
BOND PURCHASE AGREEMENT
BETWEEN
CITY OF RAMSEY, MINNESOTA,
PCS BUILDING COMPANY,
PACT CHARTER SCHOOL
AND
DOUGHERTY & COMPANY LLC
PACT CHARTER SCHOOL PROJECT

Dated _____, 2013

This instrument was drafted by:

Best & Flanagan LLP (Daniel R. Nelson)
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402
(612) 339-7121

\$ _____ *

CITY OF RAMSEY
LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A
and
\$ _____ *

CITY OF RAMSEY
TAXABLE LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B
BOND PURCHASE AGREEMENT

_____, 2013

PACT Charter School
7250 E Ramsey Pkwy
Ramsey, MN 55303

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

PCS Building Company

Ladies and Gentlemen:

The undersigned, Dougherty & Company LLC (the “Underwriter”), hereby offers to enter into this Bond Purchase Agreement with the City of Ramsey, Minnesota (the “Issuer”), as approved and agreed to by PCS Building Company, (the “Borrower”), a Minnesota nonprofit corporation and 501(c)(3) organization, and PACT Charter School (the “School”), a Minnesota non-profit corporation and a 501(c)(3) organization, for the purchase by the Underwriter of the Bonds described below. This offer is made subject to acceptance by the Issuer and agreement by the Borrower and the School at or prior to 9:00 A.M. Central time, on _____, 2013, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Borrower, the School, and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer, the Borrower, and the School at any time prior to the acceptance hereof by the Issuer, the Borrower, and the School.

1. **Purchase and Sale.**

Subject to the satisfaction by the Issuer, the Borrower and the School of the terms and conditions set forth herein, subject also to the conditions precedent set forth herein, and in

reliance upon the representations herein set forth or incorporated by reference, the Underwriter hereby agrees to purchase from the Issuer upon the terms and conditions set forth herein and the Issuer hereby agrees to sell to the Underwriter the Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013A of the Issuer in the aggregate original principal amount of \$_____ and the Taxable Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013B of the Issuer in the aggregate original principal amount of \$_____ * (collectively, the “Bonds”) (the Bonds being more fully described in Schedule I hereto, the Indenture and the Official Statement hereinafter mentioned). The proceeds of the Bonds shall be loaned to the Borrower for the purpose of refinancing certain outstanding bonds and providing new financing for acquiring, constructing, and equipping certain public schoolhouse facilities located in Forest Lake, Minnesota, and paying certain costs of issuance (the “Project”). The expenses of selling the Bonds shall be paid as provided in Section 7 hereof. The Bonds shall be as described in the Official Statement hereinafter mentioned, and shall be issued and secured pursuant to the resolution of the Issuer adopted on _____, 2013 (the “Resolution”) approving the Bonds, the Indenture hereinafter mentioned, the Loan Agreement hereinafter mentioned, this Bond Purchase Agreement and certain related instruments.

The Bonds shall be issued pursuant to a certain Indenture of Trust, dated as of _____, 2013 (the “Indenture”) between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Trustee”). In connection with the issuance of the Bonds, the Borrower will enter into a Loan Agreement dated as of _____, 2013 with the Issuer (the “Loan Agreement”). Terms not defined herein shall have the meaning given thereto in the Indenture. The Bonds will be secured by a Mortgage, Security Agreement and Assignment of Rents dated as of _____, 2013 between the Trustee and the Borrower (the “Mortgage”). The Project will be leased by the Borrower to the School pursuant to a Lease Agreement dated as of _____, 2013 (the “Lease”). The Lease will be assigned by the Borrower to the Trustee as additional security on the Bonds (the “Lease Assignment”). Certain of the proceeds of the Bonds will be disbursed in accordance with a Disbursing Agreement dated as of _____, 2013 among the Trustee, the Borrower, and the title company named therein (the “Disbursing Agreement”). Pursuant to a Pledge and Covenant Agreement dated as of _____, 2013 (the “Pledge Agreement”) from the School, the School shall pledge certain revenues and assets to the Trustee as additional security for the Bonds. The Company and the School have also entered into a Tax Regulatory Agreement with the Issuer and the Trustee, dated as of _____, 2013 (the “Tax Regulatory Agreement”).

It is understood and agreed that the Bonds and the interest thereon are special limited obligations of the Issuer payable solely from revenues provided by the Borrower or amounts paid pursuant to the Loan Agreement and amounts held in various funds and accounts as provided in the Indenture and shall never constitute a general indebtedness of the Issuer within the meaning of any state constitutional or statutory provision and do not give rise to a general or moral obligation of the Issuer, the State of Minnesota (the “State”), or any of its political subdivisions, and do not constitute a charge against the Issuer’s property, general credit or taxing powers.

2. **Official Statement.**

(a) The Borrower and the School shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Official Statement of the Borrower relating to the Bonds (the “Official Statement”), signed on behalf of the Borrower by

its authorized representative. In connection with the offering and sale of the Bonds, the Issuer, the Borrower, and the School authorize the use by the Underwriter of copies of the Official Statement with respect to the Bonds, together with copies of the Resolution, the Indenture, the Loan Agreement, the Lease, the Mortgage, the Tax Regulatory Agreement, the Pledge Agreement and the other documents described therein. The Issuer, the Borrower, and the School hereby ratify and consent to the use by the Underwriter of the Preliminary Official Statement dated _____, 2013 and the Official Statement in connection with the sale of the Bonds.

(b) The Borrower, on behalf of itself and as agent for the Issuer and any other “issuers” within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the “MRSB”). The Borrower agrees to deliver such Official Statement within seven (7) business days after the execution hereof and in sufficient time to accompany any confirmation that requests payment.

(c) The Underwriter shall give notice to the Issuer, the Borrower, the School and any additional “issuer” on the date after which no participating Underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statement pursuant to paragraph (b)(4) of the Rule.

(d) The Underwriter agrees that it shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Official Statement, as most recently supplemented or amended (if any).

(e) The Underwriter agrees from the time the Official Statement becomes available until the earlier of (i) ninety (90) days from the end of the underwriting period or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Official Statement.

3. **Representations.**

(a) To the best knowledge of the Issuer and in reliance upon the opinions referred to in Sections 5(d)(i) hereof, the Issuer represents to and agrees with the Underwriter as follows:

(i) The statements and information contained in the Official Statement with respect to the Issuer under the captions “THE ISSUER” and “LITIGATION” (the latter only to the extent it relates to the Issuer) (together, the “Issuer Portion” of the Official Statement) in the Official Statement are, and as of the date of Closing such information in the Official Statement will be, true and correct in all material respects, and the Issuer Portion of the Official Statement does not and will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating

to the Issuer necessary to make the statements therein in the light of the circumstances under which they were made, not misleading. If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Section 2(c) hereof that Official Statements are no longer required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs with respect to the Issuer as a result of which the Issuer Portion of the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter, the Borrower and the School in writing of such events. Any information supplied by the Issuer for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating to the Issuer necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(ii) The Issuer is a public body corporate and politic under the laws of the State of Minnesota (the "State") and the Issuer has authorized by resolution the execution and delivery by the Issuer of this Bond Purchase Agreement, the Indenture, the Loan Agreement, and the Tax Regulatory Agreement.

(iii) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Bonds, the Loan Agreement, the Indenture, and the Tax Regulatory Agreement, and the adoption of the Resolution, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject.

(iv) With respect to such matters that are preconditions to the issuance of the Bonds, the Issuer has, or at the date of the Closing will have, in all respects complied with the Act.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of the Issuer or the State having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Indenture, the Loan Agreement, the Tax Regulatory Agreement, and the Bonds have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriter).

(vi) The Bonds, when duly issued, authenticated and delivered in accordance with the Resolution and the Indenture and purchased by the Underwriter as provided herein, will be the validly issued and outstanding special limited obligations of the Issuer entitled to the benefits of the Indenture; provided, however, neither the Bonds nor any interest or premium thereon will ever constitute a debt of the Issuer, the State, or any political subdivision thereof or a loan of credit thereof within the meaning of any

constitutional or statutory provision or limitation, nor constitute or give rise to a pecuniary liability of the Issuer.

(vii) The Resolution and this Bond Purchase Agreement are, and the Indenture, the Loan Agreement and the Tax Regulatory Agreement, when each of them has been executed and delivered by the Issuer, will, assuming due authorization, execution and delivery by the Borrower and the Trustee, each constitute a valid and binding obligation of the Issuer, provided that, however, the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

(viii) No litigation is pending or, to the knowledge of the Issuer, threatened (A) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the application of proceeds of the Bonds as provided in the Indenture and Loan Agreement or the collection of revenues of the Issuer pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Indenture, the Loan Agreement, the Mortgage, the Tax Regulatory Agreement, the Resolution, or this Bond Purchase Agreement, or (C) in any way contesting the existence or powers of the Issuer.

(ix) The Issuer Portion of the Official Statement was, as of its date, and is, as of this date, "final" within the meaning of paragraph (b)(1) of the Rule.

(b) The Borrower represents to and agrees with the Underwriter and the Issuer as follows:

(i) The Borrower approves the distribution and use of the Preliminary Official Statement and final Official Statement. The statements and the information set forth in the Preliminary Official Statement concerning the Borrower, the School, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by the Loan Agreement, this Bond Purchase Agreement, the Mortgage, the Continuing Disclosure Agreement dated as of _____, 2013 among the Borrower, the School, and the Trustee (the "Continuing Disclosure Agreement") the Lease, the Lease Assignment, and the Tax Regulatory Agreement (collectively, the "Borrower Documents"), and the Bondholders' Risks are true and correct and all such statements and information set forth concerning the Borrower, the School, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by the Borrower Documents and the Bondholders' Risks in the final Official Statement as of Closing will be true and correct in all material respects and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Paragraph 2(c) hereof that final Official Statements are no longer

required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs known to the Borrower (or which should have been known to the Borrower upon diligent inquiry) as a result of which the Preliminary Official Statement or the final Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Borrower shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Borrower shall prepare and deliver to the Underwriter at the expense of the Borrower as many copies of an amendment or supplement to the Preliminary Official Statement or the final Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Borrower is duly organized and existing as a nonprofit corporation under the laws of the State of Minnesota (the "State") and the Borrower has full legal right, power and authority to enter into the Borrower Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Borrower Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Borrower a breach of or default under any other agreement or instrument to which the Borrower is a party or to the Borrower's knowledge, any existing law, administrative regulation, court order or consent decree to which the Borrower is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents, have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Borrower, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of proceeds of the Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, or any other Borrower Documents, or (C) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower.

(viii) The Official Statement was, as of its date, “final” within the meaning of (b)(1) of the Rule.

(ix) The Borrower has not been, within the last five years, in default as to principal or interest with respect to any obligation issued by or guaranteed by the Borrower or with respect to which the Borrower is an obligor.

(x) The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), or corresponding provisions of prior law, is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under Section 511 of the Code. Currently, the operation of the Project does not result in unrelated business income.

(c) The School represents to and agrees with the Underwriter and the Issuer as follows:

(i) The School approves the distribution and use of the Preliminary Official Statement and final Official Statement. The statements and the information set forth in the Preliminary Official Statement concerning the School, the Project (including sources and uses of funds), the School’s participation in the transactions contemplated by the Loan Agreement, this Bond Purchase Agreement, the Lease, the Continuing Disclosure Agreement, the Pledge Agreement, and the Tax Regulatory Agreement (collectively, the “School Documents”), and the Bondholders’ Risks in the final Official Statement as of Closing will be true and correct in all material respects and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Paragraph 2(c) hereof that final Official Statements are no longer required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs known to the School (or which should have been known to the School upon diligent inquiry) as a result of which the Preliminary Official Statement or the final Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the School shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the School shall prepare and deliver to the Underwriter at the expense of the School as many copies of an amendment or supplement to the Preliminary Official Statement or the final Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The School is duly organized and existing as a nonprofit corporation under the laws of the State of Minnesota (the “State”) and the School has full legal right, power and authority to enter into the School Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the School Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the School a breach of or default under any other agreement or instrument to which the School is a party or to the School's knowledge, any existing law, administrative regulation, court order or consent decree to which the School is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the School of its obligations hereunder and under the other School Documents, have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other School Documents, when each of them has been executed and delivered by the School, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the School, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the School, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of proceeds of the Bonds as provided in the Indenture and the Loan Agreement or the collection or revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, or any other School Documents, or (C) in any way affecting, in a material adverse manner, the property of the School or contesting the existence or powers of the School.

(viii) The Official Statement was, as of its date, "final" within the meaning of (b)(1) of the Rule.

(ix) The School has not been, within the last five years, in default as to principal or interest with respect to any obligation issued by or guaranteed by the School or with respect to which the School is an obligor.

(x) The School is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of prior law, is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under Section 511 of the Code. Currently, the operation of the Project does not result in unrelated business income.

(c) The Underwriter represents to and agrees with the Issuer as follows:

(i) The Bonds to be sold pursuant to this Agreement shall be in denominations of \$5,000 or integral multiples of \$5,000 in excess thereof.

4. **Closing.** At 10:00 A.M., Central time, on _____, 2013 or such later date as we mutually agree upon (the "Closing"), the Issuer will deliver or cause to be delivered to us, at the offices of the Underwriter or at such other place as we may mutually agree upon, the Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Briggs & Morgan, P.A., and the Underwriter will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Bonds will be delivered as fully registered bonds in such authorized denominations and registered in the name of Cede & Co. and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing. The Issuer will deposit with the Trustee, as agent to the Depository Trust Company (or such other acceptable depository institution), any or all of the Bonds, registered in such name or names as the Underwriter may request.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds. The Underwriter and the Issuer will cooperate to obtain the CUSIP numbers. Simultaneously with the delivery of the Bonds, the Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of such delivery as provided in Section 5(d)(i) below.

5. **Conditions Precedent.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon (i) the representations, warranties and agreements of the Issuer contained herein and in the Indenture, the Loan Agreement, and the Resolution; (ii) the representations, warranties and agreements of the Borrower contained herein and in the other Borrower Documents; (iii) the representations, warranties and agreements of the School herein and in the other School Documents; and (iv) the performance by the Issuer, the Borrower, and the School of their obligations hereunder, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Underwriter's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer, the Borrower, and the School contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Official Statement, the Resolution, the Act, the Indenture, the Loan Agreement, the Mortgage, the Lease, the Lease Assignment, the Pledge Agreement, the Continuing Disclosure Agreement and the Tax Regulatory Agreement shall be in full force and effect, shall each be in form and substance acceptable to the Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; and you shall have duly adopted and there shall be in full force and effect such resolutions, and entered into such agreements, as, in the opinion of Briggs & Morgan,

P.A. (herein “Bond Counsel”), and in the opinion of Best & Flanagan LLP, counsel to the Underwriter, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Bonds.

(c) The Underwriter may terminate this Bond Purchase Agreement by notification in writing or by telegram to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing: (A) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service, or any other agency of the Federal government having jurisdiction, or a release or official statement shall be issued by the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Bonds, which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or (B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended (the “1933 Act”), or of the Trust Indenture Act of 1939, as amended (the “1939 Act”); or (C) the Congress of the United States of America shall enact a law, or a bill shall be favorably reported out of committee of either House, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter shall be made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the 1933 Act or the 1939 Act; or (D) the United States of America shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; or (E) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (F) a general banking moratorium shall have been declared by the United States of America, State of New York or State of Minnesota authorities; or (G) an event shall occur which in the reasonable judgment of the Underwriter (1) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and/or (2) materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or (H) all documentation in connection with the issuance of the Bonds shall not be satisfactory in form and substance to the Underwriter or its counsel; or (I) economic, market or other conditions shall occur or exist which, in the judgment of the Underwriter, render the Bonds incapable of being sold on terms acceptable to the Underwriter; or (J) the results of any due diligence efforts by the Underwriter with respect to the proposed issuance of the Bonds shall not, in the sole discretion of the Underwriter, be satisfactory to the Underwriter; or (K) any suit, proceeding, litigation or other action shall be commenced, or, if commenced prior to the date hereof, shall be continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Underwriter, may affect the marketing, sale or delivery of the Bonds; or (L) the Underwriter, the Borrower, the School, and the Issuer shall not have reached agreement as to the terms of any of the agreements referred to in this Bond Purchase Agreement.

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Underwriter shall approve):

(i) The unqualified approving opinion(s) of Bond Counsel, dated the date of the Closing, in form acceptable in all respects to the Underwriter (together with a letter of Bond Counsel, addressed to the Underwriter and the Borrower, to the effect that the Underwriter and the Borrower may rely on such opinion), in substantially the form attached hereto as Exhibit A-1, and a supplementary opinion of Bond Counsel dated the date of the Closing, in substantially the form attached hereto as Exhibit A-2;

(ii) (Intentionally omitted.);

(iii) The opinion of John Cairns Law, P.A., Counsel to the Borrower and the School, dated the date of Closing and addressed to the Issuer, Bond Counsel, and the Underwriter, in substantially the form attached hereto as Exhibit C;

(iv) The opinion of Best & Flanagan LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, in substantially the form attached hereto as Exhibit D;

(v) A certificate of the Issuer, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Issuer contained herein and in the Resolution, the Indenture, the Loan Agreement, and the Tax Regulatory Agreement are true and correct in all material respects as of the date of the Closing; (B) no litigation is pending or threatened, to the knowledge of the Issuer, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Indenture or the Resolution, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution, the Indenture, the Loan Agreement, the Tax Regulatory Agreement, or this Bond Purchase Agreement, or (3) in any way contesting the existence or powers of the Issuer; (C) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Issuer Portion of the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; and (D) the information in the Issuer Portion of the Official Statement is true, accurate and complete in all material respects;

(vi) A certificate of the Borrower, signed by the President and Secretary of the Board of Trustees of the Borrower, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Borrower contained herein and in the Borrower Documents are true and correct in all material respects as of the date of the Closing; (B) to the knowledge of the Borrower, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Indenture, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution, the Indenture, or any of the Borrower Documents, or (3) in any way contesting the existence or powers of the Borrower; (C) no event affecting the Borrower

has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement concerning the Borrower, the School, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by the Borrower Documents and Bondholders' Risks is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Borrower authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, this Bond Purchase Agreement, the Indenture, the Borrower Documents and the Bonds have been duly approved by the Borrower, are in full force and effect and have not been modified, amended or repealed; (F) the Borrower has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own and operate its facilities; (G) the Borrower is a nonprofit corporation organized and validly existing under the laws of the State of Minnesota with full power and authority to own its properties and conduct its business; and (H) there are no adverse IRS determinations and no proceedings are pending or, to the knowledge of such officer, threatened in any way contesting or affecting the Borrower's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or which would subject any income of the Borrower to federal income taxation;

(vii) A certificate of the School, signed by an officer of the School, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the School contained herein and in the School Documents are true and correct in all material respects as of the date of Closing; (B) to the knowledge of the School, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Indenture, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution, the Indenture, or any of the School Documents, or (3) in any way contesting the existence or powers of the School; (C) no event affecting the School has occurred since the date of the Official Statement which should be disclosed in the Official Statement, of the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement concerning the School, the Project (including sources and uses of funds), the School's participation in the transactions contemplated by the School Documents and Bondholders' Risks is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the School authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving the respective forms of, as the case may be, this Bond Purchase Agreement, the Indenture, the School Documents and the Bonds have been duly approved by the Board of Directors of the School, are in full force and effect and have not been modified, amended or repealed; (F) the School has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to operate its facilities; (G) the School is a nonprofit corporation organized and validly existing under the laws of the

State of Minnesota with full power and authority to conduct its business; and (H) there are no adverse IRS determinations and no proceedings are pending or, to the knowledge of such officer, threatened in any way contesting or affecting the School's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or which would subject any income of the School to federal income taxation;

(viii) Certified copies of the Borrower's resolutions or comparable actions of its Board of Directors authorizing the execution and delivery of the Borrower Documents and approving the Bonds and the Official Statement;

(ix) Certified copies of the School's resolutions or comparable actions of its Board of Directors approving the actions of the Borrower and the transaction contemplated herein, authorizing the execution and delivery of the School Documents and approving the Official Statement;

(x) A title insurance policy, or commitment therefore, in a form satisfactory to the Underwriter and Bond Counsel;

(xi) Evidence that the Bonds have been rated BBB- or better by Standard and Poor's Ratings Group, a division of McGraw Hill;

(xii) [Reserved];

(xiii) [Reserved];

(xiv) An execution copy or other copy, certified to our satisfaction as true and correct, of each of the following items: the Mortgage, the Lease, the Lease Assignment, the Pledge Agreement, the Continuing Disclosure Agreement, the Loan Agreement, the Indenture, the Tax Regulatory Agreement, the Resolution, the policy of title insurance referred to in clause (x) of this paragraph, the Borrower's articles of incorporation, bylaws, 501(c)(3) determination letter and certificate of good standing in Minnesota, the School's articles of incorporation, bylaws, 501(c)(3) determination letter, and certificate of good standing in Minnesota;

(xv) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents as counsel for the Underwriter, or Bond Counsel, may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Bonds;

If the Issuer, the Borrower, or the School shall be unable for any reason to satisfy the conditions of the Underwriter's obligation contained in this Bond Purchase Agreement or if the Underwriter's obligation shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the Underwriter, the Issuer, the Borrower, or the School shall have any further obligations or liability hereunder,

except that the respective obligations of the Issuer, the Borrower, the School, and the Underwriter set forth in Section 7 hereof, shall continue in full force and effect.

6. **Amendments to Official Statement.** After the date of the Official Statement and so long as the Underwriter, or dealers, if any, participating in the original distribution of the Bonds, are offering Bonds which constitute the whole or a part of their unsold participations, the Issuer, the Borrower or the School will (a) not adopt any amendment of or supplement to the Official Statement without the prior written consent of the Underwriter, and (b) during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense of the Borrower, a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) which will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer, the Borrower and the School will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request.

7. **Payment of Expenses.**

(a) Upon and subject to the issuance, sale and delivery of the Bonds by the Issuer, the Borrower agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Bonds, all expenses and costs to effect the authorization, preparation, issuance, delivery, and sale of the Bonds, including, without limitation, (i) the Underwriter fee of \$_____, (ii) rating agency fees and expenses, if any, (iii) the fees and disbursements of Bond Counsel, the fees and disbursements of Borrower's and School's counsel, (iv) the fees and disbursements of the Issuer, Issuer's Counsel, and the Trustee, (v) the fees and disbursements of Underwriter's counsel, (vi) the fees and expenses of Underwriter's counsel in connection with qualification of the Bonds for sale under any Blue Sky or other securities laws and regulations of various jurisdictions and preparation of any Blue Sky survey, (vii) the fees and expenses of certified public accountants, (viii) the expenses and costs for the printing and distribution of the Bonds, the Preliminary Official Statement and the final Official Statement, (ix) the expenses and costs for photocopying the Preliminary Official Statement, the final Official Statement, the Resolution, the Indenture, the Borrower Documents, the School Documents, and all other agreements and documents contemplated hereby, and (x) the various other expenses and costs of Closing.

(b) If the Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Borrower or the School to perform any of their obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Borrower or the School failing to reach agreement with the Underwriter as to the terms and conditions of the transactions and documents contemplated hereby, the Borrower and the School agree that they shall pay all expenses set forth in this

Section 7 including, but not limited to, all reasonable fees and expenses of the Issuer, Issuer's Counsel, Bond Counsel and Best & Flanagan LLP counsel to the Underwriter.

8. **Rule 15c2-12 and Related Matters.** Each of the parties hereto agrees to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule.

The Underwriter has obtained and reviewed the Official Statement and, on the basis of such review, the Underwriter states that it has no reason to believe that the key representations contained therein are not truthful and complete (and in reaching such conclusion the Underwriter has relied upon (a) the accuracy and completeness of the financial information of the Borrower included in the Official Statement; (b) the accuracy and completeness of the discussion under the heading "TAX MATTERS" in the Official Statement; and (c) the accuracy of all the other information furnished by the Borrower).

9. **MSRB Rule G-11 and Allocation of Bonds.** The Borrower, the School and the Issuer acknowledge that the Underwriter, without regard to priority, may allocate the Series 2013 Bonds between customer orders and orders that could be considered to be from "related accounts" for purposes of MSRB Rule G-11. The Issuer and the Borrower hereby agree to the Underwriter's allocation of the Series 2013 Bonds to the orders that the Underwriter received during the order period for the Series 2013 Bonds, regardless of priority between customer accounts and those accounts that could be considered "related accounts".

10. **Indemnification.** The Borrower and the School agree, jointly and severally, to indemnify and hold harmless the Issuer and, except with respect to the Underwriter Portion, defined below, the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer or the Underwriter against any and all losses, claims, damages and liability (a) arising out of any statement or information in the Official Statement that is untrue in any material respect or the omission therefrom of any statement which should be contained therein as of the date of the delivery of the Bonds for the purpose for which a Official Statement is to be used or which is necessary to make the statements and information therein not misleading in any material respect; and (b) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Borrower and the School. In case any claim shall be made or action brought against the Underwriter or the Issuer or any controlling person (as aforesaid) based upon the Official Statement, in respect of which indemnity may be sought against the Borrower and the School, the person or persons seeking indemnity shall promptly notify the Borrower and the School in writing setting forth the particulars of such claim or action and the Borrower and the School shall assume the defense thereof including the retention of counsel and the payment of all expenses. The person or persons seeking indemnity or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such person seeking such indemnity unless (i) the retention of such counsel has been specifically authorized by the Borrower and the School or (ii) in the reasonable judgment of the person seeking such indemnity, such separate counsel is advisable by reason of any actual or potential conflict of interest or by reason of separate defenses.

To the same extent as the foregoing indemnity from the Borrower and the School to the Issuer and the Underwriter, the Underwriter agrees to indemnify and hold harmless the Issuer, and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer, but only with reference to (a) the price and yield of the Bonds stated on the cover of the Official Statement, (b) the optional redemption dates and prices for the Bonds, (c) the last paragraph of the cover of the Official Statement, (d) the information under the heading "Underwriting" in the Official Statement, which information has been furnished by the Underwriter specifically for use in preparation thereof (collectively, (a) through (d) above are referred to as the "Underwriter Portion") and (e) allegations or determinations that the Underwriter itself has violated the agreement set forth in Section 3(d) hereof or the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any applicable state blue sky law in the offer or sale of the Bonds. In case any such claim shall be presented in writing or any action shall be brought against the Issuer with respect thereto, indemnity may be sought from the Underwriter on account of its agreement contained in this Section, the Underwriter shall have the rights and duties given to the Borrower in the above paragraph and the Issuer shall have the rights and duties given by the above paragraph to the persons therein referred to as controlling persons.

The indemnities contained herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of the Underwriter or the Issuer or any person who controls any of such parties of any matters described in or related to the transactions contemplated hereby and by the final Official Statement, the Resolution, the Indenture, any Borrower Documents and any School Documents.

The parties hereto shall not be liable to indemnify any person in any settlement of any action effected without its consent. The parties hereto shall not be liable for any judgment if, as a result of the failure of the indemnified person to give notice of the commencement of a suit in respect of which indemnity shall be sought, the parties hereto are not provided sufficient notice to defend such suit.

11. **Notices.** Any notice or other communication to be given to the Issuer, the Borrower or the School under this Bond Purchase Agreement may be given by delivering the same in writing to the addresses set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the Underwriter c/o Manager, Public Finance Department, 90 South 7th Street, Suite 4300, Minneapolis, MN 55402-4115.

12. **Benefit.** This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Borrower, the School, and the Underwriter (including its successors or assigns), and no other person, partnership, association, or corporation shall acquire or have any right hereunder or by virtue hereof.

13. **Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to you.

14. **Governing Law; Counterparts; Consent to Jurisdiction.** This Bond Purchase Agreement shall be governed by the laws of the State of Minnesota and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Any dispute or claim arising from or relating to this Bond Purchase Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the American Arbitration Association pursuant to the Commercial Arbitration Rules as then in force, except as modified by the specific provisions of this Bond Purchase Agreement. The law applicable to the validity of this arbitration provision, the conduct of the arbitration, including any resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Uniform Arbitration Act, Minnesota Chapter 572. The parties agree that the Minnesota State courts and the federal courts located in Minnesota shall have exclusive jurisdiction over an action brought to enforce the rights and obligations arising from this provision to arbitrate, and each of the parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the foregoing, however, application may be made by either party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement. Process in any action arising out of or relating to this Bond Purchase Agreement may be served on either party to this Bond Purchase Agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested.

The arbitration shall be conducted before a tribunal composed of one neutral arbitrator chosen by mutual agreement of the parties or, if no such mutual selection is made, in accordance with the procedures of the Commercial Arbitration Rules. The arbitrator shall be an attorney admitted to the Bar of the State of Minnesota who shall have practiced for at least fifteen (15) years, and shall have significant expertise in the areas of public and education finance. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Minnesota, excluding conflicts of laws principles. The arbitration award shall be based on and accompanied by a written opinion containing findings of fact and conclusions of law. The place of arbitration shall be in Minnesota unless otherwise agreed by the parties or unless the arbitrator designates some other location.

DOUGHERTY & COMPANY LLC,
as Underwriter herein specified

By _____
Its _____

Signature page for the Bond Purchase Agreement

Approved and Agreed to:

PCS BUILDING COMPANY

By _____
Its: _____

Approved and Agreed to:

PACT CHARTER SCHOOL

By _____
Its: _____

Approved and Agreed to:

CITY OF RAMSEY, MINNESOTA

By _____
Its: Mayor

By _____
Its: Administrator

Signature page for the Bond Purchase Agreement

SCHEDULE I

\$ _____
CITY OF RAMSEY, MINNESOTA
CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A

and

\$ _____*
CITY OF RAMSEY, MINNESOTA
TAXABLE CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

Dated: _____, 2013

EXHIBIT A-1
TO THE
BOND PURCHASE AGREEMENT

Forms of Bond Counsel Opinions

\$ _____
CITY OF RAMSEY, MINNESOTA
CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A

We have acted as Bond Counsel in connection with the issuance by the City of Ramsey, Minnesota (the “Issuer”), of its Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013A (the “Bonds”), in the aggregate principal amount of \$_____ and bearing a date of original issue as of _____, 2013. We have examined the law and such certified proceedings and other documents as deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer and PCS Building Company, a Minnesota nonprofit corporation, (the “Company”), contained in the Indenture of Trust dated as of _____, 2013 (the “Indenture”), between the Issuer and Wells Fargo Bank, National Association (the “Trustee”) and the Loan Agreement dated as of _____, 2013, between the Issuer and the Company (the “Loan Agreement”), a Bond Purchase Agreement dated as of _____, 2013, by and among Dougherty & Company LLC (the “Original Purchaser”), the Issuer, the Company, and PACT Charter School Project, a Minnesota nonprofit corporation (the “School”), and upon the certified proceedings of the Issuer and other certifications of public officials furnished to us and certifications by officers of the Company and the School (including, but not limited to, certifications as to the use of Bond proceeds) without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and Federal laws (which excludes any pending legislation which may have a retroactive effect prior to the date hereof), regulations, rulings, and judicial or other decisions, it is our opinion that:

(a) the Issuer is a municipal corporation duly organized and existing under the Constitution and laws of the State of Minnesota with authority under Minnesota Statutes, Sections 469.152 through 469.1651, as amended (the “Act”), to issue the Bonds, to loan the proceeds thereof to the Company pursuant to the Loan Agreement and to execute and deliver the Indenture to secure the Bonds;

(b) the Indenture and the Loan Agreement have been duly and validly authorized, executed, and delivered by the Issuer and, assuming due authorization and execution by the other

parties thereto, are valid instruments legally binding on the Issuer and legally enforceable against the Issuer in accordance with their terms, except to the extent that enforceability of the indemnification provisions in the Loan Agreement is limited by state and federal securities laws;

(c) the proceedings show lawful authority for issuance of the Bonds under the Indenture and under the provisions of the Constitution and laws of the State of Minnesota now in force, including the Act;

(d) the Bonds have been duly and validly executed and delivered by the Issuer and authenticated by the Trustee, and are valid and binding special, limited obligations of the Issuer payable in accordance with their terms, secured by and entitled to the benefits provided by the Indenture; and the Bonds are payable solely from the revenues and other sums (the "Revenues") irrevocably pledged to the payment of the Bonds and interest thereon under the Indenture;

(e) the Bonds are not a general obligation or indebtedness of the Issuer within the meaning of any constitutional or statutory limitation, and do not constitute or give rise to a pecuniary liability of the Issuer, or charge against their general credit or taxing powers, but are payable solely from Revenues pledged to the payment thereof in accordance with the provisions of the Indenture; and

(f) as of their date of issuance, the interest on the Bonds is excluded from gross income for United States income tax purposes and is excluded, to the same extent, from both gross income and net taxable income for State of Minnesota income tax purposes (other than Minnesota franchise taxes measured by income and imposed on corporations and financial institutions). Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and the Minnesota alternative minimum tax applicable to individuals, estates, and trusts. It should be noted, however, for the purpose of computing the federal alternative minimum tax imposed on corporation, such interest is taken into account in determining adjusted current earnings. The opinion set forth in this paragraph is subject to the condition that the Issuer, the Company, and the School comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be so included in gross and net taxable income retroactive to the date of issuance of the Bonds. The Issuer, the Company, and the School have covenanted to comply with such requirements. We express no opinion regarding other federal or state tax consequences arising with respect to ownership of the Bonds or caused by the receipt or accrual of interest thereon.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, and the Loan Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Dated this ___ day of _____, 2013.

\$ _____
CITY OF RAMSEY, MINNESOTA
TAXABLE CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the City of Ramsey, Minnesota (the "Issuer"), of its Taxable Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013B (the "Bonds"), in the aggregate principal amount of \$ _____ and bearing a date of original issue as of _____, 2013. We have examined the law and such certified proceedings and other documents as deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer and PCS Building Company, a Minnesota nonprofit corporation, (the "Company"), contained in the Indenture of Trust dated as of _____, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association (the "Trustee") and the Loan Agreement dated as of _____, 2013, between the Issuer and the Company (the "Loan Agreement"), a Bond Purchase Agreement dated as of _____, 2013, by and among Dougherty & Company LLC (the "Original Purchaser"), the Issuer, the Company, and PACT Charter School Project, a Minnesota nonprofit corporation (the "School"), and upon the certified proceedings of the Issuer and other certifications of public officials furnished to us and certifications by officers of the Company and the School (including, but not limited to, certifications as to the use of Bond proceeds) without undertaking to verify the same by independent investigation.

As to questions of fact material to our opinion, we have relied upon certified proceedings, documents and certifications furnished to us by representatives of the Issuer, the Corporation and the School without undertaking to verify such facts by independent investigation. We have relied upon (1) the opinion[s] of John Cairns Law, P.A., counsel to the Corporation and to the School as to: (a) the due organization, existence and good standing of the Corporation and the School under the laws of the State of Minnesota (the "State"); (b) the due and valid authorization, execution and delivery by the Corporation of the Loan Agreement, the Lease and the Bond Purchase Agreement and the power and authority of the Corporation to execute, deliver, perform and carry out its obligations thereunder; (c) the due and valid authorization, execution and delivery by the School of the Lease, the Pledge Agreement and the Bonds Purchase Agreement and the power and authority of the School to execute, deliver, perform and carry out its obligations thereunder; (d) the status of the Corporation and the School as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and exempt from taxation under Section 501(a) of the Code; (e) the characterization of the activities of the Corporation and the School in connection with the use of the facilities financed or refinanced with the proceeds of the Bonds.

From such examination, assuming the authenticity of the documents examined by us, the genuineness of the signatures thereon and the accuracy of the facts stated therein, and based upon federal and Minnesota laws, regulations, rulings and decisions in effect on the date hereof, it is our opinion that:

(1) The Issuer is a municipal corporation of the State and has full power and authority under the Constitution and laws of the State, including Minnesota Statutes, Sections 469.152 through 469.1651, as amended, to issue the Bonds, to loan the proceeds thereof to the Corporation and to pledge the payments to be received pursuant to the Loan Agreement to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds, respectively.

(2) The Loan Agreement, the Bond Indenture and the Bond Purchase Agreement have been duly and validly authorized, executed and delivered by the Issuer and, assuming the due and valid authorization, execution and delivery by the other parties thereto, are valid and binding special, limited obligations of the Issuer enforceable in accordance with their terms, except to the extent to which the enforceability thereof may be limited by state and federal laws, rulings, decisions and principles of equity affecting remedies and by bankruptcy, reorganization, moratorium and other laws of general application relating to or affecting the enforcement of creditors' rights or laws relating to creditors' rights against public instrumentalities.

(3) The Bonds have been duly and validly authorized, executed and delivered by the Issuer and are valid and binding special, limited obligations of the Issuer enforceable in accordance with their terms and the terms of the Indenture, except to the extent to which enforceability thereof may be limited by state and federal laws, rulings, decisions and principles of equity affecting remedies and by bankruptcy, reorganization, moratorium and other laws of general application relating to or affecting the enforcement of creditors' rights or laws relating to creditors' rights against public instrumentalities. The Bonds are not general obligations or indebtedness of the Issuer or the State within the meaning of any constitutional, statutory or charter limitation or a charge against their general credit or taxing powers, but are payable solely from the revenues pledged to the payment thereof, secured by the provisions of the Indenture. By the Indenture, the Issuer has validly granted to the Trustee a security interest in all of its right, title and interest in the Loan Agreement (except for certain rights to fees, administrative costs and indemnification). Under the Indenture, the payments required to be made under the Loan Agreement, in amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, are to be paid to the Trustee for the account of the Issuer and deposited in special trust accounts created by the Indenture and pledged for that purpose.

We have not been engaged, and have not undertaken, to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds, and we express no opinion relating thereto.

Dated: _____, 2013.

Very truly yours,

EXHIBIT A-2
TO THE
BOND PURCHASE AGREEMENT

Form of Supplemental Opinion of Bond Counsel

_____, 2013

Dougherty & Company LLC
90 South Seventh Street, Suite 4300
Minneapolis, MN 55402-4115

Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

Re: \$_____ City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and \$_____ City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the “Bonds”)

Ladies and Gentlemen:

We have delivered this day our approving legal opinion relating to the above-referenced bonds (the “Bonds”), which you may rely upon as though addressed to you. We have also examined a copy of the Official Statement dated _____, 2013 relating to the Bonds (the “Official Statement”) and such other documents relating to the Bonds as are referred to in our approving opinion. Terms used herein shall have the meaning assigned in our other opinion, or if not defined therein, as defined in the Official Statement. Based upon such examinations and present laws, regulations, rulings and decisions, it is our opinion that:

1. The offer and sale of the Bonds and the underlying securities, if any, are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

2. The description of the Bonds, the Indenture, the Loan Agreement, the Mortgage and the Tax Regulatory Agreement (collectively, the “Bond Documents”) under the captions “SUMMARY INFORMATION,” “INTRODUCTORY STATEMENT,” “THE SERIES 2013 BONDS,” “SECURITY FOR THE BONDS,” and “TAX MATTERS” in the Official Statement and in Appendix C: “THE LOAN AGREEMENT,” “THE INDENTURE,” “THE MORTGAGE” and “THE PLEDGE AND COVENANT AGREEMENT” to the Official Statement are fair and accurate and conform in all material respects to the provisions of the Bond Documents purported to be summarized therein, and the applicable statements contained in the Official Statement under the caption “TAX MATTERS” accurately reflect the applicable portions of our approving legal opinion referenced above in all material respects.

You may rely on our approving legal opinion referenced above as if it were addressed to you.

Very truly yours,

EXHIBIT B
TO THE BOND
BOND PURCHASE AGREEMENT

[Intentionally Omitted.]

EXHIBIT C
TO THE BOND
BOND PURCHASE AGREEMENT

Form of Opinion of Counsel to the Borrower and the School

Dougherty & Company LLC
90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402-4115

Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

Briggs & Morgan, P.A.
80 South Eighth Street, Suite 2200
Minneapolis, Minnesota 55402

Wells Fargo Bank, National Association
Corporate Trust & Escrow Services
625 Marquette Avenue, 11th Floor
MAC: N9311-115
Minneapolis, Minnesota 55479

Re: \$_____ City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and \$_____ City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the “Bonds”)

Ladies and Gentlemen:

We have acted as counsel to PCS Building Company (the “Borrower”) and PACT Charter School (the “School”), in connection with the issuance of the captioned bonds (the “Bonds”). This opinion is being delivered to you pursuant to Section 5(d)(iii) of the Bond Purchase Agreement, dated _____, 2013 (the “Bond Purchase Agreement”), between Dougherty & Company LLC (the “Underwriter”), the Borrower, the School, and the City of Ramsey, Minnesota (the “Issuer”). All terms used with initial capital letters but not defined herein have the meanings assigned to them in the Bond Purchase Agreement.

We have examined the following documents: (1) the Bond Purchase Agreement; (2) the Indenture of Trust, dated as of _____, 2013 (the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, as Trustee (the “Trustee”); (3) the Loan Agreement, dated as of _____, 2013 (the “Loan Agreement”), between the Issuer and the Borrower; (4) the Mortgage, Security Agreement, and Assignment of Rents dated as of _____, 2013 between the Issuer and the Borrower (the “Mortgage”); (5) the Lease Agreement dated as of _____, 2013 (the “Lease”) between the Borrower and the School; (6) the Assignment of Lease dated as of _____, 2013 (the “Lease Assignment”) from the Borrower to the Trustee; (7) the Tax Regulatory Agreement dated as of _____, 2013 (the “Tax Regulatory Agreement”) between the Issuer, the Trustee, the Borrower, and the School; (8) the Pledge and Covenant Agreement dated as of _____, 2013 (the “Pledge Agreement”) from the School to the Trustee; (9) the Continuing Disclosure Agreement dated as of _____, 2013 (the

“Continuing Disclosure Agreement”) between the Borrower, the School, and the Trustee; (10) certificates and affidavits of representatives of the Issuer, the Borrower, the School, and other public officials. We have also reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below. For purposes of this opinion, “Documents” means the documents listed in (1) through (10) above.

In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Borrower or the School, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to my opinions, we have relied upon the representations made in the Bond Purchase Agreement and the Loan Agreement and upon certificates of officers of the Borrower, the School, the Issuer, and of other public officials (including, without limitation, those certificates delivered to others at the Closing).

Our opinions expressed below as to certain factual matters are qualified as being limited “to my knowledge” or by other words to the same or similar effect. Such words, as used herein, mean the information known to us in connection with the transactions contemplated by the Bond Purchase Agreement and the Loan Agreement. In rendering such opinions, we have conducted no review of documents in our files relating to any other matters in which we have represented the Borrower and the School.

Based on the foregoing, we are of the opinion that:

1. The Borrower is validly existing in good standing as a nonprofit corporation under the laws of the State of Minnesota.
2. The School is validly existing in good standing as a non-profit corporation under the laws of the State of and is qualified to do business in Minnesota.
3. The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), is exempt from federal income taxation under Section 501(a) of the Code. To the best of my knowledge, after reasonable investigation consisting of interviews with officers of the Borrower most likely to have relevant information, the Borrower has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Internal Revenue Code arising out of the ownership, use or operation of the property to be financed or refinanced with the Bonds and the Borrower has no “unrelated business taxable income” from any source which could have a material adverse effect on its status as an organization described in Section 501(c)(3) of the Internal Revenue Code or its exemption from federal income taxation under Section 501(a) of the Internal Revenue Code or which, if such income were subject to federal income taxation,

would have a material adverse effect on the combined condition, financial or otherwise, of the Borrower.

4. The School is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), is exempt from federal income taxation under Section 501(a) of the Code. To the best of my knowledge, after reasonable investigation consisting of interviews with officers of the School most likely to have relevant information, the School has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Internal Revenue Code arising out of the ownership, use or operation of the property to be financed or refinanced with the Bonds and the School has no “unrelated business taxable income” from any source which could have a material adverse effect on its status as an organization described in Section 501(c)(3) of the Internal Revenue Code or its exemption from federal taxation under Section 501(a) of the Internal Revenue Code or which, if such income were subject to federal income taxation, would have a material adverse effect on the combined condition, financial or otherwise, of the School.

5. The composition of the Board of Directors of both the Borrower and the School are in compliance with the laws of the State of Minnesota and no members of either Board of Directors is interested in the Documents, the Project, or any contract, agreement, or job contemplated to be entered into or undertaken with respect to the contemplated transaction.

6. The proposed use of the Project by the Borrower and the School will not constitute an “unrelated trade or business” or “private business use” within the meaning of Sections 145(a)(2) and 141(b) of the Code. Neither the execution of the Documents by the Borrower and the School nor the ownership and operation of the Project as contemplated in the Documents and pursuant to the requirements of the Tax Regulatory Agreement will jeopardize the Borrower’s or the School’s status as organizations described in Section 501(c)(3) of the Code.

7. The Borrower has full power and authority to execute, deliver and perform its obligations under each of the Documents which it is a party and to own its property and conduct its business as presently conducted and as described in the Official Statement.

8. Each of the Documents has been duly authorized by all requisite corporate action, executed, and delivered by the Borrower.

9. Each of the Documents constitutes the valid and binding obligation of the Borrower enforceable in accordance with its terms.

10. The Lease, the Pledge Agreement, and the Continuing Disclosure Agreement have been duly authorized by all requisite corporate action, executed, and delivered by the School.

11. The Lease, the Pledge Agreement, and the Continuing Disclosure Agreement constitute valid and binding obligations of the School enforceable in accordance with its terms.

12. The execution and delivery of the Documents and the Pledge Agreement will not violate or conflict with the Articles of Incorporation or Bylaws of the Borrower or the Articles of Incorporation or Bylaws of the School or any organizational document or proceeding organizing or establishing the Borrower or the School or any agreement or instrument known to us to which the Borrower or the School is a party or by which the Borrower or the School is bound.

13. The execution and delivery of the Documents and the Pledge Agreement and the sale and issuance of the Bonds will not, to our knowledge, violate any rule or regulation applicable to the Borrower or the School, of any governmental authority or regulatory body of the United States or the State of Minnesota, or any judgment, order or decree known to me and applicable to the Borrower or the School of any court, governmental authority or arbitrator (except for federal and state securities laws and antitrust laws, as to which we express no opinion).

14. To our knowledge, no consent, approval, authorization or order of, and no notice to or filing with, any governmental agency or body or any court is required to be obtained or made by the Borrower and the School for the sale and issuance of the Bonds pursuant to the Bond Purchase Agreement, except such as have been obtained or made and such as may be required under state securities or blue sky laws.

15. We know of no pending or overtly threatened lawsuits or claims against the Borrower or the School with respect to the issuance and sale of the Bonds pursuant to the Bond Purchase Agreement or which would adversely affect the validity of or security for the Bonds, the Indenture or any of the Documents.

16. We have not verified the information contained in the Official Statement, dated _____, 2013, relating to the Bonds (the "Official Statement"), or in the Appendices thereto, and we do not assume any responsibility for the accuracy, completeness or fairness of any statements contained in the Official Statement or the Appendices thereto and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. Based upon our experience as counsel to the Borrower and the School and participation in the preparation of the Official Statement, however, nothing has come to our attention that would cause me to believe that the descriptions of the Lease and the information contained in the Official Statement under the captions "SUMMARY INFORMATION," "INTRODUCTORY STATEMENT," "BONDHOLDERS' RISKS," "THE COMPANY," "THE SCHOOL," "THE PROJECT," "SOURCES AND USES OF FUNDS," "LITIGATION (as it relates to the Borrower and the School)," Appendix A: "THE COMPANY, THE SCHOOL, AND THE PROJECT," Appendix D: "CHARTER AGREEMENT WITHOUT EXHIBITS," Appendix E: "THE LEASE" and "THE PLEDGE AGREEMENT" (except with respect to the financial statements and other financial and statistical data included therein, as to which we make no comment) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

17. The distribution of the Official Statement has been duly approved by the Borrower and the School, and the Borrower and the School have duly executed and delivered the Official Statement. Such approval, execution, and delivery were duly authorized.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) Our opinions in paragraphs 8 and 10 above are subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting creditors' or secured creditors' rights, or the enforcement of creditors' or secured creditors' rights against public corporations or instrumentalities thereof.

(b) Our opinions in paragraphs 8 and 10 above are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

(c) Our opinions in paragraphs 8 and 10 above are subject to possible judicial action giving effect to governmental actions or foreign laws affecting creditors' rights.

(d) Our opinions in paragraphs 8 and 10 above, insofar as they relate to indemnification provisions, are subject to the effect of federal and state securities laws and public policy relating thereto.

Our opinions expressed above are limited to the law of the State of Minnesota and the federal laws of the United States of America.

We hereby consent to the reference to this letter on the cover of, and under "LEGAL MATTERS" in, the Official Statement.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Dated: _____, 2013.

Very truly yours,

EXHIBIT D
TO THE
BOND PURCHASE AGREEMENT

Form of Opinion of Counsel to the Underwriter

_____, 2013

Dougherty & Company LLC
90 South Seventh Street, Suite 4300
Minneapolis, MN 55402-4115

Re: \$_____ City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and \$_____ City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the “Bonds”)

Ladies and Gentlemen:

We have acted as counsel to Dougherty & Company LLC (the “Underwriter”) in connection with that certain Bond Purchase Agreement, dated _____, 2013 between and among the City of Ramsey, Minnesota, PCS Building Company, PACT Charter School and the Underwriter (the “Bond Purchase Agreement”) relating to the issuance and sale by the City of Ramsey, Minnesota (the “Issuer”) of the captioned bonds (the “Bonds”), and the placement thereof by the Underwriter pursuant to the Bond Purchase Agreement. Capitalized terms defined in the Bond Purchase Agreement, and not otherwise defined herein, are used in this opinion with the meanings assigned to them in the Bond Purchase Agreement.

We have examined executed counterparts of the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Mortgage, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, the Pledge Agreement, the Lease, and the Resolution adopted by the Issuer on January 23, 2013 authorizing, among other things, the issuance and sale of the Bonds. We have also examined the originals, or copies, certified or otherwise identified to our satisfaction, of such other documents, certificates of public officials and other persons, and other materials as we have deemed necessary or advisable for purposes of this opinion, including documents relating to the authorization, execution, and delivery of the Bond Purchase Agreement and the other above-mentioned documents. As to various matters of fact material to such opinion, we have, when such facts were not independently established, relied to the extent we deem such reliance proper on certificates of the Issuer, the Borrower, the School, and public officials. We have assumed that all signatures on executed documents are genuine, that all certified copies conform to the originals, and that all certificates containing relevant facts are correct.

We do not express any opinion herein concerning any law other than the laws of the State of Minnesota and the federal laws of the United States of America.

We have participated in conferences at which the Official Statement was discussed. We have generally reviewed and discussed with the Underwriter, Bond Counsel, the officers of the

Issuer, the Borrower, and the School (or their respective counsel) the information and statements contained in the Official Statement, but we have not independently investigated or verified the accuracy or completeness of the statements and information contained in the Official Statement. As to the matters discussed in the Official Statement under the captions “DESCRIPTION OF THE SERIES 2013 BONDS,” “SECURITY FOR THE SERIES 2013 BONDS,” and “TAX MATTERS,” Appendix E: “DEFINITIONS,” “THE LOAN AGREEMENT,” “THE INDENTURE,” “THE MORTGAGE,” and “THE PLEDGE AGREEMENT” we have relied on an opinion, dated the date hereof, of Briggs & Morgan, P.A., Minneapolis, Bond Counsel, and the certificates referred to above as to the accuracy of the statements contained therein.

As to matters discussed in the Official Statement under the captions “THE ISSUER” and “LITIGATION” (with respect to the Issuer only), we have relied on the certificates referred to above as to the accuracy of the statements contained therein.

As to matters discussed in the Official Statement under the captions, “SUMMARY OF INFORMATION,” “INTRODUCTORY STATEMENT,” “BONDHOLDERS’ RISKS,” “THE COMPANY,” “THE SCHOOL,” “THE PROJECT,” “SOURCES AND USES OF FUNDS,” “LITIGATION,” Appendix A: “THE COMPANY, THE SCHOOL, AND THE PROJECT,” Appendix D: “CHARTER AGREEMENT WITHOUT EXHIBITS” and Appendix E: “THE LEASE” and “THE PLEDGE AGREEMENT” in the Official Statement we have relied on an opinion, dated the date hereof, of John Cairns Law, P.A., Minneapolis, Minnesota, counsel to the Borrower and the School, and the certificates referred to above as to the accuracy of the statements contained therein.

Based on the foregoing, nothing has come to our attention which would lead us to believe that the Official Statement (except with respect to any financial or statistical data or forecasts, and information about DTC contained in or omitted from the Official Statement on which we express no opinion) contains any untrue statement of material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

This opinion is furnished solely for the benefit of the Underwriter and it may not be relied upon, used, circulated, quoted or otherwise referred to by any other person without our prior written consent.

Very truly yours,

BEST & FLANAGAN LLP