

SCHEDULE

to the

ISDA Master Agreement

dated as of August [___], 2016, between

U.S. BANK NATIONAL ASSOCIATION,
a national banking association organized under and existing
under the laws of the United States of America

(“Party A”)

and

COLORADO SPRINGS URBAN RENEWAL AUTHORITY,
a body corporate and politic organized and existing
under the laws of the State of Colorado

(“Party B”)

Part 1. Termination Provisions.

In this Agreement:—

- (a) **“Specified Entity”** means in relation to Party A for the purpose of Sections 5(a)(v), 5(a)(vi), 5(a)(vii) and 5(b)(ii): None.

and in relation to Party B for the purpose of Sections 5(a)(v), 5(a)(vi), 5(a)(vii) and 5(b)(ii): None.
- (b) **“Specified Transaction”** will have the meaning specified in Section 12 of this Agreement.
- (c) The **“Cross Default”** provisions of Section 5(a)(vi) will apply to Party A and will apply to Party B.

The following provisions apply:—

“Specified Indebtedness” means any obligation in respect of borrowed money or for the payment or repayment of money or relating to the delivery of funds, securities or other property (including, without limitation, collateral); provided that, in the case of Party B, Specified Indebtedness shall be limited to Senior Payment Obligations (as defined in the

Credit Agreement (as hereinafter defined)); provided, further that, in the case of Party A, Specified Indebtedness shall not include deposits received in the course of Party A's ordinary banking business.

"Threshold Amount" means, (i) with respect to Party A, three percent (3%) of the shareholders' equity of U.S. Bancorp, and (ii) with respect to Party B, zero; provided that, the Threshold Amount with respect to any Specified Indebtedness between Party A and Party B shall be zero.

- (d) The **"Credit Event Upon Merger"** provisions of Section 5(b)(ii) will apply to Party A and will apply to Party B.
- (e) The **"Automatic Early Termination"** provisions of Section 6(a) will not apply to Party A and will not apply to Party B.
- (f) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement, Market Quotation and the Second Method will apply.
- (g) **Additional Termination Event** will apply. The following shall constitute Additional Termination Events:
 - (i) **Amendment to Covered Indenture.** Party B fails for any reason to obtain the prior written consent of Party A in its capacity as swap provider to any amendment, supplement, modification or waiver of the Covered Indenture. For the purpose of this Additional Termination Event, Party B shall be the sole Affected Party.
 - (ii) **Failure to be a lender.** The Credit Agreement ceases to be in full force and effect; or Party B ceases to have any obligations to Party A or any of its Affiliates under the Credit Agreement, whether as the result of the repayment, discharge or satisfaction of such obligations, the sale or transfer to a third party of Party A's rights or interests in the Credit Agreement, or otherwise; or either Party A or any of Party A's Affiliates or Party B ceases to be a party to the Credit Agreement; provided that, if any event set forth in this Part 1(g)(ii) occurs solely as a result of Party A's selling or transferring any of its rights or interests in or under the Credit Agreement to a third party, where no Rate Increase Event has occurred and is continuing under the Credit Agreement, no Additional Termination Event shall occur under this Part 1(g)(ii). For the purpose of this Additional Termination Event, Party B shall be the sole Affected Party.
 - (iii) **Failure to be Secured.** (A) Party B's obligations to Party A under this Agreement fail at any time to be secured by the collateral which secures the loan under the Credit Agreement from time to time ("Collateral") on the same terms in all relevant respects as set forth in the Senior Custodial Agreement; or

(B) any notice or consent is given or any action is taken without the consent of Party A that (I) would cause the Collateral, or the security interest in or lien on the Collateral, to be released, realized upon, liquidated, sold, transferred, conveyed or otherwise disposed of, whether as the result of any repayment of the loan or pursuant to the terms of the Covered Indenture, or otherwise, or (II) would adversely alter or impair any of Party A's rights, interests or benefits in or pertaining to the Collateral under the Credit Agreement, or any other document executed in connection therewith (whether such action is in the form of any amendment, modification, waiver, approval, consent or otherwise). .

For the purpose of this Additional Termination Event, Party B shall be the sole Affected Party.

(h) ***Events of Default.***

(i) ***Bankruptcy.*** Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:—

“(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of a Government Entity, any Credit Support Provider of such Government Entity or any applicable Specified Entity of such Government Entity, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;”.

(ii) ***Merger Without Assumption.*** Section 5(a)(viii) of this Agreement is hereby amended to read in its entirety as follows:—

“(viii) ***Merger Without Assumption.*** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if such party is a Government Entity, an entity such as an organization, board, commission, authority, agency, or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such party) and, at the time of such consolidation, amalgamation, merger, transfer or succession:—

(1) the resulting, surviving, transferee, or successor entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor

was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Agreement.”

(iii) **Modification to Section 5(a)(v) and 5(a)(vi).** An Event of Default shall not occur with respect to a party under Section 5(a)(v)(1) or (2) or Section 5(a)(vi) when the failure to pay or deliver, or the default, event of default or other similar condition or event, as the case may be, (i) arises solely out of a wire transfer problem or an operational or administrative error or omission (so long as the required funds or property required to make that payment or delivery were otherwise available to that party), (ii) payment or delivery is made within three (3) Local Business Days of its original due date, and (iii) such failure to pay or deliver, default, event of default or other similar condition or event has not resulted in the acceleration or early termination of Specified Indebtedness.

(i) **Termination Events.** Section 5(b)(ii) of this Agreement is hereby amended to read in its entirety as follows:—

“(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if X is a Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X, any Credit Support Provider of X or any Specified Entity of X) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving, transferee or successor entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or”.

Part 2. Agreement to Deliver Documents.

For the purpose of Section 4(a) of this Agreement, each party agrees to deliver the following documents, as applicable:—

<u>Party required to deliver document</u>	<u>Form/Document/Certificate</u>	<u>Date by which to be Delivered</u>	<u>Covered by Section 3(d)</u>
Party A	An opinion of counsel to Party A in form and substance reasonably acceptable to Party A and	Prior to the execution of this Agreement and, with respect to each Transaction, prior to the execution of such Transaction.	No

<u>Party required to deliver document</u>	<u>Form/Document/Certificate</u>	<u>Date by which to be Delivered</u>	<u>Covered by Section 3(d)</u>
	Party B.		
Party B	An opinion of counsel to Party B in form and substance reasonably acceptable to Party A and Party B.	Prior to the execution of this Agreement and, with respect to each Transaction, prior to the execution of such Transaction.	No
Party B	Evidence reasonably satisfactory to Party A of the (i) authority of Party B to enter into the Agreement and any Transactions and (ii) the authority and genuine signature of the individual signing the Agreement on behalf of Party B to execute the same.	Prior to the execution of this Agreement and, with respect to each Transaction, prior to the execution of such Transaction.	Yes
Party B	A certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of Party B, certified by an appropriate official of Party B, pursuant to which Party B is authorized to enter into this Agreement and each Transaction.	Prior to the execution of this Agreement and, with respect to each Transaction, prior to the execution of such Transaction.	Yes
Party B	Consolidated and consolidating balance sheet and income statements – quarterly (unaudited) and annually (audited).	Quarterlies shall be delivered within sixty (60) days of the end of each fiscal quarter and annuals shall be delivered within ninety (90) days of the end of each fiscal year.	Yes
Party A and Party B	Duly executed copies of each Credit Support Document with respect to such party.	Upon execution of this Agreement.	Yes
Party B	An executed copy of the Covered Indenture.	Prior to the execution of this Agreement.	Yes
Party B	Copy of any proposed or executed amendment,	At least ten (10) Local Business Days prior to the	Yes

<u>Party required to deliver document</u>	<u>Form/Document/Certificate</u>	<u>Date by which to be Delivered</u>	<u>Covered by Section 3(d)</u>
	supplement, modification or waiver of the Covered Indenture.	proposed date of execution or adoption thereof.	
Party B	Evidence of the execution and delivery of (i) the U.S. Bank Assessment and Agreement for Swap Transactions, (ii) either the Institutional Suitability Annex or the Suitability Questionnaire, and (iii) the Standing End-User Clearing Exception Certification and Annex (collectively, the “Dodd-Frank Documents”) and any other documentation reasonably required by Party A to comply with applicable regulatory requirements.	Prior to the execution of this Agreement.	Yes

Part 2. Miscellaneous.

(a) **Addresses for Notices.** For the purpose of Section 10(a) to this Agreement:—

Address for notices or communications to Party A:—

Address: U.S. Bancorp Center,
800 Nicollet Mall,
Mail Location: [_____]
Minneapolis, Minnesota 55402

Telephone No.: (612) 303-4171

Facsimile No.: (612) 303-1338

Address for notices or communications to Party B:—

Address: ***[Please provide.]***

Attention: ***[Please provide.]***

Facsimile No.: ***[Please provide.]***

Telephone No.: *[Please provide.]*

- (b) **Calculation Agent.** The Calculation Agent is Party A.
- (c) **Credit Support Document.** Details of any Credit Support Document:—

In the case of Party A, not applicable.

In the case of Party B, the Covered Indenture.

“**Credit Support Default**” is hereby amended by adding at the end of Section 5(a)(iii)(1):

“, any default, event of default or other similar condition or event (however described) exists under any Credit Support Document, any action is taken to realize upon any collateral provided to secure such party’s obligations hereunder or under any Transaction, or the other party fails at any time to have a valid and perfected first priority security interest in any such collateral;”

- (d) **Credit Support Provider.** Credit Support Provider means in relation to Party A, not applicable. Credit Support Provider means in relation to Party B, not applicable.
- (e) **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE, EXCEPT THAT THE CAPACITY, POWER AND AUTHORITY OF PARTY B TO ENTER INTO THIS AGREEMENT AND TO PERFORM ITS OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO.
- (f) **Netting of Payments.** Subparagraph (ii) of Section 2(c) of this Agreement will apply to all Transactions, unless one party provides written notice to the other party of its election to net across all or a group of Transactions.
- (g) “**Affiliate**” will have the meaning specified in Section 12 of this Agreement.
- (h) “**Covered Indenture**” means, collectively, the Credit Agreement and the Senior Custodial Agreement.
- (i) “**Covered Indenture Incorporation Date**” means the date of this Agreement.
- (j) “**Credit Agreement**” means that certain 2016 Senior Loan Agreement, dated as of August [___], 2016, by and between Party B and U.S. Bank National Association, in its capacity as lender, as amended, restated, renewed, replaced or otherwise modified or supplemented from time to time following the date hereof in accordance with the terms hereof and thereof.

- (k) **“Government Entity”** means Party B.
- (l) **“Senior Custodial Agreement”** means the Custodial Agreement dated as of August [___], 2016 by and between Party B and UMB Bank National Association, as amended and supplemented following the date hereof in accordance with the terms hereof and thereof.

Part 3. Other Provisions.

- (a) **Obligations.** Section 2(a)(iii) of this Agreement is hereby amended to read in its entirety as follows:—

“(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.”

- (b) **Representations.**

The introductory clause of Section 3 of this Agreement is hereby amended to read in its entirety as follows:—

“Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(a) and 3(e), at all times until the termination of this Agreement) that:—”.

- (ii) Section 3(a)(ii) of this Agreement is hereby amended to read in its entirety as follows:—

“(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance;”.

- (iii) Section 3(b) of this Agreement is hereby amended to read in its entirety as follows:—

“(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of a Government Entity) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.”

(iv) Section 3 of this Agreement is hereby amended by adding the following subsection “(e)” thereto, which subsection shall only apply to the Government Entity:—

“(e) **Non-Speculation.** This Agreement has been, and each Transaction hereunder will be (and, if applicable, has been), entered into for purposes of managing its borrowings or investments, hedging its underlying assets or liabilities or in connection with its line of business (including financial intermediation services) or the financing of its business and not for purposes of speculation.”

(v) Section 3 of this Agreement is hereby amended by adding the following subsection “(f)” thereto:—

“(f) **No Immunity.** Except for actions that lie in tort or could lie in tort, it is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any Proceedings (as defined in Section 11(b)) in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.”

(c) **Agreements.**

(i) The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:—

“Each party agrees with the other (or, in the case of Section 4(d), (e) and (f), the Government Entity B agrees with the other party) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—”.

(ii) Section 4 of this Agreement is hereby amended by adding the following subsections “(d)”, “(e)”, “(f)” and “(g)” thereto:—

“(d) **Compliance with Covered Indenture.** The Government Entity will observe, perform and fulfill each provision in the Covered Indenture applicable to such Government Entity in effect on the Covered Indenture Incorporation Date, as any of those provisions may be amended, supplemented or modified for purposes of this Agreement with the prior written consent of the other party hereto (the “Incorporated Provisions”), with the effect that such other party hereto will have the benefit of each of the Incorporated Provisions (including without limitation, covenants, right to consent to certain actions subject to consent under the Covered Indenture and delivery of financial statements and other notices and information). In the event the Covered Indenture ceases to be in effect prior to the termination of this Agreement, the Incorporated Provisions (other than those provisions requiring payments in respect of bonds, notes, warrants or other similar instruments issued under the Covered Indenture) will remain in full force and effect for purposes of this Agreement as though set forth herein until such date on

which all of the obligations of the Government Entity under this Agreement and any obligations of the Government Entity or any Credit Support Provider of the Government Entity under a Credit Support Document have been fully satisfied. The Incorporated Provisions are hereby incorporated by reference and made a part of this Agreement to the same extent as if such provisions were set forth herein. For purposes of this Agreement, the Incorporated Provisions shall be construed as though (i) all references therein to any party making loans, extensions of credit or financial accommodations thereunder or commitments therefor (the “Financings”) were to the other party hereto and (ii) to the extent that such Incorporated Provisions are conditioned on or relate to the existence of such Financings or the Government Entity having any obligations in connection therewith, all references to such Financings or obligations were to the obligations of the Government Entity under this Agreement.

Party B shall be required to obtain the prior written consent of Party A to any amendment, supplement, modification or waiver of any of the Covered Indenture. Party B agrees that it shall provide Party A with at least ten (10) Local Business Days prior written notice of any proposed amendment, supplement, modification or waiver of the Covered Indenture. Party B further agrees that it shall provide Party A with an executed copy of any amendment, supplement, modification or waiver of the Incorporated Provisions promptly upon the execution thereof.

(e) **Notice of Incipient Illegality.** If an Incipient Illegality occurs, the Government Entity will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as the other party may reasonably require.

(f) **Security and Source of Payment of Party B’s Obligations.** The obligation of Party B to make payments to Party A under this Agreement and the Transaction entered into in the Confirmation dated August __, 2016 (the “Initial Transaction”) is a limited recourse obligation payable solely from, and secured solely by, a pledge of and lien and charge on, the Senior Pledged Revenue and Senior Pledged Collateral, payable in the priority set forth in the Covered Indenture. Pursuant to Section 2.04 of the Credit Agreement, Party B has granted to Party A a first priority security interest in the Senior Pledged Revenue and Senior Pledged Collateral to secure Party B’s obligations under this Agreement and the Initial Transaction, including without limitation regularly scheduled payments and termination payments, in the order and priority set forth in the Covered Indenture, which pledge and lien shall be subject to no prior liens. This Agreement and the Initial Transaction shall collectively constitute the ‘2016 Senior Swap Agreement’ as set forth in the Credit Agreement. Any amount payable to Party B by Party A on any regularly scheduled payment date shall constitute an ‘Authority Net Regularly Scheduled Swap Payment’ and all other payments shall constitute ‘Termination Payments’, each as defined in the Credit Agreement. Payments of amounts by Party B to Party A under this Agreement with respect to the Initial Transaction shall be paid in accordance with Section 2 of the Senior Custodial Agreement.

For purposes of this Section 4(f), capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Covered Indenture.

(g) **Additional Agreements of Party B.** In connection with this Agreement, Party B agrees that (i) Party A is acting and has acted solely as a principal, in Party A's own best interests, and not as an agent, advisor or fiduciary of Party B, (ii) Party A has not assumed a fiduciary responsibility in favor of Party B with respect to this Agreement and (iii) nothing in this Agreement or in any prior relationship between Party A and Party B will be deemed to create an advisory, fiduciary or agency relationship between Party A and Party B in respect of this Agreement (whether or not Party A, or any affiliate of Party A, has provided or is currently providing other services to Party B on related or other matters). In addition, Party B acknowledges that it has (i) determined, without reliance upon Party A or any of its affiliates, the financial and economic risks and merits, as well as the legal, tax and accounting characterizations and consequences, of this Agreement and it is capable of assuming such risks, and (ii) consulted with its own legal, tax, accounting and financial advisors to determine whether this Agreement is in its best interest and made an independent analysis and decision to enter into this Agreement based on such advice."

(d) **Jurisdiction.** Section 11(b) of this Agreement is hereby amended to read in its entirety as follows:—

"(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably:—

(i) submits, to the fullest extent permitted by applicable law, to the non-exclusive jurisdiction of each of the courts of the State of New York, the United States District Court located in the Borough of Manhattan in New York City, the courts of the state in which the Government Entity or other party's principal executive offices are located and the United States District Court with jurisdiction over the location of the Government Entity or the other party's principal executive offices; and

(ii) waives, to the fullest extent permitted by applicable law, (1) any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, (2) any claim that such Proceedings have been brought in an inconvenient forum and (3) the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction."

(e) **Definitions.** Section 12 of this Agreement is hereby amended to add the following definitions in their appropriate alphabetical order:—

“ ‘**Covered Indenture**’ has the meaning specified in the Schedule.”

“ ‘*Covered Indenture Incorporation Date*’ has the meaning specified in the Schedule.”

“ ‘*Government Entity*’ has the meaning specified in the Schedule.”

“ ‘*Incipient Illegality*’ means (a) the enactment by any legislative body with competent jurisdiction over a Government Entity of legislation which, if adopted as law, would render unlawful (i) the performance by such Government Entity of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by such Government Entity with any other material provision of this Agreement relating to such Transaction or (ii) the performance by a Government Entity or a Credit Support Provider of such Government Entity of any contingent or other obligation which the Government Entity (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum or action by a Government Entity, in respect of such Government Entity or in respect of any entity located or organized under the laws of the state in which such Government Entity is located to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to a Government Entity or any Credit Support Provider of such Government Entity of any event that constitutes an Illegality.”

Miscellaneous:

(f) This Agreement is hereby amended by adding the following Section “13” hereto:—

“13. **Relationship Between Parties**

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):-

(i) ***Non-Reliance***. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. It has not received from the other party any assurance or guarantee as to the expected results of that Transaction.

(ii) ***Assessment and Understanding***. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) **Status of Parties.** The other party is not acting as a fiduciary for or as an advisor to it in respect of that Transaction.”

Set-off. Section 6 of this Agreement is hereby amended by adding the following subsection (f) thereto:

“(f) **Set-off.** Any amount (the "Early Termination Amount") payable to one party (the "Payee") by the other party (the "Payer") under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party in the case where a Termination Event under Section 5(b)(iv) has occurred or any other Termination Event has occurred, will, at the option of the party ("X") other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by its set-off against any amount(s) (the "Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the Payee and the Payer, or instrument(s) or undertaking(s) issued or executed by the Payee to, or in the favor of, the Payer (and the Other Agreement Amount will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off effected under this paragraph. For purposes of this Section 6(f), (i) where X is Party A and Party A is the Payer, "Other Agreement Amounts" in respect of Party B shall include only Senior Payment Obligations (as defined in the Credit Agreement) and (ii) where X is Party A and Party A is the Payee, Other Agreement Amounts payable by Party A may only be subject to the set-off described herein to the extent that if such Other Agreement Amounts were actually paid by Party A, such amounts would be available to pay the Early Termination Amount in accordance with the terms of the Covered Indenture.

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the relevant currency.

Nothing in this paragraph shall be effective to create a charge or other security interest. This paragraph shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

- (h) **Recording of Conversations.** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.

- (i) ***Exchange of Confirmations.*** For each Transaction entered into hereunder, Party A shall promptly send to Party B a Confirmation, via mail, facsimile, email or electronic transmission. Party B agrees to respond to such Confirmation within two (2) Local Business Days, either confirming agreement thereto or requesting a correction of any error(s) contained therein. Failure by Party B to respond within such period shall not affect the validity or enforceability of such Transaction and shall be deemed to be accepted and correct, absent manifest error. The parties agree that any such mail, facsimile, email or electronic transmissions shall constitute a Confirmation for all purposes hereunder.

- (j) ***Waiver of Right to Trial by Jury.*** **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

- (k) ***Scope of Agreement.*** Unless otherwise agreed in writing by the parties, any “Specified Transaction” now existing or hereafter entered into between the parties shall constitute a “Transaction” under this Agreement and shall be subject to, governed by, and construed in accordance with the terms of this Agreement, even if the Confirmation in respect thereof does not state that such Specified Transaction is subject to or governed by this Agreement or does not otherwise reference this Agreement.

The parties executing this Schedule have executed the Master Agreement and have agreed as to the contents of this Schedule.

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

**COLORADO SPRINGS URBAN RENEWAL
AUTHORITY**

By: _____

Title: _____