

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

C. ALAN WALKER, IN HIS
CAPACITY AS SECRETARY
FOR THE DEPARTMENT OF
COMMUNITY AND ECONOMIC
DEVELOPMENT

Petitioner,

v.

CITY OF HARRISBURG

Respondent.

NO. 569 MD 2011

RECEIVED & FILED
COMMONWEALTH COURT
OF PENNSYLVANIA
10 MAR 2015 13 48

**NOTICE OF FILING OF A CERTAIN ADDITIONAL SUPPLEMENTAL
EXHIBIT TO MODIFIED RECOVERY PLAN AND REQUEST FOR
APPROVAL AND FINDING OF EFFICACY OF PLAN DOCUMENT**

On August 26, 2013, William B. Lynch, in his capacity as the Receiver for the City of Harrisburg, Pennsylvania (together with any predecessor or successor thereof, the "Receiver"), caused to be filed with the Court in the above captioned action, the modified recovery plan for the City of Harrisburg (the "Harrisburg Strong Plan" or "Plan") and also caused to be filed certain exhibits to the Plan

(collectively referred to as the "Strong Plan Exhibit Book"). Thereafter, on September 19, 2013, the Receiver filed certain amended and supplemental exhibits to the Plan (the "First Supplemental Plan Documents"). On December 18, 2013, the Receiver filed certain additional supplemental exhibits to the Plan (the "Second Supplemental Plan Documents"). On December 19, 2013, the Receiver filed certain additional supplemental exhibits to the Harrisburg Strong Plan (the "Third Supplemental Plan Documents"). Thereafter, on December 20, 2013, the Receiver filed additional supplemental exhibits to the Plan (the Fourth Supplemental Plan Documents"). On December 20, 2013, this Court approved the First Supplemental Plan Documents, Second Supplemental Plan Documents, Third Supplemental Plan Documents, and Fourth Supplemental Plan Documents as compliant and in furtherance of the Harrisburg Strong Plan and Order confirming the Recovery Plan.

NOTICE IS HEREBY GIVEN that the Coordinator for the City of Harrisburg (the "Coordinator") appointed by the former Secretary of the Department of Community and Economic Development ("DCED"), C. Alan Walker (the "Secretary"), by and through his undersigned counsel and in the furtherance of the duties imposed on him by section 221(d) of the Municipalities Financial Recovery Act, *as amended*, 53 P.S. § 11701.101 *et seq.* ("Act 47" or the "Act") hereby causes to be filed a certain further additional supplemental exhibit to

the Harrisburg Strong Plan, more fully identified below (the “Fifth Supplemental Plan Document”). The document submitted as part of the Strong Plan Exhibit Book, the First Supplemental Plan Documents, the Second Supplemental Plan Documents, the Third Supplemental Plan Documents, the Fourth Supplemental Plan Documents and the Fifth Supplemental Plan Document may collectively be referred to herein as the “Plan Documents.”

In addition, in recognition and furtherance of this Court’s September 23, 2013 Order (“Plan Approval Order”) confirming the Plan, which approves the various key components of the Plan and provides, among other things, that the Receiver and/or the City of Harrisburg (“City”), including all elected and appointed officials, as applicable, are “authorized and required to take action necessary to effectuate” the various key components of the Plan, “including without limitation and as applicable, finalizing and executing any relevant agreements, resolutions, ordinances and any other necessary documentation,” Plan Approval Order at e.g. pp. 7-8 ¶¶ C-F, the Coordinator respectfully asks the Court to approve the Fifth Supplemental Plan Document, as executed and submitted to the Court as consistent with and in furtherance of the Plan and to affirm the force and effect of the Fifth Supplemental Plan Document as executed. The necessity of the Fifth Supplemental Plan Document can be described as follows:

1. On November 24, 1998, the City enacted Ordinance No. 19 of 1998 approving the issuance of the Federally Taxable Guaranteed Revenue Bonds, Series A of 1998 (the "Bonds") by the Redevelopment Authority of the City of Harrisburg (the "Authority") in the principal amount of \$6,920,525 pursuant to the terms and conditions of an Indenture of Trust dated December 1, 1998 (the Indenture") and authorizing the City to execute and deliver its guaranty of the Bonds.

2. On December 30, 1998, the City, the Authority and Fulton Bank (the "Trustee") entered into a Guaranty Agreement (the "Guaranty") under which the City guaranteed to the Trustee and Financial Security Assurance Inc., and now its successor in interest, Assured Guaranty Municipal Corp. (the "Insurer"), as subrogee, the full and prompt payment of the debt service on the Bonds.

3. On December 1, 1998, the City and the Authority entered into a Reimbursement Agreement ("Reimbursement Agreement") under which the Authority agreed to pay the City an amount equal to any amount paid by the City pursuant to the Guaranty.

4. Effective December 30, 1998, the Insurer issued a Municipal Bond Insurance Policy Number 24634-N (the "Insurance Policy"), pursuant to which the Insurer agreed to pay that portion of the scheduled payments of principal or interest

on the Bonds that shall become due for payment but shall be unpaid by reason of nonpayment by the Authority.

5. The proceeds of the Bonds were applied by the Authority to the cost of acquiring the City's real property interest under the Bell Ground Lease and the Bell Building (now known as the Verizon Building) and under the Retail/Common Areas Lease (the "Project). The Bonds are payable from and secured by, among other things, the revenues receivable by the Authority from the Project and funds held by the Trustee pursuant to the terms of the Indenture.

6. The Verizon Building is presently leased by the Authority to Verizon under a lease which terminates on February 29, 2016 (the "Verizon Lease").

7. The first payment toward retirement of the Bonds occurs on November 1, 2016 and continues semiannually thereafter on May 1st and November 1st of each year through 2033.

8. Harristown Development Corporation ("HDC") has agreed to lease the Verizon Building from the Authority pursuant to a lease agreement ("Master Lease") and, as landlord, has reached an agreement with the Department of General Services of the Commonwealth of Pennsylvania ("DGS") to sublease the Verizon Building pursuant to a lease between HDC and DGS executed on September 29, 2014 (the "DGS Lease"). The term of the DGS lease commences

March 1, 2016, the day after the expiration of the Verizon Lease, and expires by its terms on February 28, 2033.

9. On August 26, 2013, the Receiver filed with the Commonwealth Court, a recovery plan pursuant to Act 47 (the "Harrisburg Strong Plan" or the "Plan") in order to implement various measures designed to resolve the City's financial distress.

10. By Order dated September 23, 2013, this Court confirmed the Harrisburg Strong Plan submitted by the Receiver, pursuant to § 703(e) of Act 47.

11. By Orders dated December 20, 2013, this Court confirmed additional modifications to the Harrisburg Strong Plan, including but not limited to, various Exhibits to the Harrisburg Strong Plan that had been completed, modified, or amended in accordance with the Plan.

12. Pursuant to this Court's order dated March 19, 2014, the Coordinator has been appointed to carry out the Receiver's obligations.

13. In accordance with the Harrisburg Strong Plan, the City, the Authority and the Coordinator requested the Insurer to enter into a Settlement Agreement ("Settlement Agreement"), attached hereto as Supplemental Exhibit 37, to assist the City in respect to the payments it will be required to make on the Bonds from time to time by reason of its Guaranty incremental to the otherwise available funds to pay debt service thereon, including the net rents to be paid by DGS in respect to

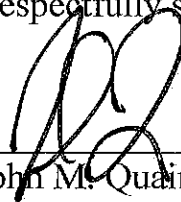
its lease of the Verizon Building. The Settlement Agreement was contemplated by the Harrisburg Strong Plan and is discussed in Part Six Section E.5.

14. The City, the Authority, and the Insurer have all assented to and executed the Settlement Agreement and acknowledged the averments of this Notice and concur with the relief requested herein as evidenced by their respective Certificates of Concurrence, attached hereto as Exhibits B-D.

WHEREFORE, for the reasons more fully set forth above, the Coordinator for the City of Harrisburg hereby requests that this Honorable Court approve the Fifth Supplemental Plan Document as consistent with and in furtherance of the Harrisburg Strong Plan and the Order confirming the Recovery Plan.

Dated: 3/10/15

Respectfully submitted,



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SUPPLEMENTAL EXHIBIT 37

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), dated as of January [], 2015, by and between the Coordinator of the City of Harrisburg ("Coordinator"), the CITY OF HARRISBURG, a municipal corporation of the Commonwealth of Pennsylvania (the "City"), the REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG (the "Authority") and ASSURED GUARANTY MUNICIPAL CORP., a New York financial guaranty insurance company, formerly known as Financial Security Assurance Inc. (the "Insurer") (each a "Party" and collectively the "Parties"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article I below.

A. The Authority adopted Resolution No. 28-1998 authorizing the issuance of its Federally Taxable Guaranteed Revenue Bonds, Series A of 1998 (the "Bonds"). On December 30, 1998, the Authority issued the Bonds in the original principal amount of \$6,920,525 pursuant to the terms and conditions of an Indenture of Trust, dated as of December 1, 1998 (the "Indenture") between the Authority and Fulton Bank N.A., as successor trustee (the "Trustee").

B. On November 24, 1998, the City enacted Ordinance No. 19 of 1998 (the "Guaranty Ordinance") approving the issuance of the Bonds by the Authority, and authorizing the City to execute and deliver its guaranty of the Bonds. On December 30, 1998, the City, the Authority and the Trustee entered into a Guaranty Agreement, dated as of December 1, 1998 (the "Guaranty") under which the City guaranteed to the Trustee and the Insurer, as subrogee, the full and prompt payment of the Debt Service on the Bonds.

C. Upon the issuance of the Bonds and the execution and delivery of the Guaranty, the City and the Authority entered into a Reimbursement Agreement, dated as of December 1, 1998 (the "Reimbursement Agreement") under which the Authority agrees to pay the City an amount equal to any amount paid by the City pursuant to the Guaranty.

D. The Insurer issued that Municipal Bond Insurance Policy Number 24634-N with an effective date of December 30, 1998 (the "Insurance Policy"), pursuant to which the Insurer agreed to pay that portion of the scheduled payments of principal of or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of nonpayment by the Authority.

E. The proceeds of the Bonds were applied by the Authority to pay the cost of acquiring the City's real property interest under the Bell Ground Lease and the Bell Building (presently known as the Verizon Building) and under the Retail/Common Areas Lease (the "Project"). The Bonds are payable from and secured by, among other things, the Revenues receivable by the Authority from the Project and funds held by the Trustee pursuant to the terms of the Indenture.

F. The Verizon Building is presently leased to Verizon under a lease which terminates on February 29, 2016 (the "Verizon Lease"). The first maturity of the Bonds occurs on November 1, 2016 and continues semiannually thereafter on each May 1 and November 1 until November 1, 2033. Harristown Development Corporation ("HDC") has agreed to lease the Verizon Building from the Authority pursuant to a lease agreement ("Master Lease") and as landlord has subleased the premises to the Department of General Services of the Commonwealth of Pennsylvania ("DGS") pursuant to a new lease agreement, Lease Number

14152201 executed on September 29, 2014 (the "DGS Lease") commencing in March 2016 after expiration of the Verizon Lease and expiring by its terms on February 28, 2033. The rentals obtained from the DGS Lease and paid by HDC to the Authority are expected to be the primary source of Revenues pledged to the payment of the Bonds and are not expected to be sufficient to cover all of the Debt Service payable on the Bonds when due.

G. In accordance with the agreements between DGS and HDC, HDC and DGS will cooperate to finance the fit out of the space and an energy savings retrofit project. The financing of the retrofit project will be repaid by assignment by HDC to the lender of certain payments from DGS pursuant to the terms of the Strawberry Square/333 Market Modernization Cooperation Agreement between DGS and HDC ("Cooperation Agreement"), as the same may be amended modified, supplemented, extended, renewed or restated from time-to-time.

H. On August 26, 2013, the Receiver for the City of Harrisburg filed with the Pennsylvania Commonwealth Court a recovery plan pursuant to Act 47 (the "Harrisburg Strong Plan") in order to implement various measures designed to resolve the City's financial distress. Pursuant to the order dated February 25, 2014, the Coordinator has been appointed to carry out the Receiver's obligations. The City and the Coordinator have requested the Insurer to enter into this Agreement to assist the City in the event that it must make payments under the Guaranty because the Master Lease fails to generate Revenues sufficient to pay all of the Debt Service payable on the Bonds when due.

I. The Insurer has agreed to the forbearance levels set forth herein subject to the agreement of the City that the deferred amounts bear interest and are repayable as provided herein and that the Insurer is fully reimbursed by December 31, 2033.

J. The Parties and their counsel engaged in good faith, arms' length settlement discussions regarding a consensual resolution of potential disputes between and among the Parties arising out of or related to the Bonds, the Guaranty and the Insurance Policy.

K. As part of the Parties' negotiated settlement, the City will be authorized and shall enter into this Agreement, which will result in additional liquidity for the benefit of the City.

L. Upon receipt of the express written consent of Assured Guaranty, the Authority and the Trustee for the Bonds shall be authorized to terminate the existing Investment Agreement with the Bank of America, N.A. that is maintained in the Debt Service Reserve Fund.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are incorporated by reference and are explicitly made a part of this Agreement.

Section 1.2 Definitions. In addition to the capitalized terms defined in the preamble recitals and elsewhere in this Agreement, the following definitions shall apply to and constitute part of this Agreement and all schedules, exhibits and annexes hereto:

“Act 47” shall mean the Municipalities Financial Recovery Act of July 10, 1987, P.L. 246 (as amended), 53 P.S. § 11701.101 *et seq.*

“Bond Payment” shall mean the regularly scheduled principal and interest payments due under the Bonds.

“Bond Payment Date” shall mean each May 1 and November 1, commencing November 1, 2016 and ending on November 1, 2033.

“Effective Date” shall mean the day of the execution and delivery of this Agreement by each of the entities identified on the signature pages of this Agreement.

“Debt Service” shall mean the amounts set forth on Schedule I attached hereto.

“Coordinator” shall mean the Coordinator for the City appointed by order of February 25, 2014 pursuant to Act 47, the Coordinator, and any successor to the Receiver for the City of Harrisburg or the Coordinator.

“Revenues” shall have the meaning ascribed to that term in the Indenture and the Master Lease as currently in effect on the date of this Agreement, including but not limited to paragraph 5(a) thereof.

Section 1.3 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party hereto because of the authorship of any provision of this Agreement.

Section 1.4 General Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application there.

(c) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(d) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(f) The term "person" shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

ARTICLE II SETTLEMENT TERMS

Section 2.1 Forbearance.

(a) Subject to the express provisions of this Agreement, including the conditions in this Section 2.1, the Insurer agrees to forbear from exercising its rights and remedies under the Bonds, the Indenture, the Guaranty, the Guaranty Ordinance and other applicable law to the extent provided in this Section 2.1.

(b) As required by the Indenture, the Authority shall apply any Revenues received under the Master Lease or any other lease or agreement payable to or receivable by the Authority to pay the Debt Service on the Bonds. The amounts received under the Master Lease for the purpose of paying Debt Service on the Bonds (i) from May 1, 2016 until November 1, 2033 shall be at least equal to the amounts set forth in Schedule 2 for DGS Minimum Allocation to 1998 Debt Service. To the extent that there is any deficiency on any Bond Payment Date up to and including November 1, 2026 between the amount of available net Revenue and other monies pledged under the Indenture and the amount of Debt Service due on such date (the "Debt Service Deficiency"), the Insurer agrees to forbear in the collection of up to 20% of the Debt Service (the "Annual Deferral Amount") due in each year pursuant to Section 3.01 of the Guaranty, provided the City has paid the remaining Debt Service in accordance with the provisions of the Guaranty. In no event shall the aggregate amount forborne to be collected by Insurer exceed \$2,700,000 (including the aggregate amount of accrued interest on the amounts deferred (the "Deferred Amounts"). In the event that the City defers less than the Annual Deferral Amount in any given year, then the difference between the amount actually deferred and the Annual Deferral Amount (the "Carry-over Amount") will be available in subsequent years up to 2026 for additional deferral above the Annual Deferral Amount, if any, available in such subsequent year. However, in no event shall the City be able to defer (x) in any year an amount in excess of the Annual Deferral Amount available for such year plus the aggregate unused Carry-over Amount available from prior years or (y) any Debt Service due from May 1, 2027 through November 1, 2033. The City and the Authority shall also procure from the Harristown Development Corp. ("HDC") an absolute assignment to the holders of the Bonds and the Insurer of (A) the right to receive the sublease payments from DGS that are intended to be paid to the Trustee as Fixed Minimum Rent under Section 5(a) of the Master Lease (with such rent to be payable to the Trustee) and (B) any payments from HDC or DGS in connection with the exercise of their respective options to purchase the Verizon Building, or from any other purchaser. The Authority, HDC, the Insurer, the Trustee, and DGS, as appropriate shall agree in separate Subordination, Nondisturbance and Attornment Agreements as to certain matters relating to the payment of rentals under the Master Lease and the DGS Lease and the relative priority of the Master Lease, DGS Lease, and Mortgage (as defined herein).

(c) All Deferred Amounts under subparagraph (b) above shall bear interest at the annual rate of 6.07% percent from the date of the deferral until the date that all such Deferred Amounts are paid to the Insurer under paragraph (d). However, should any other lender or creditor be granted in a single loan or an aggregate of loans of \$1,000,000 or more a higher rate of interest from the City (including any debt incurred by the Authority on the City's behalf and

guaranteed by the full faith and credit obligation of the City) during the term of this Agreement, then the Deferred Amounts shall bear interest at that higher rate. However such higher interest rate granted to Insurer under this section shall not exceed 6.5%. Any interest payable under this subparagraph (c) shall be calculated on the basis of days elapsed divided by three hundred and sixty (360).

(d) The aggregate amount of Deferred Amounts, together with accrued interest thereon and the amount of expenses payable to Insurer under Section [4.5] hereof, will be paid by the City on each May 1 and November 1, commencing on [May 1, 2027] and terminating on November 1, 2033 (each a "Deferred Amount Payment Date"), to the extent that (i) [one-half] of the sum of the Minimum City Contribution and DGS Minimum Allocation to Debt Service for such year (as indicated on Schedule 2 hereto for such year), together with any additional Revenues available to the Authority to pay Debt Service (including any Conditional Rent received pursuant to the Master Lease) during the six month period preceding such Deferred Amount Payment Date exceed the Debt Service on the Bonds payable on such Deferred Amount Payment Date or (ii) the aggregate unpaid Deferred Amounts plus accrued interest thereon exceed \$2,700,000. Schedule 2 may be amended from time to time by prior written agreement of the Parties to reflect changes in the amounts payable by the City with respect to Deferred Amounts and accrued interest thereon. Notwithstanding the foregoing, (A) in no event shall the City's payment of Deferred Amounts due on November 1, 2033 be less than the aggregate amount of unpaid Deferred Amounts plus accrued interest thereon and (B) in the event of any failure of the City to pay Debt Service in accordance with the terms of its Guaranty (except as agreed by the Insurer in Section 2.1(b) hereof), all Deferred Amounts plus accrued interest thereon shall be immediately due and payable. For the avoidance of doubt, any breach by the City of its payment obligations under this Section 2.1(d) or under the Guaranty shall constitute a default under this Agreement.

(e) Except with the prior written consent of the Insurer, the City shall not during the term of this Agreement grant a lien or security interest in, or otherwise pledge or similarly encumber, any of its general fund revenues, including its tax revenue, other than to secure tax anticipation notes to be issued by the City; provided however that the City may issue additional bonds or incur additional indebtedness backed by a pledge of its full faith and credit, or give full faith and credit guarantees for such bonds and indebtedness. Insurer shall consider in good faith any request by the City for such written consent. Nothing in this Agreement prohibits the City from incurring debt not backed by its full faith and credit, nor does it prohibit the pledge of a local tax increment by a contracting party of the City in connection with a City Revitalization Improvement Zone financing.

(f) As an integral part of the Insurer's agreement to forbear in this Section 2.1, Insurer agrees to allow, and shall claim no rights or interest in, certain payments to be made by or on behalf of HDC to First National Bank of Pennsylvania relating to the financing of the energy retrofit of the Verizon Building up to a maximum annual amount of those amounts set forth in paragraph 4 of the Cooperation Agreement as in effect on the date of this Agreement, and in consideration for the Insurer's agreement, the City and the Authority shall consent to, arrange and otherwise provide for the grant by the Authority of a fee simple mortgage (the "Mortgage") for the benefit of the Insurer and the holders of the Bonds on terms and conditions satisfactory to the Insurer. The City and the Authority shall obtain the agreement of HDC to subordinate the Master Lease to the Mortgage. If DGS does not exercise its option to purchase the Verizon Building, the City and the Authority shall sell the Verizon Building, or monetize the leasing of the Verizon Building in amounts sufficient to enable the Authority or the City to pay

all of the amounts due to the holders of the Bonds and Insurer by November 1, 2033. Further, if DGS does not exercise its option, then to the extent that HDC has an option to purchase the Verizon Building independent of the DGS option, HDC will agree to subordinate its option to the Mortgage. The Parties agree that this Agreement shall not be construed in any way as abrogating DGS's option to purchase the Verizon Building, as stated in the DGS Lease, and upon exercise of such option, title to the Verizon Building shall transfer free and clear of the lien, operation and effect of the Mortgage and that any payment received from DGS in the exercise of its option to purchase the Verizon Building shall be applied to pay the debt service on the Bonds or any obligations of the City or the Authority to the holders of the Bonds or the Insurer under the Bonds, Indenture, Insurance Policy, Guaranty, Guaranty Ordinance or other applicable law.

(g) The City shall execute and deliver any and all documents, as requested by the Insurer to implement the provisions of this Agreement.

Section 2.2 Continued Payments Under Insurance Policy. In accordance with the Insurance Policy, Insurer shall pay such amounts as are necessary to make scheduled payments of principal of and interest on the Bonds after giving effect to other amounts available for debt service, including net Revenues, amounts in the debt service reserve fund, and payments made by the City under the Guaranty. The Insurer maintains that the City has no rights under, and no rights to enforce, the Insurance Policy, and nothing in this Agreement shall be interpreted as Insurer's acknowledgement that the City has any such rights. Nothing in this Agreement shall be construed to:

(a) Confer upon the City any additional rights under, or any additional rights to enforce, the Insurance Policy that the City would not otherwise have in the absence of this Agreement; or

(b) Limit rights, if any, that the City may presently have under the Insurance Policy.

Section 2.3 Non-Performance. Only upon any noncompliance or repudiation by the City with any of the provisions of this Agreement, the Guaranty, the Guaranty Ordinance, the Indenture, the Bonds or other applicable law, the Insurer shall have all of the following rights and remedies. As of the date of this Agreement, neither the City nor the Trustee has reported to Insurer any facts that would give rise to the conclusion that the City is in default of its obligations under the Guaranty. Each right and remedy provided in this Section 2.3 is distinct from all other rights or remedies under this Agreement, the Bonds, the Guaranty, the Guaranty Ordinance, the Indenture, any other documents providing security for the Bonds or the Insurer, or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Any single or partial exercise of any right or remedy hereunder shall not preclude any further exercise thereof or the exercise of any further right or remedy.

(a) To commence a legal action against the City and the Authority to enforce the terms of this Agreement. The Authority shall not have any liability greater than that set forth in the Indenture.

(b) To commence a legal action against the City to enforce the City's obligations under the Guaranty, the Guaranty Ordinance or other applicable law. Without

limiting the foregoing, such legal action may seek an Order of Mandamus. The City reserves its rights to assert defenses to such legal action, except as provided in Section 2.2 hereof.

(c) To commence a legal action to foreclose upon the Mortgage or to exercise its rights as a secured creditor.

Section 2.4 No Waiver. The execution and delivery of this Agreement by the Insurer shall not constitute a waiver by the Insurer of any default under the Guaranty Ordinance, the Guaranty, the Bonds or other applicable law. Nothing in this Agreement constitutes a general waiver of any provisions under the Bonds, the Guaranty, the Guaranty Ordinance or other applicable law or a waiver of any future breach by the City of its obligations under the Bonds, the Guaranty, the Guaranty Ordinance or other applicable law. This Agreement only obligates the Insurer to forbear from taking action due to the City's failure to make a payment under the Guaranty in the manner, in the amounts and subject to the conditions, stated in this Agreement.

Section 2.5 No Defenses. The City confirms that the obligations under its Guaranty Agreement dated as of December 1, 1998 (the "Guaranty"), relating to the Indenture shall be unimpaired by this Agreement and represents that as of the time of the execution and delivery of this Agreement, it is unaware of any defenses against any of its obligations under the Guaranty and the Guaranty Ordinance, or any claims, defenses, counterclaims, offsets or recoupments against the Insurer for any reason whatsoever arising out of the Bonds, the Guaranty, the Guaranty Ordinance or the relationship between the Parties resulting from the Bonds, the Guaranty or the Guaranty Ordinance. The City confirms that all of the terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the City's obligations, duties, covenants and undertakings described in the Guaranty with respect to the Indenture and the Bonds.

Section 2.6 Further Act 47 or Receivership Proceedings In the event that the City, during the term of this Agreement, requests assistance under Act 47, 53 Pa.C.S. §11701.101 *et seq.*, has a Coordinator appointed to assist it under Act 47, or has a receiver appointed for it pursuant to 53 Pa.C.S. §11701.701 *et seq.*, then the City shall include this Agreement as part of the plan or recovery plan developed and shall honor and perform this Agreement in full as a part of such plan or recovery plan. Failure to comply with this provision or any successful proceeding under Act 47 to disincorporate the City shall be deemed a material breach of this Agreement and permit the Insurer to seek all remedies available, including but not limited to those remedies available under Section 2.3 hereof. In the event of a bankruptcy or federal debt adjustment proceeding of the City, as defined in Act 47, nothing in this provision shall prohibit or limit the ability of the City or the Insurer to assert the applicability or inapplicability of this provision pursuant to 53 Pa.C.S. §11701.706(a)(9) and applicable federal bankruptcy law.

Section 2.7 Prepayment. The City may prepay the Deferred Amounts in whole or in part and from time to time on the fifteenth (15th) day of any month. The prepayment shall be applied as follows: The Insurer shall calculate the portions of the prepayment amount attributable to Deferred Amounts and interest on the Deferred Amounts (the "Interest Prepayment Amount") such that the Interest Prepayment Amount is equal to the interest accrued on the Deferred Amount at the rate set forth in Section 2.1(c) of this Agreement through the date of the prepayment

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Mutual Representations and Warranties. Each Party makes the following representations, warranties and covenants (on a several basis, with respect to such Party only) to each of the other Parties

(a) Each Party has all requisite power to execute this Agreement and to consummate the transactions contemplated hereby.

(b) Each Party has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and the instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organizational documents if any, applicable law, or any agreements specifically applicable to it.

(c) Each person signing this Agreement warrants that he or she is legally competent and authorized to execute this Agreement on behalf of the Party whose name is subscribed at or above such person's signature.

(d) The Parties have not made any statement or representation to each other regarding any facts relied upon by them in entering into this Agreement, and each of them specifically does not rely upon any statement, representation or promise of the other Parties hereto or any other person in entering into this Agreement, except as expressly stated herein. Each party has relied upon its own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Agreement and the transactions contemplated herein.

(e) The Parties and their respective attorneys have made such investigation of the facts pertaining to this Agreement and all of the matters pertaining thereto as they deem necessary.

Section 3.2 The City's Representations and Warranties. The City makes represents, warrants and covenants to the Insurer that except for certain tax anticipation notes, the City has not granted a lien or security interest in, and has not otherwise pledged or similarly encumbered, any of its general fund revenues, including its tax revenue.

ARTICLE IV MISCELLANEOUS

Section 4.1 Amendments. This Agreement may not be modified, amended or supplemented except by a written agreement executed by each Party to be affected, by such modification, amendment or supplement.

Section 4.2 Good Faith Negotiations. The Parties recognize and acknowledge that each of the Parties hereto is represented by counsel, and such Party received independent legal advice with respect to the advisability of entering into this Agreement. Each of the Parties acknowledges that the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each Party's own free will; that each knows all of the relevant facts and his or its rights in connection therewith, and that he or it

has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any party or employee, agent, attorney or representative of any party to this Agreement. The Parties further acknowledge that they entered into this Agreement because of their desire to avoid the further expense and inconvenience of litigation and other disputes, and to compromise permanently and settle the claims between the Parties settled by the execution of this Agreement.

Section 4.3 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Parties hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns.

Section 4.4 Governing Law; Retention of Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of law and applicable federal law. In the event any action, suit or proceeding is commenced pursuant to Section 2.3, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 5.11 hereof, unless another address has been designated by such Party in a notice given to the other Parties in accordance with Section 5.11 hereof.

Section 4.5 Fees and Expenses. If the Insurer brings an action against the City based on the City's breach or repudiation of any obligations imposed by this Agreement and obtains any monetary recovery, the City shall be liable to the Insurer for all the reasonable expenses incurred by the Insurer in prosecuting such action, including reasonable attorneys' fees and expenses as permitted in the Indenture.

Section 4.6 Reimbursement of Attorney's Fees. The City shall reimburse the Insurer for its fees and expenses including its attorney's fees and expenses accrued through December 1, 2014 in the amount of \$75,000 (the "Fees"), such amounts to be payable within thirty (30) days of execution of this Agreement (it being understood that the failure of the City to pay such amount when due shall constitute a breach of this Agreement that permits the Insurer, at its election, to terminate its obligations under this Agreement).

Section 4.7 Headings. The headings of the Articles and Sections of this Agreement are inserted for convenience only and are not part of this Agreement and do not in any way limit or modify the terms or provisions of this Agreement and shall not affect the interpretation hereof.

Section 4.8 Binding Agreement; Successors and Assigns; Joint and Several Obligations. This Agreement shall be binding only upon the execution and delivery of this Agreement by the Parties listed on the signature pages hereto. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, administrators, constituents and representatives. The agreements, representations, covenants and obligations of the Parties under this Agreement are several only and not joint in any respect and none shall be responsible for the performance or breach of this Agreement by another.

Section 4.9 Entire Agreement. This Agreement shall constitute the full and entire agreement among the Parties with regard to the subject hereof, and supersedes all prior negotiations, representations, promises or warranties (oral or otherwise) made by any Party with respect to the subject matter hereof. No Party has entered into this Agreement in reliance on any other Party's prior representation, promise or warranty (oral or otherwise) except for those that may be expressly set forth in this Agreement.

Section 4.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of copies of such counterparts is confirmed.

Section 4.11 Notices. All demands, notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when personally delivered by courier service or messenger, (b) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter if transmitted electronically (by e-mail transmission), by facsimile or telecopier, with confirmation of receipt, or (c) three (3) Business Days after being duly deposited in the mail, by certified or registered mail, postage prepaid-return receipt requested, to the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following Parties:

If to the City, to:

Office of City Solicitor
10 N. 2nd Street, Suite 402
Harrisburg, PA 17101-1681
Facsimile: 717-255-3056
E-mail: ngrover@cityofhbg.com
Attention: Neil A. Grover, Esq., City Solicitor

with a copy to:

The Office of the Mayor
10 N. 2nd Street, Suite 202
Harrisburg, PA 17101-1681
E-mail: epapenfuse@cityofhbg.com
Attention: Mayor Eric Papenfuse

The Office of Controller
10 N. 2nd Street, Suite 403
Harrisburg, PA 17101-1681
E-mail: cdebrunner@cityofhbg.com
Attention: Charlie DeBrunner, Controller

with a copy given in like manner to:

McKenna Long & Aldridge LLP
303 Peachtree Street, NE Suite 5300
Atlanta, Georgia 30308
Attention: Mark S. Kaufman, Esq.
Fax: (404) 527-4198
Email: mkaufman@mckennalong.com

If to the Insurer, to:

Assured Guaranty Municipal Corp.
31 W. 52nd Street
New York, New York 10019
Attention: Holly Horn, Chief Surveillance Officer
Fax: (212) 857-0407

with a copy given in like manner to:

Saul Ewing LLP
222 Delaware Avenue, Suite 1200
Wilmington, DE 19801
Attention: Timothy A. Frey, Esq.
Fax: (302) 421-5687
Email: tfrey@saul.com

Saul Ewing LLP
Centre Square West, 38th Floor
1500 Market Street
Philadelphia, PA 19102
Email: jgkonos@saul.com

If to the Authority, to:

The Redevelopment Authority of the City of Harrisburg
P.O. Box 2157
Harrisburg, PA 17102
Attention: Executive Director
Email: bdavis@hra-harrisburgpa.org

With a copy given in like manner to:

Stuart J. Magdule, Esq.
Smigel, Anderson & Sachs, LLP
4431 N. Front Street, 3rd Fl.
Harrisburg, PA 17102
Email: smagdule@sasllp.com

Section 4.12 Further Assurances. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

Section 4.13 Termination. This agreement shall not terminate until such time after 2026 that the Insurer has been paid in full all Deferred Amounts, interest, fees and expenses required under this agreement to its satisfaction; provided that the provisions in Sections 2.4, 2.5, 2.6, and the representations and warranties in Sections 3.1, 3.2 and 4.2 shall survive the termination of this agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

COORDINATOR FOR THE CITY OF
HARRISBURG, PENNSYLVANIA

By: Frederick A. Reddig
Name: FREDERICK A. REDDIG 1/28/15

Approved for Form and Legality

[Signature]
Department of Community and Economic
Development

Office of Chief Counsel

Date: 1/28/15

[Signature]
Office of General Counsel

Date: 1/28/15

ASSURED GUARANTY MUNICIPAL CORP.,
as Insurer

By: _____
Name:
Title:

Section 4.12 Further Assurances. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

COORDINATOR FOR THE CITY OF
HARRISBURG, PENNSYLVANIA

By: _____
Name:

Approved for Form and Legality

Department of Community and Economic
Development
Office of Chief Counsel
Date

Office of General Counsel
Date:

ASSURED GUARANTY MUNICIPAL CORP.,
as Insurer

By: Jorge Dana
Name: JORGE DANA
Title: Managing Director

APPROVED AS TO FORM
AND LEGALITY:

By: [Signature] 01/29/2015
Law Bureau Date

CITY OF HARRISBURG

By: [Signature] 1/20/15
Eric Papenfuss Date
Mayor

By: [Signature] 1/29/15
Charlie DeBrunner Date

THE REDEVELOPMENT AUTHORITY OF THE
CITY OF HARRISBURG, PENNSYLVANIA

By: _____
Name:
Title:

APPROVED AS TO FORM
AND LEGALITY:

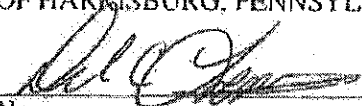
CITY OF HARRISBURG

By: _____
Law Bureau Date

By: _____
Eric Papenfuse Date
Mayor

By: _____
Charlie DeBrunner Date

THE REDEVELOPMENT AUTHORITY OF THE
CITY OF HARRISBURG, PENNSYLVANIA

By: 
Name: DANIEL C. LEPO
Title: CHAIR

Federal Rule of Evidence 408 and all other Rules of Similar Import

Schedule 1

\$6,920,525

**Redevelopment Authority of the
City of Harrisburg
Federally Taxable Guaranteed Revenue Bonds,
Series A of 1998**

Debt Service of the Bonds

<u>Maturity Date</u> <u>(May 1)</u>	<u>Maturity</u> <u>Value</u>	<u>Maturity Date</u> <u>(Nov. 1)</u>	<u>Maturity</u> <u>Value</u>
		2016	\$ 930,000
2017	\$ 940,000	2017	940,000
2018	955,000	2018	955,000
2019	965,000	2019	965,000
2020	980,000	2020	980,000
2021	995,000	2021	995,000
2022	1,005,000	2022	1,005,000
2023	1,020,000	2023	1,020,000
2024	1,035,000	2024	1,035,000
2025	1,045,000	2025	1,045,000
2026	1,060,000	2026	1,060,000
2027	1,075,000	2027	1,075,000
2028	1,090,000	2028	1,090,000
2029	1,105,000	2029	1,105,000
2030	1,120,000	2030	1,120,000
2031	1,150,000	2031	1,150,000
2032	1,160,000	2032	1,160,000
2033	1,175,000	2033	6,175,000

SCHEDULE 2

City Fiscal Year	1998A Debt Service	Maximum AGM Advance*	Minimum City Contribution	DGS Min Allocation to 1998 Debt Service
2015	\$ -	\$ -	\$ -	-
2016	\$ 930,000	\$ 186,000	\$ -	\$ 500,000
2017	\$ 1,880,000	\$ 376,000	\$ 500,000	\$ 600,000
2018	\$ 1,910,000	\$ 382,000	\$ 500,000	\$ 600,000
2019	\$ 1,930,000	\$ 386,000	\$ 700,000	\$ 600,000
2020	\$ 1,960,000	\$ 392,000	\$ 940,000	\$ 600,000
2021	\$ 1,990,000	\$ 398,000	\$ 950,000	\$ 600,000
2022	\$ 2,010,000	\$ 402,000	\$ 950,000	\$ 600,000
2023	\$ 2,040,000	\$ 408,000	\$ 1,250,000	\$ 600,000
2024	\$ 2,070,000	\$ 414,000	\$ 1,250,000	\$ 600,000
2025	\$ 2,090,000	\$ 418,000	\$ 1,250,000	\$ 687,500
2026	\$ 2,120,000	\$ 424,000	\$ 1,430,000	\$ 750,000
2027	\$ 2,150,000	\$ -	\$ 1,445,000	\$ 750,000
2028	\$ 2,180,000	\$ -	\$ 1,450,000	\$ 750,000
2029	\$ 2,210,000	\$ -	\$ 1,500,000	\$ 750,000
2030	\$ 2,240,000	\$ -	\$ 1,500,000	\$ 750,000
2031	\$ 2,300,000	\$ -	\$ 1,500,000	\$ 750,000
2032	\$ 2,320,000	\$ -	\$ 1,500,000	\$ 750,000
2033	\$ 7,350,000	\$ -	x	\$ 125,000
Total	\$ 41,680,000	\$ 2,700,000*	\$ 18,615,000	\$ 11,362,500

*Pursuant to the Settlement Agreement, in no event shall the forbearance amount exceed \$2,700,000 in the aggregate, including accrued interest, and if in any one year, the City does not use the entire 20% of Annual Deferral Amount, it may exceed 20% in a future year until 2026, subject to the overall \$2,700,000 aggregate limit.

x The City contribution in 2033 should be sufficient, when taken together with the option payment, if any, from DGS to pay the outstanding balances owed to the bondholders and AGM, to the extent AGM has advanced any amounts, and in accordance with the Settlement Agreement. The expected option payment in 2033 from DGS will be \$4,863,785, in addition to the \$125,000 installment already payable that year.

EXHIBIT B

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

C. ALAN WALKER, IN HIS
CAPACITY AS SECRETARY
FOR THE DEPARTMENT OF
COMMUNITY AND ECONOMIC
DEVELOPMENT

Petitioner,

v.

CITY OF HARRISBURG

Respondent.


NO. 569 MD 2011

CERTIFICATE OF CONCURRENCE FOR THE CITY OF HARRISBURG

AND NOW, comes the City of Harrisburg, by and through Neil Grover, Solicitor, for the City of Harrisburg, to demonstrate the City's concurrence with the Settlement Agreement attached to Petitioner's Notice of Filing (the "Notice") and submitted pursuant to and in furtherance of the Harrisburg Strong Plan. The City affirms that it has duly authorized, executed and delivered the Settlement Agreement and the Settlement Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms. The City has carefully reviewed the contents of this Notice and concurs with the representations and certifications contained therein.

Accordingly, the City of Harrisburg endorses the averments of the Notice filed by the Coordinator and concurs with the relief requested therein.

Dated: 02/10/2015



Neil Grover
Solicitor, City of Harrisburg

EXHIBIT C

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

C. ALAN WALKER, IN HIS
CAPACITY AS SECRETARY
FOR THE DEPARTMENT OF
COMMUNITY AND ECONOMIC
DEVELOPMENT

Petitioner,

v.

CITY OF HARRISBURG

Respondent.

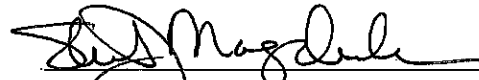
NO. 569 MD 2011

**CERTIFICATE OF CONCURRENCE FOR THE REDEVELOPMENT
AUTHORITY OF THE CITY OF HARRISBURG**

AND NOW, comes the Redevelopment Authority of the City of Harrisburg (the "Authority"), by and through Stuart Magdole, Attorney for the Authority, to demonstrate the Authority's concurrence with the Settlement Agreement attached to Petitioner's Notice of Filing (the "Notice") and submitted pursuant to and in furtherance of the Harrisburg Strong Plan. The Authority affirms that it has duly authorized, executed and delivered the Settlement Agreement and the Settlement Agreement constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms. The Authority has carefully reviewed the contents of this Notice and concurs with the representations and certifications contained therein.

Accordingly, the Authority endorses the averments of the Notice filed by the Coordinator and concurs with the relief requested therein.

Dated: February 11, 2015



Stuart J. Magdole
Attorney, Harrisburg Redevelopment
Authority

EXHIBIT D

averments of the Notice filed by the Coordinator and concurs with the relief requested therein.

Dated: February 26, 2015



James S. Gkonos
SAUL EWING LLP
Centre Square West, 38th Floor
1500 Market Street
Philadelphia, PA 19102

Attorney for Assured Guaranty
Municipal Corp.

Certificate of Service

I, John Michael Quain Jr., hereby certify that on this day I served the foregoing document upon the persons and in the manner indicated below, which service satisfies the requirements of Pa. R.A.P. 121:

Service by first class mail addressed as follows:

Neil Anthony Grover
10 North Second Street
Suite 402
Harrisburg, PA 17101
(717)255-3065
Solicitor, City of Harrisburg

Scott T. Wyland
Salzmann Hughes PC
105 N. Front Street, Suite 205
Harrisburg, PA 17101
(717)249-6333
Attorneys for certain Suburban Municipalities

Markian Roman Slobodian
Law Offices of Markian R. Slobodian
801 N. 2nd Street
Harrisburg, PA 17102-3213
(717)232-5180
Attorneys for Ambac Assurance Corporation

Ronald L. Finck
Mette, Evans & Woodside
3401 N. Front Street
P.O. Box 5950
Harrisburg, PA 17110
(717)232-5000
Attorneys for County of Dauphin

Paul M. Hummer
Saul Ewing LLP
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102-2186
(215) 972-7777
Attorneys for Assured Guaranty Municipal Corp.

James S. Gkonos
Saul Ewing LLP
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Attorneys for Assured Guaranty Municipal Corp.

Edward Lee Stinnett, II
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Carlisle, PA 17015
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Arent Fox LLP
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(202)857-6018
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Stuart J. Magdole
Smigel, Anderson & Sacks, LLP
4431 N. Front Street, 3rd Floor
Harrisburg, PA 17110
(717) 234-2401
Attorney for Harrisburg Redevelopment Authority

Joseph Krolikowski
McKenna Long & Aldridge LLP
303 Peachtree Street, Suite 5300
Atlanta, GA 30308
Phone: (404)527-4000
Fax: (404) 527-4198
*Attorneys for Fredrick A. Reddig, in his official capacity as Coordinator for the
City of Harrisburg*

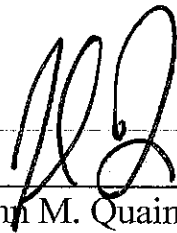
Thurbert Baker
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303 Peachtree Street, Suite 5300
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*Attorneys for Fredrick A. Reddig, in his official capacity as Coordinator for the
City of Harrisburg*

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303 Peachtree Street, Suite 5300
Atlanta, GA 30308
Phone: (404)527-4000
Fax: (404)527-4198

*Attorneys for Fredrick A. Reddig, in his official capacity as Coordinator for the
City of Harrisburg*

Dated: _____

3/10/15



John M. Quain Jr.
Attorney I.D.: 311983
Christopher C. Houston
Attorney I.D.: 36502
Governor's Office of General Counsel
Department of Community and
Economic Development
400 North Street, Plaza Level
Harrisburg, PA 17120
(717) 214-5300
(717) 772-3103 (fax)
chouston@pa.gov
jquain@pa.gov