on Schedule A hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of zero percent (0%) per annum on the unpaid principal balance until paid, unless any Note Payment provided for in Schedule B hereto is not paid when due, in which case the principal balance of this Note shall bear interest at the rate of two percent (2%) per annum, calculated on the basis of a 360-day year made up of 12 months of 30 days each, commencing on the day following the date on which such Note Payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA. The principal balance of the Note and interest thereon at the rate of zero percent (0%) per annum shall be payable in semiannual installments of \$100,000.00 each, payable on June 15 and December 15 in each year, commencing December 15, 2022 (the “Note Payment Dates”), all subject to revision as required by that certain Project Implementation Loan Agreement No. SRF0314, as amended by Amendment No. 1 to Loan Agreement No. SRF0314 (as amended, the “MPCA Agreement”), and any replacement thereof or amendment thereto between the Sponsor and the MPCA. Interest, if any, which has accrued on the Note at a rate in excess of zero percent (0%) per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under “Total Note Payment.” Upon each disbursement of Loan amounts to the Sponsor pursuant to the MPCA Agreement, the MPCA shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the MPCA Agreement, including such disbursement, under “Total Amount Advanced.” The principal balance of this Note from time to time shall be equal to the Total Amount Advanced, less the total of all Note Payments then and theretofore made by the Sponsor, and less the amount of any redemptions of principal then or theretofore made as provided below. The MPCA shall prepare Schedule B and revised Schedules B, or cause Schedule B and revised Schedules B to be prepared, as provided in the MPCA Agreement. The maximum principal amount of the Note is \$2,000,000.

All payments under this Note shall be payable at MPCA, 520 Lafayette Road, in St. Paul, Minnesota, or such other place as the MPCA may designate in writing.

This Note is issued pursuant to resolutions adopted by the Board of Commissioners of the Sponsor on June 5, 2018 and July 21, 2020, respectively (the “Resolutions”), by authority of and in strict conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 103D and Sections 103F.701 to 103F.761, as amended, and pursuant to the MPCA Agreement, the terms and provisions of which are incorporated herein by reference.

The principal balance of this Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than thirty (30) days written notice to the MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price equal to the

principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000, and the MPCA shall revise Schedule B to reflect such partial redemptions and prepayments.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Note in order to make it a valid and binding general obligation of the Sponsor in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the Sponsor has, in and by the Resolutions and the MPCA Agreement, covenanted and agreed that it will enter into Project Loan Agreements, by which the proceeds of this Note will be lent to Eligible Participants or to Eligible Lenders to be reloaned to Eligible Participants for the purposes set forth in the MPCA Agreement; the repayments of principal and interest on the Loans are anticipated to be received at the times and in the amounts required to produce amounts adequate to pay all principal and interest, if any, when due on the Note, but this Note is a general obligation of the Sponsor and the full faith, credit and taxing powers of the Sponsor have been pledged to the payment of principal and interest when due, and ad valorem taxes, if necessary for such purpose, will be levied upon all taxable property in the Sponsor, without limitation as to rate or amount; that all proceedings relative to the improvements financed by this Note have been or will be taken according to law; that the issuance of this Note, together with all other indebtedness of the Sponsor outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Sponsor to exceed any constitutional or statutory limitation of indebtedness.

In the event of default in the payment of this Note and if the same is collected by an attorney at law, the Sponsor agrees to pay all costs of collection, including a reasonable attorney's fee.

The Sponsor hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Minnesota. Signed this 21<sup>st</sup> day of July, 2020.

Attest:

KANDIYOHI COUNTY, MINNESOTA

\_\_\_\_\_  
County Auditor / Treasurer

By:

\_\_\_\_\_  
Chairperson

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

<u>Date</u>	<u>Advances</u>	Total Amount <u>Advanced</u>	Notation <u>Made By</u>
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SCHEDULE B

SCHEDULED NOTE PAYMENTS

<u>Year</u> <u>( Semiannual</u> <u>Payments)</u>	<u>Payment</u> <u>Due Date</u>	<u>Payment</u> <u>Amount Due</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u> <u>Loan Balance</u>
					\$ 2,000,000.00
1	12/15/2022	\$100,000.00	\$ 100,000.00	\$0.00	\$ 1,900,000.00
	6/15/2023	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,800,000.00
2	12/15/2023	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,700,000.00
	6/15/2024	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,600,000.00
3	12/15/2024	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,500,000.00
	6/15/2025	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,400,000.00
4	12/15/2025	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,300,000.00
	6/15/2026	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,200,000.00
5	12/15/2026	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,100,000.00
	6/15/2027	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 1,000,000.00
6	12/15/2027	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 900,000.00
	6/15/2028	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 800,000.00
7	12/15/2028	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 700,000.00
	6/15/2029	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 600,000.00
8	12/15/2029	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 500,000.00
	6/15/2030	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 400,000.00
9	12/15/2030	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 300,000.00
	6/15/2031	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 200,000.00
10	12/15/2031	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ 100,000.00
	6/15/2032	\$ 100,000.00	\$ 100,000.00	\$0.00	\$ -
<b>Totals</b>		<b>\$ 2,000,000.00</b>	<b>\$ 2,000,000.00</b>	<b>\$0.00</b>	<b>\$ -</b>