

DEVELOPMENT AGREEMENT

BY AND BETWEEN

**HOUSING AND REDEVELOPMENT AUTHORITY OF THE
CITY OF SAINT PAUL, MINNESOTA**

AND

SNELLING-MIDWAY REDEVELOPMENT, LLC

DATED JUNE 28, 2024

This instrument drafted by:

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 28th day of June, 2024, by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota (the “HRA”), and Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”).

RECITALS

WHEREAS, the HRA is a public body corporate and politic, organized and existing under the provisions of Minnesota Statutes sections 469.001-469.047, as amended (the “Housing Authority Act”); and

WHEREAS, under the provisions of the Housing Authority Act, the HRA may undertake, prepare, carryout and operate housing and redevelopment projects and, within a housing and redevelopment project, the HRA may prepare a redevelopment plan and incur initiation, planning, survey and other administrative costs of the redevelopment project; and

WHEREAS, pursuant to the Housing Authority Act, the HRA has formed the Saint Paul Neighborhood Redevelopment Project Area (as expanded, the “Project Area”) and has adopted a redevelopment plan therefor (as amended, the “Redevelopment Plan”); and

WHEREAS, under the provisions of Minnesota Statutes section 469.174 through 469.1794, as amended (the “TIF Act”), the HRA is authorized to finance certain redevelopment costs of a housing and redevelopment project area with tax increment revenues derived from a tax increment financing district established within such project area; and

WHEREAS, pursuant to the TIF Act, the HRA has created, within the Project Area, the Snelling Midway Redevelopment Tax Increment Financing District, a redevelopment district under the TIF Act, consisting of the property legally described in Exhibit A attached to this Agreement, portions of which have been or will be platted or replatted (the “TIF District”), and adopted a tax increment financing plan therefor by Resolution 23-1949, duly adopted by the Board of Commissioners of the HRA (the “HRA Board”) on December 13, 2023, and approved by the City Council of the Municipality (the “City Council”) on August 25, 2021 by Resolution PH 21-218 (the “TIF Plan”), which provides for the use of tax increment financing in connection with certain development within the Project Area and the TIF District; and

WHEREAS, the TIF District currently consists of 15 parcels and adjacent roads and rights-of-way and was created to facilitate the redevelopment of the area bordered by Snelling Avenue on the West, University Avenue on the North, Pascal Street North on the East, and St. Anthony Avenue on the South into a mix of residential rental, office, retail, hotel and structured parking uses with related public infrastructure (collectively, the “Development”) based on the adopted Snelling Midway Redevelopment Site Master Plan dated April 18, 2016, as revised May 24, 2016, together with all reports and notices therewith as presented for a public hearing on August 3, 2016 under Resolution PH 16-239 and adopted by the City Council on August 17, 2016, and as amended by Resolution 23-1442 that was adopted by the City Council on September 20, 2023 (as the same may be amended, modified or supplemented from time to time, the “Master Plan”); and

WHEREAS, the Development is expected to achieve the objectives outlined in the Master Plan by redeveloping commercial properties with higher density development in the City of Saint Paul, Minnesota (the “City”) and to otherwise promote certain public purposes and accomplish certain objectives as specified in the Master Plan and the TIF Plan; and

WHEREAS, the HRA and the City Council have previously established several other tax increment financing districts (collectively, the “Qualified TIF Districts”), located in the City, and adopted tax increment financing plans therefor, pursuant to the Housing Authority Act and the TIF Act; and

WHEREAS, Section 469.176, subdivision 4n of the TIF Act (“Subd. 4n”) authorizes the HRA to spend available tax increment from any existing tax increment financing district (“Available TIF”), notwithstanding any other law to the contrary, to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of construction or substantial rehabilitation of buildings and ancillary facilities, if the following conditions exist: (1) such assistance will create or retain jobs in the State, including construction jobs; (2) construction commences before December 31, 2025; (3) the construction would not have commenced before December 31, 2025 without the assistance; (4) tax increments under the spending plan are spent by December 31, 2025; and (5) the City Council approves a written spending plan (after a duly noticed public hearing) that specifically authorizes the HRA to take such actions; and

WHEREAS, pursuant to Subd. 4n, the HRA Board adopted Resolution 22-955 on June 22, 2022, and the City Council adopted Resolution PH 22-172, following a public hearing, on the same date, each approving the Spending Plan for Various Tax Increment Financing Districts, and the HRA Board adopted Resolution 23-252 on February 22, 2023, and the City Council adopted Resolution PH 23-36, following a public hearing, on the same date approving a supplement to the Spending Plan (collectively, the “Spending Plan”), which Spending Plan authorizes the use of Available TIF from the Qualified TIF Districts (the “Spending Plan TIF”) to provide improvements, loans or assistance for private development that satisfies the criteria listed above and as further described in the Spending Plan (the “Qualified Projects” or singularly, a “Qualified Project”); and

WHEREAS, the Spending Plan expressly authorizes Available TIF assistance to a Qualified Project that advances private development of underutilized, privately owned redevelopment sites within the City consisting of construction of buildings and ancillary facilities, such as the Project (as defined below); and

WHEREAS, the Developer is the owner of land located within the TIF District and legally described in Exhibit B attached to this Agreement, together with all improvements thereon and all rights, privileges, easements, licenses, rights of way, appurtenances and hereditaments relating thereto (the “Development Property”), except for that portion of the Development Property which is owned by Midway Lot 5 LLC, a Delaware limited liability company (“Midway Lot 5”), and legally described in Exhibit B-1 attached to this Agreement, together with all improvements thereon and all rights, privileges, easements, licenses, rights of way, appurtenances and hereditaments relating thereto (the “Midway Lot 5 Property”), which Development Property is in

the process of being subdivided into platted lots and blocks in accordance with the United Village Development plat attached as Exhibit B-2 (the “Plat” or “United Village Development Plat”); and

WHEREAS, the Developer proposes to initially redevelop the Development Property consistent with the Master Plan and all legal and zoning requirements as contemplated in the Master Plan and accompanying City Council RES PH 16-239, as amended by City Council RES 23-1442, with a mixed-use development on the Phase I Parcels to consist of an approximately 210,000 square foot, full-service hotel with approximately 158 rooms, 5,000 square feet of retail, a 10,124 square foot restaurant, and an attached above ground parking structure; a 4-story approximately 87,566 square foot commercial office building, with approximately 19,620 square feet first floor retail, food and beverage and circulation, and underground and temporary surface parking; a restaurant pavilion comprised of two buildings totaling approximately 10,168 square feet; and certain public infrastructure, including roads, public trails, stormwater facilities, and other public utility and infrastructure improvements described in Section 3.3(c)(iv) - (vii) hereof in accordance with the Plat, the Construction Plans, Legal Requirements and the terms and conditions of this Agreement (the “Public Infrastructure”); and privately owned public spaces for a 0.72 acre sculpture plaza and a 0.34 acre all abilities playground, all in the first phase of development of the Development Property and as depicted on the site plan attached to this Agreement as Exhibit B-3 (collectively, the “Project”), and has requested the HRA use tax increment financing from the TIF District to assist the Developer with the costs of the Public Infrastructure, except land costs, and Spending Plan TIF to assist the Developer with the costs of certain Vertical Elements, both in order to fill the gap between the Total Development Costs and the funds available to pay such costs; and

WHEREAS, the HRA has determined that redevelopment of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, is in the vital and best interests of the HRA and the health, safety, morals and welfare of the residents of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project will be undertaken, will create or retain jobs, will result in the construction of highly desirable buildings that strengthen the community, and that can be offered at affordable lease rates for businesses desiring to locate to the area as part of the Project; and

WHEREAS, by Resolution 23-1949, duly adopted by the HRA Board on December 13, 2023, the HRA authorized, among other things, the execution and delivery of this Agreement in connection with the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the HRA and the Developer covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Defined Terms.

In addition to any other terms defined herein, the following terms used in this Agreement shall have the meaning set forth below:

“Affiliate” shall mean any corporation, partnership, limited liability company, sole proprietorship, or person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Developer. The terms “controls,” “controlled by,” or “under common control” mean the possession, direct or indirect, of the power to direct or cause the direction of the management of such Affiliate.

“Agreement” shall mean this Development Agreement by and between the HRA and the Developer, as the same may be amended, modified or supplemented from time to time.

“Available TIF” shall have the meaning set forth in the Recitals to this Agreement and relates solely to the Spending Plan TIF.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in the State.

“But-For TIF Requirement” shall have the meaning set forth in Section 2.2(d) hereof.

“Certificate of Completion” shall mean the certification provided to the Developer or a Developing Entity pursuant to Section 4.7 hereof.

“City” shall have the meaning set forth in the Recitals to this Agreement.

“City Council” shall have the meaning set forth in the Recitals to this Agreement, or any successor governing body thereto.

“Completion Date” shall mean the date the Final Certificate of Completion is executed and delivered by the HRA Representative.

“Construction Plans” shall mean the plans, specifications, drawings and related documents for the construction of the Minimum Improvements or any Public Infrastructure required under this Agreement or by the Municipality’s Code, which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector or other applicable department of the Municipality.

“Consultant” shall have the meaning set forth in Section 5.3(c)(ii) hereof.

“Contamination” shall mean the presence or release or threat of release of Regulated Substances in, on, under or emanating to or from the Phase I Parcels, which pursuant to Environmental Laws requires notification or reporting to any Governmental Authority, or which pursuant to Environmental Laws requires the identification, investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or other Response Action to such Regulated Substances, or which otherwise constitutes a violation of Environmental Laws.

“County” shall mean Ramsey County, Minnesota.

“County Assessor” shall mean the Assessor in and for the County.

“Default” shall have the meaning set forth in Section 6.1 hereof.

“Demolition SAC Credits” shall have the meaning set forth in Section 5.5 hereof.

“Developer” shall mean Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company, whose sole member is currently William W. McGuire.

“Developer Representative” shall mean William W. McGuire, his designee or any successor to the foregoing Person designated by the Developer by written notice to the HRA.

“Developing Entity” shall mean an entity, approved by the HRA, to which the Developer has transferred title to a Phase I Parcel (other than the POPS Parcels) and the Developing Entity has agreed to develop, design, finance and construct the Minimum Improvements on such parcel and has executed an Assignment and Assumption Agreement, substantially in the form attached to this Agreement as Exhibit W.

“Developing Entity Transfer” shall have the meaning set forth in Section 8.3(a) hereof.

“Development” shall have the meaning set forth in the Recitals to this Agreement.

“Development Property” shall have the meaning set forth in the Recitals to this Agreement.

“Eligible Costs” shall mean costs actually incurred and paid for by the Developer by the deadline determined under the Five-Year Rule solely for the installation of public utilities, parking facilities, streets, roads and sidewalks for the Project, as permitted by the TIF Act.

“Employment Report” shall have the meaning set forth in Section 5.4(d)(iv) hereof.

“Environmental Laws” shall mean all Laws, including any consent decrees, settlement agreements, judgments, or orders, issued by or entered into with a Governmental Authority pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment; (c) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Regulated Substances; (d) the presence of Contamination; or (e) the protection of endangered or threatened species.

“EQB Rules” shall have the meaning set forth in Section 4.1(a) hereof.

“Event of Default” shall have the meaning set forth in Section 6.1 hereof.

“Family Member” shall have the meaning set forth in Section 8.3(c)(ii) hereof.

“Final Certificate of Completion” shall mean the final Certificate of Completion provided to the Developer or a Developing Entity pursuant to Section 4.7(b) hereof.

“Final Payment Date” shall have the meaning set forth in the TIF Note.

“First Payment Date” shall have the meaning set forth in the TIF Note.

“Five-Year Rule” shall have the meaning set forth in Section 5.3(b)(i) hereof.

“*Force Majeure*” shall mean acts of God, accidents, fire or other casualty to any Phase I Element, earthquake, hurricane, tornadoes, named storms, unusually severe or prolonged bad weather, flood, acts of war or terrorism, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, governmental action (excluding any governmental action or inaction with respect to the granting or withholding of any governmental approvals or Permits needed for construction, commissioning or other matters affecting this Agreement) material shortages, strikes, boycotts, lockouts or labor disputes, pandemics (including the COVID-19 pandemic) and related acts of any federal, state or local government (other than the HRA) including, but not limited to, responsive legislation, states of emergency and executive orders, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the HRA), discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery, or any other event or occurrence beyond the reasonable control of a Party hereto claiming their occurrence, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder. Unavailability of funds shall not constitute *Force Majeure*.

“Full Employment Date” shall have the meaning set forth in Section 5.4(d)(ii) hereof.

“Governmental Authority” shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“Ground Lease” shall mean that certain Ground Lease between Midway Lot 5 and MUSC Holdings, LLC dated April 17, 2017, as the same may be amended, modified or supplemented from time to time.

“Guarantor” shall mean William W. McGuire.

“Hotel” shall have the meaning set forth in Section 3.3(c)(i) hereof.

“Housing Authority Act” shall have the meaning set forth in the Recitals to this Agreement.

“HRA” shall mean the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota, or any successors or assigns.

“HRA Board” shall have the meaning set forth in the Recitals to this Agreement.

“HRA Representative” shall mean the Executive Director, the Executive Director’s designee or any successor to the foregoing Person designated by the HRA by written notice to the Developer.

“Indemnified Parties” shall have the meaning set forth in Section 6.6(a) hereof.

“Issue Date” shall have the meaning set forth in Section 5.3(b)(ii) hereof.

“Law” or “Laws” shall mean any law, statute, code, ordinance, rule, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

“Legal Requirements” shall mean present and future Laws (including Environmental Laws) applicable to the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project.

“Lender” shall mean a lender who makes a Loan to provide financing for the construction of the Minimum Improvements or the permanent financing of the Minimum Improvements, including a loan secured by the TIF Note, and such lender’s successors and assigns.

“Loan” shall mean any loan or loans to be made to provide financing for the construction of the Minimum Improvements or the permanent financing of the Minimum Improvements, including a loan secured by the TIF Note.

“Market Value” or “Market Valuation” shall mean the market value of real property as determined by the County Assessor in accordance with Minnesota Statutes section 273.11 (or as finally adjusted by any assessor, board of equalization, commissioner of revenue, or any court).

“Master Plan” shall have the meaning set forth in the Recitals to this Agreement.

“Material Change” shall have the meaning set forth in Section 4.2(a) hereof.

“Material Change Notice” shall have the meaning set forth in Section 4.2(a) hereof.

“MGDPA” shall have the meaning set forth in Section 8.29 hereof.

“Midway Lot 5” shall have the meaning set forth in the Recitals to this Agreement.

“Midway Lot 5 Property” shall have the meaning set forth in the Recitals to this Agreement.

“Minimum Improvements” shall have the meaning set forth in Section 3.3(c) hereof.

“MPCA” shall mean the Minnesota Pollution Control Agency.

“Municipality” shall mean the City of Saint Paul, Minnesota, a Minnesota municipal corporation and home rule charter city.

“Office Building” shall have the meaning set forth in Section 3.3(c)(ii) hereof.

“Office Surface Parking” shall have the meaning set forth in Section 3.3(c)(ii) hereof.

“Parkland Agreements” shall mean collectively the Parkland Agreement for Play Space among the Municipality, MUSC Holdings, LLC, and the Developer dated March 14, 2024 and the Parkland Agreement for Sculpture Plaza between the Municipality and the Developer dated March 14, 2024, in the forms attached to this Agreement as Exhibit V, as the same may be amended hereafter by the parties to such agreements.

“Participation Amount” shall have the meaning set forth in Section 5.3(d)(vi)(B) hereof.

“Party” or “Parties” shall mean one (1) or more of the HRA or the Developer.

“Payment Date” shall have the meaning set forth in the TIF Note.

“Permits” shall mean any permit, license or approval to be issued by any Person, including Required Environmental Permits, required for demolition, construction, installation, alteration or repair of any improvements related in any manner to the Project.

“Permitted Encumbrances” shall have the meaning set forth in Section 5.2 hereof.

“Person” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

“Phase I Element” shall have the meaning set forth in Section 3.3(c) hereof.

“Phase I Parcels” shall mean the real property located in City of Saint Paul, Ramsey County, Minnesota and legally described as Lot 1, Block 1, Lot 2, Block 1, Lot 1, Block 2, Lot 1, Block 3, and Outlots A and F, United Village Development, according to the recorded plat thereof.

“Phase I Tax Increments” shall mean the Tax Increments derived from the Phase I Parcels which have been received and retained by the HRA in accordance with the provisions of Minnesota Statutes section 469.177; provided, however, if the Tax Increments derived from the Phase I Parcels are negative due to the issuance of refunds, the Phase II Tax Increments and the Unpledged Tax Increments will each be proportionately reduced such that the total reduction will equal the negative amount of the Phase I Tax Increments. Any amounts reduced will be reallocated when sufficient Phase I Tax Increments have been received and retained by the HRA.

“Phase II Element” shall have the meaning set forth in Section 3.3(h) hereof.

“Phase II Parcels” shall mean the real property located in City of Saint Paul, Ramsey County, Minnesota and legally described per the Plat as Outlots B, C, D, E and G, United Village Development, according to the recorded plat thereof.

“Phase II Tax Increments” shall mean the Tax Increments derived from the Phase II Parcels which have been received and retained by the HRA in accordance with the provisions of Minnesota Statutes section 469.177; provided, however, if the Tax Increments derived from the Phase II Parcels are negative due to the issuance of refunds, the Phase I Tax Increments and Unpledged Tax Increments will each be proportionately reduced such that the total reduction will equal the negative amount of the Phase II Tax Increments. Any amounts reduced will be reallocated when sufficient Phase II Tax Increments have been received and retained by the HRA.

“Plat” or “United Village Development” shall have the meaning set forth in the Recitals to this Agreement.

“Pledged Tax Increments” shall mean 100% of the Phase I Tax Increments and 80% of the Phase II Tax Increments as necessary to pay the TIF Note in full by the Final Payment Date.

“POPS Parcels” shall mean Outlots A and F, United Village Development, according to the recorded plat thereof.

“Pro Forma Financial Information” means the pro forma financial information for the Vertical Elements provided by the Developer to the HRA in connection with the execution of this Agreement that is set forth in Exhibit I-1.

“Project” shall have the meaning set forth in the Recitals to this Agreement.

“Project Area” shall have the meaning set forth in the Recitals to this Agreement.

“Project Schedule” shall mean the initial Project schedule attached as Exhibit E to this Agreement, as the same may be updated from time to time.

“Public Infrastructure” shall have the meaning set forth in the Recitals to this Agreement and shall specifically include the Rights of Way, and all improvements required under City code, including right of way trees, all of which shall be dedicated, transferred or conveyed to the Municipality, the estimated costs of which are set forth in Exhibit D-1 attached hereto.

“Qualified Project(s)” shall have the meaning set forth in the Recitals to this Agreement.

“Qualified TIF Districts” shall have the meaning set forth in the Recitals to this Agreement.

“Redevelopment Plan” shall have the meaning set forth in the Recitals to this Agreement.

“Regulated Substances” shall mean any substance, material or waste, regardless of its form or nature, defined under Environmental Laws as a hazardous substance, hazardous waste, toxic substance, extremely hazardous substance, toxic chemical, toxic waste, solid waste, industrial waste, residual waste, municipal waste, special handling waste, mixed waste, infectious waste, chemotherapeutic waste, medical waste, regulated substance, pollutant or contaminant or any other substance, material or waste, regardless of its form or nature that otherwise is regulated by Environmental Laws.

“Required Environmental Permits” shall mean Permits, licenses, bonds, consents, programs, approvals or authorizations required under Environmental Laws for the construction of the Project.

“Response Action” shall mean the investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or any other response action to the presence of Regulated Substances or Contamination in, on, at, under or emanating from the Phase I Parcels, including the correction or abatement of any violation required pursuant to Environmental Laws, Required Environmental Permits or by a Governmental Authority.

“Restaurant Pavilion” shall have the meaning set forth in Section 3.3(c)(iii) hereof.

“Rights of Way” shall have the meaning set forth in Section 3.3(d)(ii) hereof.

“RNDA” shall have the meaning set forth in Section 5.1(t) hereof.

“Schedule of Values” shall have the meaning set forth in Section 4.2(b) hereof.

“Spending Plan” shall have the meaning set forth in the Recitals to this Agreement.

“Spending Plan TIF” shall have the meaning set forth in the Recitals to this Agreement.

“Spending Plan TIF Disbursement Request Form” shall mean the form, substantially in the form attached hereto as Exhibit F, to be submitted to the HRA when a disbursement is requested, and which is referred to in Section 5.4(b)(i) hereof.

“Spending Plan TIF Eligible Costs” shall mean the costs actually incurred for the vertical construction of the Office Building or the Restaurant Pavilion, not to exceed the Spending Plan TIF Loan Amount.

“Spending Plan TIF Guaranty” shall mean the Guaranty of Repayment executed by Guarantor in substantially the form set forth in Exhibit G.

“Spending Plan TIF Loan” shall mean the Spending Plan TIF loan made by the HRA to the Developer as described in Article 5 of this Agreement.

“Spending Plan TIF Loan Amount” shall mean the original principal balance of the Spending Plan TIF Loan in an amount equal to \$4,000,000.00.

“Spending Plan TIF Loan Documents” shall mean this Agreement, the Spending Plan TIF Promissory Note and the Spending Plan TIF Guaranty.

“Spending Plan TIF Loan Maturity Date” shall mean December 31, 2027.

“Spending Plan TIF Promissory Note” shall mean the Spending Plan TIF Promissory Note executed by the Developer in connection with the Spending Plan TIF Loan from the HRA pursuant to Section 5.4 hereof in substantially the form set forth in Exhibit H attached to this Agreement.

“State” shall mean the State of Minnesota.

“Subd. 4n” shall have the meaning set forth in the Recitals to this Agreement.

“Substantially Complete” shall have the meaning set forth in Section 3.3(d) hereof.

“Survey” shall have the meaning set forth in Section 5.1(e) hereof.

“Tax Appeal” shall have the meaning set forth in Section 5.3(e)(iii) hereof.

“Tax Increments” shall mean that portion of the real property taxes generated by the TIF District and any improvements thereon which is actually remitted to and received and retained by the HRA as tax increment under the TIF Act, after deducting the amount of tax increments, if any, which must be paid to the City, the school district(s), the County and the State pursuant to Minnesota Statutes section 469.177, subdivisions 9 and 11, section 469.176, subdivision 4h, and section 469.175, subdivision 1a, or are otherwise allocated to other taxing jurisdictions pursuant to the TIF Act; for purposes of this definition, “generated by the TIF District and any

improvements thereon” means the portion of the Tax Increment actually received by the HRA from the TIF District, taking into account tax delinquencies and petitions.

“Tax Official” shall mean any city or County assessor; County auditor; city, County or State board of equalization; the Commissioner of Revenue of the State; or any State or federal district court, the Tax Court of the State, or the State Supreme Court.

“Termination Date” shall mean, unless this Agreement is terminated earlier in accordance with its terms, the Final Payment Date.

“TIF Act” shall have the meaning set forth in the Recitals to this Agreement.

“TIF District” shall have the meaning set forth in the Recitals to this Agreement and shall include any parcels created from the platting or replatting of the parcels legally described in Exhibit A.

“TIF Note” shall mean the Taxable Tax Increment Revenue Note to be executed by the HRA and delivered to the Developer pursuant to Article 5 hereof, a form of which is attached hereto as Exhibit I.

“TIF Plan” shall have the meaning set forth in the Recitals to this Agreement.

“Title Commitment” shall have the meaning set forth in Section 5.1(d) hereof.

“Title Policy” shall have the meaning set forth in Section 5.1(c) hereof.

“Transfer” shall have the meaning set forth in Section 8.3(c) hereof.

“Transfer Agreement” shall have the meaning set forth in Section 8.3(b)(v) hereof

“Total Development Costs” shall mean the costs of the Project, excluding the POPS Parcels and the Minimum Improvements thereon described in Section 3.3(c)(viii), the current estimate of which is set forth on Exhibit D attached to this Agreement. The Developer has received certain grants to cover environmental remediation costs expected to be incurred in connection with the construction of the Minimum Improvements. It has been assumed that the grants will fully cover such remediation costs. If the grants do not fully cover the remediation costs, then the Developer will include, as applicable for the respective Vertical Element for which environmental remediation costs are incurred, the amount of such costs and the amount received from grant awards to cover such costs and, if such costs are not specific to a Vertical Element, allocated to the Vertical Elements in the same percentages as the Public Infrastructure costs are allocated in Exhibit I-1.

“Unpledged Parcels” shall mean all parcels in the TIF District except for the Phase I Parcels and the Phase II Parcels.

“Unpledged Tax Increments” shall mean the Tax Increments derived from the Unpledged Parcels which have been received and retained by the HRA in accordance with the provisions of Minnesota Statutes section 469.177; provided, however, if the Tax Increments derived from the

Unpledged Parcels are negative due to the issuance of refunds, the Phase I Tax Increments and Phase II Tax Increments will each be proportionately reduced such that the total reduction will equal the negative amount of the Unpledged Tax Increments. Any amounts reduced will be reallocated when sufficient Unpledged Tax Increments have been received and retained by the HRA.

“Vertical Elements” means one or more of the Hotel, the Office Building or the Restaurant Pavilion.

Section 1.2. Construction of Terms.

As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Wherever the word “or” is used herein, it shall mean “and/or.”

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the HRA.

The HRA hereby represents and warrants to the Developer that as of the date hereof:

(a) Organization. The HRA is a public body corporate and politic, duly organized under the Laws of the State.

(b) Authorization, Validity and Enforceability. The HRA has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery and performance by the HRA of this Agreement has been duly authorized and approved by all necessary HRA action. This Agreement, when executed, shall constitute the valid and legally binding obligation of the HRA, enforceable against the HRA in accordance with its terms.

(c) No Conflicts. The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the HRA is a party or by which the HRA or its assets may be bound or affected.

(d) No Violation of Laws. The HRA has complied in all material respects with all Legal Requirements and is not in default with respect to any judgment, order, injunction, or decree of any court, administrative agency or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

(e) Litigation. Except as disclosed in Exhibit J attached hereto, to the actual knowledge of the HRA, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the HRA seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement

and the performance of the transactions contemplated herein or the performance of the HRA hereunder.

Section 2.2. Representations and Warranties of the Developer.

The Developer hereby represents and warrants to the HRA that as of the date hereof:

(a) Organization. The Developer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State.

(b) Authorization, Validity and Enforceability. The Developer has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery and performance by the Developer of this Agreement has been duly authorized and approved by all necessary Developer corporate action. This Agreement, when executed, shall constitute the valid and legally binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

(c) Title to Development Property. The Developer is the owner of the Development Property in fee simple and has good and marketable title to the Development Property, except for the Midway Lot 5 Property. Midway Lot 5 is the owner of the Midway Lot 5 Property in fee simple. The Developer has the legal right and authority pursuant to the RNDA to improve Outlot F as provided in the Parkland Agreement therefor and to subject the Midway Lot 5 Property to the terms of this Agreement.

(d) “But-For” Test. The construction of the Project would not be undertaken by the Developer and, in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, and more specifically, the Developer would not have commenced such redevelopment and construction before December 31, 2025, without the assistance and benefit to the Developer provided for in this Agreement, including tax increment financing from the TIF District and the Spending Plan TIF (the “But-For TIF Requirement”). The construction of the Project will create at least one construction job.

(e) Total Development Costs and Sources. The Developer’s estimate of the Total Development Costs of the Project, excluding the POPS Parcels and the Minimum Improvements thereon described in Section 3.3(c)(viii), and expectation of the sources to pay such costs are set forth on Exhibit D attached hereto. The sources are expected to be sufficient to enable the Developer and the Developing Entities to successfully complete the Project in conformance with this Agreement.

(f) No Conflicts. Neither the execution and delivery of the Spending Plan TIF Loan Documents, this Agreement, or any other documents attached hereto or referenced herein, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) Other Developments. The Developer understands that the HRA may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the HRA has not represented that development of the Development Property will be favored over the development of other properties.

(h) Market Value. Upon completion, the estimated Market Value of the development of the Phase I Parcels is anticipated to be at least \$46,826,300.00. Upon completion, the estimated Market Value of the development of the Phase II Parcels is anticipated to be not less than \$25,000,000.00 and is expected to be completed by December 31, 2030.

(i) Conflict of Interest. The execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes section 469.009, as amended.

(j) No Violations of Laws. The Developer has complied in all material respects with all Legal Requirements and is not in default with respect to any judgment, order, injunction, or decree of any court, administrative agency or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

(k) Litigation. Except as disclosed in Exhibit J attached hereto, to the actual knowledge of the Developer, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the Developer seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of the Developer hereunder.

(l) No Notice. The Developer has received no notice or communication from any local, State or federal official that the activities of the Developer or the HRA in the TIF District may be or will be in violation of any Environmental Law. The Developer is aware of no facts the existence of which would cause it to be in such violation of or give any Person a valid claim under any Laws or review procedure with respect to any such violation.

(m) Changes. The Developer or a Developing Entity agrees to notify the HRA of any changes to any of the representations and warranties set forth in this Section 2.2 between the date of this Agreement and the date the Developer or a Developing Entity delivers a certificate required under Section 5.1(b) of this Agreement; provided, however, that for Section 2.2(e), the Developer or a Developing Entity shall only be required to notify the HRA if changes to the Total Development Cost estimate or the sources of revenue result in an increase or a decrease in the Total Development Costs or sources of revenue set forth on Exhibit D by more than five percent (5%).

ARTICLE 3 **PROPERTY AND PROJECT**

Section 3.1. Development Property.

The Development Property other than the Midway Lot 5 Property is owned by the Developer. The Developer has the legal right and authority to improve Outlot F pursuant to the

Parkland Agreement and the RNDA. The Developer has obtained the consent of Midway Lot 5 to the filing of the Development Agreement against Outlots F and G pursuant to the RNDA.

Section 3.2. Project Representatives.

(a) Developer Representative. The Developer has designated the Developer Representative as its agent and representative authorized to act on the Developer's behalf with respect to the Project. The Developer Representative is the Developer's exclusive representative insofar as this Agreement is concerned. All instructions from the Developer to the HRA relating to this Agreement shall be issued or made in writing (or as otherwise agreed to by the Parties) through the Developer Representative. All communications and submittals from the HRA to the Developer with respect to matters covered by this Agreement shall be issued or made through the Developer Representative, unless the Developer or the Developer Representative shall otherwise direct in writing. The HRA recognizes that the Developer may have additional representatives involved in the Project; however, official determinations by the Developer must be made through the Developer Representative.

(b) HRA Representative. The HRA has designated the HRA Representative as its agent and representative authorized to act on the HRA's behalf with respect to the Project. The HRA Representative is the HRA's exclusive representative insofar as this Agreement is concerned. All instructions from the HRA to the Developer relating to this Agreement shall be issued or made in writing (or as otherwise agreed to by the Parties) through the HRA Representative. All communications and submittals from the Developer to the HRA with respect to matters covered by this Agreement shall be issued or made through the HRA Representative, unless the HRA or the HRA Representative shall otherwise direct in writing. The Developer recognizes that the HRA may have additional representatives involved in the Project; however, official determinations by the HRA must be made through the HRA Representative.

Section 3.3. Project.

(a) In General. The Developer agrees, directly or through one or more Developing Entities, to develop, design, finance and construct the Project as set forth in this Agreement. The Developer agrees, and agrees to cause each Developing Entity, to meet, confer and consult with the HRA throughout the design and construction process as required by this Agreement or upon the request of the HRA following reasonable notice. The Developer will reasonably cooperate, and will cause each Developing Entity to reasonably cooperate, with the HRA and the Municipality in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project.

(b) Plat. The Development Property will be platted in preparation for the Project. The Plat is attached as Exhibit B-2 to this Agreement.

(c) Project Components. The Developer agrees, directly or through one or more Developing Entities, to develop, design, finance and construct the Project to include the components listed in this Section 3.3(c), as follows (collectively, the "Minimum Improvements") and references to blocks, lots and outlots refer to the designations in the Plat:

(i) Lot 1, Block 2: As depicted in Exhibit B-3, an approximately 210,000 square foot, full-service hotel with approximately 158 rooms, 5,000 square feet of retail, an approximately 10,124 square foot restaurant and an attached above ground parking structure with an estimated 320 parking stalls, as depicted in Exhibit B-3 (the “Hotel”), of which 120 parking stalls are expected to be available for the Hotel, 100 parking stalls are expected to be available to the Office Building (defined below) and 100 parking stalls are expected to be available to the public. The Developer intends to design the retail space in the Hotel for smaller, preferably local businesses that provide complementary goods and services for the Midway community. Upon completion, the estimated Market Value of the Hotel is anticipated to be at least \$28,575,000.00.

(ii) Lot 2, Block 1: As depicted in Exhibit B-3, a 4-story approximately 87,566 square foot commercial office building, with approximately 19,620 square feet first floor retail, food and beverage and circulation, and approximately 45 stalls of underground parking, as depicted in Exhibit B-2 (the “Office Building”); and Lot 1, Block 1: As depicted in Exhibit B-3, temporary surface parking for the Office Building (the “Office Surface Parking”). The temporary parking is subject to an Interim Use Permit as set forth in City Council RES PH 23-232. Upon completion, the estimated Market Value of the Office Building and Office Surface Parking is anticipated to be at least \$15,720,000.00.

(iii) Lot 1, Block 3: As depicted in Exhibit B-3, a restaurant pavilion comprised of two buildings totaling approximately 10,168 square feet adjacent to the Great Lawn Area (the “Restaurant Pavilion”). Upon completion, the estimated Market Value of the Restaurant Pavilion is anticipated to be at least \$2,531,000.00.

(iv) Spruce Tree Avenue public right of way running West to East between Snelling Avenue easterly right of way and North Asbury Street westerly right of way to be approximately 388 feet long and 70 feet wide and include all needed utilities to support development, construction of a new roadway, new approximately 15 feet wide pedestrian sidewalks on the northern and southern 410 feet of the street, ADA-compliant crosswalks on all corners, lighting, and required landscaping infrastructure.

(v) Spruce Tree Avenue public right of way running West to East between North Asbury Street westerly right of way and Simpson Street westerly right of way to be approximately 320 feet long and 50 feet wide and include all utilities to support development, new approximately 15 feet wide pedestrian sidewalks on the northern and southern 360 feet of the street, ADA-compliant crosswalks on all corners, lighting, and required landscaping infrastructure.

(vi) North Asbury Street public right of way running South to North between the 70 foot wide Spruce Tree Avenue southerly right of way and University Avenue southerly right of way to be approximately 284 feet long and 70 feet wide and include all utilities to support development, construction of a new roadway, new approximately 15 feet wide pedestrian sidewalks on the eastern and western 241 feet of the street, lighting, and required landscaping infrastructure.

(vii) Simpson Street public right of way running South to North between the southern boundary of the future 70 foot wide Spruce Tree Avenue and southerly right of way and University Avenue southerly right of way to be approximately 284 feet long and 70 feet wide and include all utilities to support development, construction of a new roadway, new approximately 15 feet wide pedestrian sidewalks on the eastern and western 226 feet of the street, ADA-compliant crosswalks lighting, and required landscaping infrastructure.

(viii) Outlot A and Outlot F: As depicted in Exhibit B-3, two new Privately Owned Public Spaces or “POPS” for a 0.72 acre sculpture plaza (Outlot A) and a 0.34 acre all abilities playground (Outlot F) will be constructed by the Developer in accordance with the Parkland Agreements. The construction of these POPS will not be eligible for financial assistance from the HRA or the Municipality.

The square footages and sizes of the Minimum Improvements referred to in clauses (i) – (viii) above are approximate and will be determined in the final design and the Construction Plans of those improvements.

Each of the Minimum Improvements listed in clauses (i) through (viii) shall be considered a “Phase I Element.” Each Phase I Element that is constructed must be completed in accordance with the Master Plan and any variances approved by the Municipality as part of the site planning process. If there are any conflicts between the Master Plan and this Agreement, this Agreement shall control and the Master Plan may require amendment.

(d) Substantial Completion of Minimum Improvements. The Phase I Elements shall be considered “Substantially Complete” as follows:

(i) The Hotel, the Office Building and the Restaurant Pavilion will each be considered Substantially Complete when construction thereof is completed in accordance with the Construction Plans for such Phase I Element and a certificate of occupancy has been issued by the Municipality.

(ii) The Spruce Tree Avenue public right of way, the Ashbury Street North public right of way and the Simpson Street public right of way as detailed in subsection (b), clauses (iv) through (vii) (collectively, the “Rights of Way”) will be considered Substantially Complete following inspection by the Municipality’s Public Works department and other applicable Municipality departments or permitting authorities (e.g., watershed district) and their determination that the work is complete for acceptance by the Municipality, and any required City Council action has been taken. The Rights of Way and any other Public Infrastructure constructed by the Developer will be based on the Municipality’s code and the approved Construction Plans. Once constructed and until approved by Public Works and other applicable Municipality departments or permitting authorities, the Developer will operate and maintain the Rights of Way and all Public Infrastructure, including snow and ice removal, utility costs, tree establishment, etc.

(iii) Each of the POPS described in subsection (c), clause (viii) shall be considered Substantially Complete following inspection by the Municipality’s Parks and

Recreation Department and other applicable Municipality departments or permitting authorities and their determination that the work has been completed in accordance with the Parkland Agreements.

(e) Material Changes. Any Material Changes to the Minimum Improvements before or following approval of the Construction Plans by the HRA, shall be subject to the HRA's approval prior to or in connection with its approval of the Construction Plans. The Construction Plans for the POPS are subject to the Parkland Agreements and not this Agreement.

(f) Project Schedule. The Project Schedule attached hereto as Exhibit E sets forth the anticipated, as of the date of this Agreement, start, completion and duration dates for the various components of the Project and related facilities as set forth therein. The Project Schedule will be updated by the Developer and delivered to the HRA twice per year.

(g) Progress Notifications. The Developer will periodically provide the HRA with written notification related to meeting the milestones set forth in the Project Schedule and the then current timing of delivery of the Project. The written notification shall be provided to the HRA on the following schedule:

(i) the Developer shall confirm the start of construction date for each Phase I Element and will update Exhibit E, as applicable, to reflect any changes in the start date or construction schedule;

(ii) at the start of construction of any Phase I Element after the date hereof, the Developer will provide notification that construction has begun; and

(iii) the Developer will provide an update of construction progress of the respective Phase I Element and any material changes to the Project Schedule every month thereafter.

(h) Future Development. Once the Minimum Improvements have commenced, the Developer anticipates that the Phase II Parcels will include additional improvements (each a "Phase II Element") that will be in one or more of the categories of improvements set forth in subsections (i) through (iv) below and any other requirements of the Master Plan:

(i) a minimum of 248 residential units;

(ii) a minimum of 250,000 square feet of office use, including the square footage in the Office Building;

(iii) a minimum of 168,400 square feet of retail uses or other commercial use, including the square footage in any retail uses or other commercial use that is part of the Phase I Elements; and

(iv) completion of the approximately 1.35 acres of additional public right of way shown on the easternmost portion of the Plat as "Spruce Tree Avenue" and "Shields Avenue."

Section 3.4. Municipal Process; Developer Right of Termination; and Reciprocal Easement Agreement.

The Project is subject to normal comprehensive plan, zoning, subdivision, environmental and historic approval processes, including traffic management plans, planned unit development, site plan and design reviews, conditional use permits, variances, and other applicable zoning and land use approvals.

Notwithstanding any provision in this Agreement to the contrary, the obligation of the Developer to develop, design, finance and construct the Project is subject in all events to the availability of financing (equity and debt) for the Phase I Elements on terms acceptable to the Developer in its sole discretion, and to the effects of any *Force Majeure*, except that (i) the Developer will design and construct the improvements on the POPS Parcels as contemplated by the Parkland Agreements, and (ii) the Developer will comply with the reimbursement obligations under Section 8.4. In the event the Developer determines that it is not feasible to proceed with the Project, the Developer may, upon written notice to the HRA, terminate this Agreement. In the event of such termination, the Developer shall promptly file of record with Ramsey County a termination of the memorandum of this Agreement as filed against the Development Property. The Developer's right of termination may be exercised in the sole discretion of the Developer; provided that the Developer gives written notice of such termination to the HRA no later than December 31, 2024. The Developer agrees that the HRA will have no obligation to disburse any of the Spending Plan TIF Loan until after December 31, 2024, unless the Developer waives its right to terminate this Agreement as granted in this Section 3.4.

The Developer and its successors or assigns shall have the right to enter into and subject the Development Property to a reciprocal easement agreement (as may be from time to time amended by the Developer and its successors or assigns) providing for the maintenance, repair, replacement and operation of common areas or areas within any right of way or easement that it is the property owner's obligation to maintain (including Outlot A, sidewalks, lighting) within the Development Property, the allocation of the cost to the parcels within the Development Property for such maintenance, repair, replacement and operation, to restrict advertising on such parcels so as to protect the naming rights for the professional soccer stadium on the southern side of the Development Property and for other matters generally affecting the Development Property.

Section 3.5. Taxes and Assessments.

The Developer shall be responsible for and will pay, or cause to be paid all taxes and assessments due and payable with respect to the Development Property, including for the year this Agreement is executed and for all years following the year in which this Agreement is executed.

ARTICLE 4
CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1. Site Preparation.

(a) In connection with any Phase I Element, the Developer will perform, cause a Developing Entity to perform, or otherwise cause to be performed all necessary demolition, environmental testing, clean up or remediation of Contamination in compliance with

Environmental Laws and applicable MPCA standards, and otherwise prepare or cause to be prepared the Development Property for redevelopment when and as such portion of the Development Property or the Phase I Parcel upon which a Phase I Element is to be built is planned to be redeveloped or improved. The Developer acknowledges that the Project is a phased project subject to environmental review as required by Minnesota Rules Chapter 4410 (“EQB Rules”) which limits the Developer’s rights in accordance with EQB Rules.

(b) As of the date of this Agreement, the Developer has received no notice or communication from any Governmental Authority that the activities of the Developer or the HRA under this Agreement may be or will be in violation of any Laws, including Environmental Laws. Without limiting its obligations under Section 7.4 of this Agreement, the Developer further agrees that it will indemnify, defend and hold harmless the HRA and its governing body, commissioners, members, officers and employees, from any claims or actions arising out of the presence, if any, of Regulated Substances on or in the Phase I Parcels. Nothing in this Section 4.1(b) will be construed to limit or affect any limitations on liability of the HRA under State or federal law, including Minnesota Statutes sections 466.04 and 604.02.

Section 4.2. Construction Plans.

(a) Prior to preparing or during the process of preparing the Construction Plans for each of the Minimum Improvements other than the Minimum Improvements on the POPS Parcels, the Developer will promptly notify the HRA (each, a “Material Change Notice”) if there is a material change (i) from the approved site plan for such Minimum Improvement, (ii) to the design, exterior appearance, quality, facility amenities or exterior materials contemplated by the variance received by the Developer for any such Minimum Improvement, (iii) which in the aggregate would result in an increase or a decrease in the cost of the Minimum Improvements by more than ten percent (10%), or (iv) which in the aggregate would result in more than a ten percent (10%) change in the square footage amounts for the Vertical Elements as set forth in Section 3.3(c)(i) – (iii) (each, a “Material Change”). All Material Change Notices shall be in writing, shall include a detailed description of the Material Change, and shall specifically state and be identified as a Material Change Notice. The HRA shall either approve the Material Change identified in the Material Change Notice or provide to the Developer or the Developing Entity specific written comments on the basis for its failure to approve within fifteen (15) days following submission of the Material Change Notice. If the HRA does not respond to the Developer or the Developing Entity within the 15-day period following the Material Change Notice, the Material Change shall be deemed approved.

(b) Prior to the commencement of construction of any portion of the Minimum Improvements other than the Minimum Improvements on the POPS Parcels, the Developer will deliver, or cause the Developing Entity to deliver, to the HRA for its review and approval, the Construction Plans for the respective Minimum Improvement and a schedule of values on AIA G702/G703 or its successor form (“Schedule of Values”) from the general contractor for the work to be performed by the general contractor or its subcontractors under the general contractor’s construction contract for construction of such portion of the Minimum Improvements in accordance with such Construction Plans. Within fifteen (15) days after receipt of the Construction Plans and the Schedule of Values, the HRA shall review the Construction Plans and deliver to the Developer or the Developing Entity a written statement approving the Construction

Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans if there has been a Material Change that the HRA has not approved or deemed to have approved. If the Construction Plans are not approved by the HRA, then the Developer or the Developing Entity shall, as the case may be, make such changes as the HRA may reasonably require and resubmit the Construction Plans to the HRA for approval. If the HRA has not rejected the revised Construction Plans in writing within fifteen (15) days of submission, such Construction Plans shall automatically be deemed approved by the HRA.

(c) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the HRA for purposes of this Agreement does not constitute a representation or warranty by the HRA: (i) that any of the Construction Plans or the Minimum Improvements comply with any applicable building codes, health or safety regulations, zoning regulations, Environmental Laws or other Laws; (ii) that the Minimum Improvements will meet the qualifications for issuance of a certificate of occupancy; or (iii) that the Minimum Improvements will meet the requirements of the Developer or any other users of the Minimum Improvements. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the HRA will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive approval of the Construction Plans and necessary Permits from the Municipality as provided in this Agreement, except pursuant to Section 3.4 if the Developer terminates this Agreement because the Developer has determined not to proceed.

Section 4.3. Construction of Minimum Improvements.

(a) Subject to the terms and conditions of this Agreement (including Section 3.4) and *Force Majeure*, the Developer agrees to construct, or cause the Developing Entity to construct, the Minimum Improvements on the Phase I Parcels, in each case, in accordance with all Legal Requirements and the Master Plan in all material respects, and in substantial conformance with this Agreement and with the approved Construction Plans for the Minimum Improvements. Prior to commencement of construction of the Project, the Developer and any general contractor shall comply with City Council Resolution #09-584 attached hereto as Exhibit S by executing and delivering any Project Labor Agreement (PLA) required pursuant to Section 8.2(k).

(b) After the commencement of construction, no Material Change in the Construction Plans shall be made without the HRA's prior written consent. The Developer shall submit or cause a Developing Entity to submit a description of any Material Change to the HRA via a Material Change Notice that complies with the requirements of Section 4.2(a). The HRA shall either approve the Material Change or provide to the Developer or the Developing Entity specific written comments on the basis for its failure to approve within fifteen (15) days following submission of the Material Change Notice. If the HRA does not respond to the Developer or the Developing Entity within such 15-day period following the Material Change Notice, the Material Change shall be deemed approved.

Section 4.4. Commencement and Completion of Construction.

(a) Subject to the terms and conditions of this Agreement and *Force Majeure*, the Developer will commence or cause to be commenced construction of one or more of the Minimum

Improvements (other than on the POPS Parcels which are currently under construction) by April 1, 2025, and will Substantially Complete, or cause one or more Developing Entities to Substantially Complete, the Minimum Improvements no later than December 31, 2026. Notwithstanding the foregoing, failure of the Developer to Substantially Complete or cause to be Substantially Completed the Project shall not be an Event of Default unless the Project is not Substantially Completed by December 31, 2027. The term “commence” means the making of visible improvements, including subsurface excavation, but excluding mere surface grading.

(b) Subject to the terms and conditions of this Agreement (including Section 3.4) and *Force Majeure*, the Developer shall construct, or cause a Developing Entity to construct, the Minimum Improvements on the Phase I Parcels in substantial conformity with the Construction Plans approved by the HRA, and the Developer shall also construct the Minimum Improvements on the POPS Parcels in substantial conformity with the Parkland Agreements. Prior to delivery of a Certificate of Completion referred to in Section 4.7 hereof for each Phase I Element, upon the request of the HRA, the Developer will provide, or will cause the Developing Entity to provide, the HRA reasonable access to the Phase I Element under construction. “Reasonable access” means at least one (1) inspection per week during regular business hours by prior arrangement with the Developer or the Developing Entity for such Phase I Element. During construction of the Minimum Improvements, the Developer will deliver quarterly progress reports to the HRA.

Section 4.5. Effect of Delay or Reduction in Value.

The Developer acknowledges that if construction of the Minimum Improvements is delayed or not completed by the dates set forth in Section 4.4, or the Phase II Elements are not constructed or are delayed in construction, the effect of such delay or failure to complete may be a reduction of the amount of Pledged Tax Increments available under the TIF Note. The Developer further acknowledges that if construction of the Minimum Improvements or any Phase II Element is completed at a lesser level of value than originally contemplated herein, such improvements will generate fewer taxes and fewer Tax Increments than originally contemplated.

Section 4.6. Additional Responsibilities of the Developer.

(a) Subject to the terms and conditions of this Agreement (including Section 3.4) and *Force Majeure*, the Developer will obtain, or cause the Developing Entity for the Phase I Parcel transferred to such Developing Entity to obtain, in a timely manner, all required Permits, and will meet, in a timely manner, all Legal Requirements which must be obtained or met before the Minimum Improvements may be lawfully constructed, including typical payment and bonding requirements for Public Infrastructure to be completed by the Developer. The HRA makes no representations or warranties that all Permits that may be required by Governmental Authorities have been or will be approved.

(b) The Developer will not, and will cause any Developing Entity not to, construct any building or other structures on, over or within the boundary lines of any public utility easement, unless such construction is provided for in such easement or has been approved by the HRA or the Municipality, as applicable.

(c) Except as provided in the approved Construction Plans, the Developer, or the Developing Entity, as the case may be, at its own expense, will replace any public facilities and public utilities damaged by the Developer or the Developing Entity or their respective contractors or agents during the construction of the Minimum Improvements, in accordance with the technical specifications, standards and practices of the owner thereof.

(d) The Developer or the Developing Entity, as the case may be, shall comply in all material respects with the requirements of all financing sources related to the Minimum Improvements of the Project being constructed by the Developer or the Developing Entity.

Section 4.7. Certificates of Completion.

(a) For Phase I Elements. The Developer shall notify the HRA or cause the Developing Entity to notify the HRA when it believes construction of a Phase I Element is Substantially Complete in accordance with Section 3.3(d), and the Developer or the applicable Developing Entity desires to obtain a Certificate of Completion for such Phase I Element to be recorded against the applicable Phase I Parcel. Once the HRA confirms that the Phase I Element is Substantially Complete, the HRA shall, within twenty (20) days after such confirmation, furnish to the Developer and, if applicable, to the Developing Entity, a Certificate of Completion for the Phase I Element in substantially the form attached hereto as Exhibit K certifying the completion of the Phase I Element and the Developer or the Developing Entity shall be responsible for recording the Certificate of Completion with the Ramsey County Registrar of Titles.

(b) Final Certificate of Completion. Within twenty (20) days after the Substantial Completion of the last Phase I Element as provided in Section 4.7(a), provided all required landscaping and identified punch list items for all Minimum Improvements are materially complete, the HRA shall furnish to the Developer a final Certificate of Completion (the “Final Certificate of Completion”) certifying the completion of all of the Minimum Improvements. The Developer or the Developing Entity will be responsible for recording the Final Certificate of Completion with the Ramsey County Registrar of Titles.

(c) Each Certificate of Completion issued for a Phase I Element shall conclusively satisfy and terminate the agreements and covenants of the Developer and, if applicable, a Developing Entity, in this Agreement to construct the Minimum Improvements with respect to the applicable Phase I Element identified in such Certificate of Completion. The issuance of a Certificate of Completion shall not be construed to relieve the Developer and, if applicable any Developing Entity, of any approval required by any Municipality department in connection with the construction, completion or occupancy of the Minimum Improvements, nor shall it relieve the Developer or any Developing Entity of any of its other obligations under this Agreement.

Section 4.8. Post-Construction Responsibilities and Covenants of the Developer.

During the term of this Agreement and subject to *Force Majeure*, the Developer shall, or shall cause the Developing Entities to, maintain, repair and replace the Minimum Improvements, landscaping, drive lanes, access points and all other areas of the Development Property in good condition and repair at all times. As applicable, the Developer shall, or shall cause the Developing Entities to: (a) comply with all Legal Requirements and all Permits related to its respective Phase

I Element and the Project; (b) give the HRA reasonable access to the Phase I Elements upon reasonable prior notice to allow the HRA to inspect the Phase I Elements and confirm compliance with the requirements of this Section 4.8; and (c) pay all taxes and assessments due and payable with respect to the Development Property. The post-construction obligations with respect to the Minimum Improvements on the POPS Parcels are governed by the Parkland Agreements. Once constructed and until approved by Public Works and other applicable Municipality departments or permitting authorities, the Developer will operate and maintain the Rights of Way and all Public Infrastructure, including snow and ice removal, utility costs, tree establishment, etc.

ARTICLE 5

FINANCING OF THE PROJECT

Section 5.1. Financing.

Prior to the Developer receiving any assistance set forth in Section 5.3 and Section 5.4 below, the Developer shall, at the Developer's sole cost, provide the HRA with the following in form and substance reasonably acceptable to the HRA:

(a) satisfactory evidence, in the reasonable discretion of the HRA, of having obtained sufficient debt and equity financing commitments for the Minimum Improvements (other than the POPS Parcels), after taking into account the Spending Plan TIF Loan and any additional public financing by the Municipality for the Public Infrastructure referred to in Section 5.6, provided that any commitments may be subject to conditions that are normal and customary in commercial real estate development;

(b) a certificate signed by the Developer Representative certifying that the representations and warranties of the Developer contained in Section 2.2 are true in all material respects as of the date that the Developer has delivered the last of the documents required by this Section 5.1 to the HRA;

(c) an ALTA Form owner's policy of title insurance or a proforma ALTA Form owner's policy of title insurance (the "Title Policy") showing that as of the date of execution and delivery of this Agreement title to the Development Property, except for the Midway Lot 5 Property, is vested in the Developer free and clear of all encumbrances, other than the lien created by this Agreement, the Permitted Encumbrances and the documents required or approved under this Agreement;

(d) a title insurance commitment for the Midway Lot 5 Property (the "Title Commitment") showing that as of the date of execution and delivery of this Agreement title to the Midway Lot 5 Property is vested in Midway Lot 5 free and clear of all encumbrances, other than the lien created by this Agreement, the Ground Lease, the Permitted Encumbrances and the documents required or approved under this Agreement;

(e) an ALTA/NSPS survey of the Development Property, certified to the HRA and showing the proposed location of the Project (including sidewalks, parking areas and other improvements) as being within the exterior boundaries of the Development Property and in compliance with all setback requirements (the "Survey");

(f) a copy of the Articles of Organization of the Developer, duly certified by the Secretary of State of the State;

(g) a copy of the Developer's operating agreement, as amended;

(h) a current Certificate of Good Standing for the Developer dated no earlier than 30 days prior to the date of this Agreement, duly issued by the Secretary of State of the State;

(i) a resolution or written action of the board of governors or the members or managers of the Developer authorizing and approving the transactions contemplated by this Agreement, including the execution and delivery by the Developer of the Spending Plan TIF Loan Documents and all other documents to be executed by the Developer in connection with this Agreement certified as true and correct by the Developer Representative;

(j) an opinion of counsel for Developer stating that the Developer is a Minnesota limited liability company duly organized and existing under the Laws of the State, that this Agreement and the Spending Plan TIF Loan Documents, upon execution and delivery to the HRA, are the legal and binding obligations of the Developer and the Guarantor, to which it or he is a party, enforceable in accordance with their respective terms, subject to matters of bankruptcy, stay, insolvency, reorganization or other Laws relating to or affecting creditors' rights generally or by principles of equity;

(k) proof of insurance required for the benefit of the HRA pursuant to and as required by Article 7;

(l) such information and reports accessible to the Developer regarding the presence of hazardous materials on the Development Property as the HRA may request in writing;

(m) evidence reasonably satisfactory to the HRA, in such form as is customarily issued by the appropriate municipality, granting approval for construction of the Minimum Improvements, including satisfactory evidence that all applicable zoning ordinances and regulations have been complied with and approved by the appropriate Governmental Authority, and the Developer has received all rezoning, variances, environmental clearances, subdivision approvals, conditional use permits and other Permits, site plan and other approvals needed to permit the construction of the Minimum Improvements, excluding, however, Permits required during the course of construction (the HRA understands the Developer has obtained (i) the conditional use permit for the surface parking adjacent to the Office Building; and (ii) the variances for the construction of the Hotel with structured parking, the Office Building with adjacent surface parking and the Restaurant Pavilion from the Planning Commission, Board of Zoning Appeals and the appeals to the City Council that were approved by the City Council, and the Developer has submitted the site plans for the POPS Parcels, the Hotel with structured parking, the Office Building with adjacent surface parking and the Restaurant Pavilion, the site remediation scope and the 30-60-90 submittal for the Public Infrastructure);

(n) evidence that the United Village Development Plat has been duly recorded with the Ramsey County Recorder or the Registrar of Titles;

(o) a copy of any and all agreements which create a valid and enforceable mortgage lien against the Phase I Parcels as of the date the certificate pursuant to Section 5.1(b) is delivered to the HRA;

(p) a copy of any and all leases, management contracts or other similar contracts between the Developer and any other entity that relate to use, occupancy or operation of the Vertical Elements as of the date the certificate pursuant to Section 5.1(b) is delivered to the HRA;

(q) a Project budget (excluding the POPS Parcels and the Minimum Improvements thereon), a final listing of sources and uses, and a 10-year cash flow pro forma, with the information as detailed in Exhibit I-1, demonstrating the financial ability to timely complete the Project (other than the POPS Parcels), which information will be used by the HRA to update the Pro Forma Financial Information set forth in Exhibit I-1;

(r) satisfactory evidence that the Municipality has been granted all easements for the public improvements and right-of-way for the Project as determined by the Municipality's Director of Public Works;

(s) the architect's and general contractor's contracts and the Schedule of Values for the Project (other than the POPS Parcels);

(t) the fully executed Recognition and Nondisturbance Agreement by and among Midway Lot 5, MUSC Holdings, LLC, a Minnesota limited liability company, the HRA and the Developer (the "RNDA");

(u) a fully executed copy of any Project Labor Agreement (PLA) required pursuant to Section 8.2(k); and

(v) payment or reimbursement to the HRA or the Municipality, as applicable, of all fees and costs incurred by the HRA in excess of the Developer deposits as set forth in Section 8.4 hereof.

Section 5.2. Examination of Title.

The HRA will be allowed thirty (30) days after receipt of the Title Policy, the Title Commitment and the Survey for examination of title to the Development Property and making of objections. If any objections to title to the Development Property are made, the Developer will be allowed thirty (30) days in which to make title marketable. If title is not made marketable or the objections are not waived by the HRA within five (5) Business Days of the expiration of the 30-day cure period, the HRA may terminate this Agreement in its entirety and neither Party will have any further obligations under this Agreement. Any matters shown in the Title Policy or the Title Commitment and not objected to by the HRA, together with (i) any mortgages or other lien or encumbrance securing indebtedness relating to the private financing obtained by the Developer for the acquisition of the Development Property, (ii) any mortgages or other lien or encumbrance securing indebtedness relating to the private financing obtained by the Developer or a Developing Entity in connection with construction of the Phase I Elements and disclosed to the HRA, (iii) this Agreement, (iv) the Certificates of Completion issued pursuant to this Agreement, (v) the Parkland Agreements and any covenant in accordance therewith, (vi) the RNDA, (vii) the Ground Lease,

and (viii) any office or retail lease of space within any Phase I Element shall be considered “Permitted Encumbrances.”

Section 5.3. Tax Increment Assistance.

(a) Creation of TIF District. The HRA has established the TIF District. The Developer represents, warrants and covenants that any estimated market value, construction costs, projected development costs and other written information provided to the HRA or the HRA’s municipal advisor reflect the reasonable expectations of the Developer. The Developer has made its own projections of Tax Increments to be generated from the Project and the Developer has not relied on any assumptions, calculations, determinations or conclusions made by the HRA, the Municipality or their governing body members, commissioners, officers or agents, including the independent contractors, consultants and legal counsel, servants and employees thereof, with respect to the foregoing. The Developer acknowledges that any Tax Increments in excess of the Pledged Tax Increments due and payable with respect to the TIF Note may be used by the HRA for any other authorized purpose.

(b) TIF Note.

(i) The TIF Note shall be dated as of its date of issuance and will be originally issued to the Developer in a principal amount not to exceed \$13,000,000.00. The actual principal amount of the TIF Note will be determined once the Developer’s total development costs of the Minimum Improvements and full financing of the Minimum Improvements is known and committed to the Project, and construction of one or more of the Vertical Elements in the Project has commenced. The timing for incurring Eligible Costs and potential future TIF eligible costs will be subject to the five-year rule in Minnesota Statutes section 469.1763, subdivision 3 (the “Five-Year Rule”). Accordingly, Eligible Costs must be incurred and paid for by the Developer by the deadline determined under the Five-Year Rule. The principal of the TIF Note and interest thereon shall be payable solely from the Pledged Tax Increments as provided below.

(ii) The TIF Note shall be issued, in substantially the form attached hereto as Exhibit I, on the date on which the following preconditions are satisfied (the “Issue Date”):

(A) the Developer shall have paid the HRA \$1,500 for the fees of the office of the City Attorney and an issuance fee of 1% of the aggregate principal amount of the TIF Note, which amounts are due upon execution of this Agreement;

(B) the Developer shall have provided the HRA with invoices or cancelled checks evidencing expenditures for Eligible Costs actually incurred and paid for by the Developer by the deadline determined under the Five-Year Rule up to the maximum amount of \$13,000,000.00 and which have not been previously paid or reimbursed by the proceeds from the Spending Plan TIF Loan;

(C) the Developer has submitted to the HRA and the HRA has approved the Construction Plans for the Minimum Improvements in accordance with Section 4.2 of this Agreement;

(D) the Developer has provided to the HRA all documents set forth in Section 5.1 above;

(E) the Developer has submitted to the HRA and the HRA has accepted proof that construction has commenced on one or more of the Vertical Elements;

(F) the Public Infrastructure shall be completed and accepted and approved by the Municipality;

(G) the HRA shall have issued a Certificate of Completion for the Rights of Way;

(H) the But-For TIF Requirement has been satisfied in accordance with Section 5.3(c)(ii) of this Agreement; and

(I) no Event of Default by the Developer exists.

(iii) If financial support is requested from the HRA by the Developer for future development of a Phase II Parcel, the Developer agrees to release such Phase II Parcel from the Pledged Tax Increments if such financial support is granted; provided, however, if the release of such Phase II Parcel from the Pledged Tax Increments causes the projected Tax Increments from the remaining Pledged Tax Increments to be insufficient to pay the TIF Note in full by the Final Payment Date, then the HRA will inform the Developer of the amount of reduction in the TIF Note that will be required if such Phase II Parcel is released from the Pledged Tax Increments, and the Developer will have the option to proceed with or withdraw its request for financial support for the Phase II Parcel. If the Developer elects to proceed with its request for financial support, the TIF Note will be amended to remove the applicable Phase II Parcel from the Pledged Tax Increments, and the principal amount of the TIF Note shall be reduced by the amount necessary so that the amended TIF Note is projected to be fully paid by the Final Payment Date from the remaining Pledged Tax Increments.

(iv) The outstanding and unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the Issue Date, at the rate of 4% per annum, except that no interest shall accrue on the TIF Note (A) before the HRA has issued its Final Certificate of Completion, or (B) during any period that an Event of Default by the Developer under this Agreement has occurred and such Event of Default is continuing and the HRA has, by written notice to the Developer, exercised its remedy under this Agreement to suspend payment on the TIF Note, or (C) during any other period that payments thereon have been suspended as provided in this Agreement. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Any interest which accrues and which is unpaid shall be carried forward, without interest, and shall be paid on the next Payment Date if and to the extent Pledged Tax Increments are sufficient.

(v) Following the date the HRA issues the Final Certificate of Completion, on each Payment Date, subject to subsections (c) and (d) below, the HRA shall pay to the Developer (or an assignee under Section 8.3(c)(ii) or an assignee approved by the HRA under Section 8.3(d) of this Agreement) the Pledged Tax Increments received by the HRA

during the six-month period preceding such Payment Date. All such payments to be applied first to accrued interest and then to reduce the principal amount of the TIF Note.

(vi) Any interest accruing on Pledged Tax Increments held by the HRA pending payment to the Developer shall accrue to the benefit of the HRA.

(vii) The TIF Note shall be a special and limited obligation of the HRA and not a general obligation of the HRA, and only Pledged Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(viii) The HRA's obligation to make payments on the TIF Note on any Payment Date or any date thereafter shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement that has not been cured during the applicable cure period, and (B) this Agreement shall not have been terminated pursuant to Section 6.2.

(ix) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as actually executed, in substantially the form set forth in Exhibit I. In the event of any conflict between the terms of the TIF Note and the terms of this Section 5.3(b), the terms of the TIF Note shall govern. The issuance of the TIF Note is pursuant and subject to the terms of this Agreement.

(x) The Developer may assign its interest in this Agreement and the TIF Note to a Lender as collateral for a Loan in accordance with the form of Collateral Assignment of Tax Increment Financing Documents attached as Exhibit L.

(c) But-For TIF Requirement Confirmation and Reduction of TIF Note and Pledged Tax Increments.

(i) Definitions. For the purposes of Section 5.3(c) and Section 5.3(d), as applicable, the following terms have the following meanings:

“Calculation Date” means, for the respective Vertical Element, 90 days after the earlier of (A) the end of the month upon Stabilization of the Vertical Element, (B) the end of the month four years after the Date of Completion of the Vertical Element, or (C) at the time of an actual sale prior to (A) or (B), provided that the Developer or Developing Entity agree that the Calculation Date will occur at least 30 days prior to the scheduled closing of such sale. In no event shall any Calculation Date in (A) or (B) occur prior to the HRA's issuance of the Final Certificate of Completion.

“Capitalization Rate” means the following rates for each Vertical Element: (A) the Hotel - 9%, (B) the Office Building - 8%, and (C) the Restaurant Pavilion - 7.25%, as shown on Exhibit I-1.

“Cash Flow” means Net Operating Income, inclusive of TIF payments, less Debt Service, as noted in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement.

“Combined Internal Rate of Return” or “Combined IRR” means the discount rate that equates to the present value of the combination of all Cash Flow and Net Sales Proceeds (assuming a sale at the end of the calendar year 10 years after the Date of Completion of the Vertical Element) for each Vertical Element received by the Developer or Developing Entities to the present value of the combination of all Equity through the Calculation Date for each Vertical Element, to be determined in accordance with the methodology utilized in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement.

“Date of Completion” means, with respect to a Vertical Element, the date of the HRA’s issuance of a Certificate of Completion pursuant to Section 4.7 of this Agreement for the Vertical Element.

“Debt Service” means principal and interest paid on any Mortgage secured by any of the Minimum Improvements.

“Equity” means, with respect to each Vertical Element and without duplication (i) all land acquisition costs paid by the Developer allocated to the parcels on which the Vertical Element is constructed as set forth in Exhibit D and Exhibit I-1, (ii) the predevelopment costs expended prior to May 31, 2024 as shown on Exhibit X and allocated to the Vertical Elements, as shown on Exhibit I-1, (iii) similar predevelopment costs for the Public Infrastructure paid by the Developer prior to construction of a Vertical Element or allocated to the Vertical Elements consistent with the method of allocation in Exhibit I-1, and (iv) any additional equity provided by the Developer or any equity participant in a Developing Entity for the construction and operation of the Vertical Element through the Calculation Date for the respective Vertical Element and any other additional uses as detailed in the Pro Forma Financial Information, and shall be shown as the total Equity amount in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement.

“Hypothetical Purchase Price” means the price determined by dividing the NOI in year 10 (the year of the assumed sale) by the Capitalization Rate determined for the Vertical Element.

“Internal Rate of Return” or “IRR” means the discount rate that equates to the present value of all Cash Flow and Net Sales Proceeds assuming a sale at the end of the calendar year 10 years after the Date of Completion of the Vertical Element, received by the Developer or Developing Entities to the present value of the Equity as of the Date of Completion of the Vertical Element, to be determined in accordance with the methodology utilized in Exhibit I-1 for such Vertical

Element, as updated from time to time and modified in accordance with this Agreement.

“Mortgage” means any indebtedness secured by a mortgage on the Phase I Parcel on which the Vertical Element is constructed used for construction of or operations of improvements to the Vertical Element on such Phase I Parcel through the date of the assumed sale which is at the end of the calendar year 10 years after the Date of Completion of the Vertical Element. If, at the time of the calculation of IRR is to be made, there is a construction or other Mortgage that does not amortize, then the indebtedness secured by such Mortgage shall be assumed to be repaid over 25 years based on the then market interest rate for 25-year mortgages on properties similar to the Phase I Parcel on which the Vertical Element is located at the time of the calculation of IRR is to be made.

“Net Operating Income (NOI)” means total annual income and other project-derived annual revenue, including allocated payments under the TIF Note (but excluding proceeds, or the financial effect of the proceeds, from a refinancing), less Operating Expenses, which exclude Debt Service payments, except for the special assessment payments under Section 5.6 if not paid by the tenant(s) of the Vertical Elements through CAM or similar charges which payments will be included in Operating Expenses, inflated at 3% annually as noted in the Pro Forma Financial Information for such Vertical Element in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement.

“Net Sales Proceeds” means the Hypothetical Purchase Price net of 2% for sale expenses and amounts to pay off any Mortgage and any principal amount of any remaining special assessments under the additional public financing by the Municipality pursuant to Section 5.6, that are not paid by tenant(s).

“Operating Expenses” means reasonable and customary expenses incurred in operating the respective Vertical Element, and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, but excluding Debt Service payments, all as consistent with the actual financial statements for the Vertical Element through the Calculation Date and as thereafter projected to the assumed date of sale at the end of the calendar year 10 years after the Date of Completion of the Vertical Element.

“Pro Forma Financial Information” means the separate Cash Flow pro forma model financial statement in the form of Exhibit I-1 for (A) the Hotel, (B) the Office Building and the Office Surface Parking, and (C) the Restaurant Pavilion projecting future returns in accordance with the methodology utilized in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement applicable to the date on which the Pro Forma Financial Information is to be determined.

“Qualified Appraiser” means a professional appraiser, qualified by experience and ability to appraise the type of property subject to the appraisal process in Section 5.3(d)(iv) and (v) (office, hotel or restaurant, as the case may be) in Ramsey County, Minnesota, and shall be an individual who is then a member in good standing of the American Institute of Real Estate Appraisers (and who has been designated M.A.I.) or the Society of Real Estate Appraisers and who, on the date selected, has been a real estate appraiser dealing primarily with commercial real estate in Minnesota for no less than ten (10) years and is experienced in determining the Internal Rate of Return for commercial property based on future operations. In no event shall Shenhon Companies, or any successor or Affiliate thereof, be used as a Qualified Appraiser for purposes of this Agreement.

“Stabilization” means the following for each Vertical Element:

A. Hotel: The first of the month following the month the Hotel has first achieved an average occupancy of 70% during the preceding 12 calendar months.

B. Office Building: The first of the month following the month the Office Building has first achieved an average occupancy of 95% during the preceding 12 calendar months.

C. Restaurant Pavilion: The first of the month following the month the Restaurant Pavilion has first achieved an average occupancy of 95% during the preceding 12 calendar months, subject to the note in Exhibit I-1.

“Total Project Cost” means the (A) the land cost and pre-development expenditures through May 31, 2024 set forth in Exhibit X and Exhibit I-1, (B) pre-development expenditures paid after May 31, 2024 for the applicable Minimum Improvements, (C) pre-development expenditures related to the Public Infrastructure and allocable to the applicable Minimum Improvements in the same allocation as shown in Exhibit D, and (D) total expenditures actually incurred to complete the applicable Minimum Improvements as detailed and in the same form as in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement. The Developer has received certain grants to cover environmental remediation costs expected to be incurred in connection with the construction of the Minimum Improvements. It has been assumed that the grants will fully cover such remediation costs. If the grants do not fully cover the remediation costs, then the Developer will include, as applicable for the respective Vertical Element for which environmental remediation costs are incurred, the amount of such costs and the amount received from grant awards to cover such costs and, if such costs are not specific to a Vertical Element, allocated to the Vertical Elements in the same percentages as the Public Infrastructure costs are allocated in Exhibit I-1.

(ii) But-For TIF Requirement Confirmation. Once the Developer's Total Development Costs of the Minimum Improvements (excluding the POPS Parcels) and full financing of the Minimum Improvements (excluding the POPS Parcels) are known and committed to the Project and construction of one or more of the Vertical Elements in the Project has commenced, but not later than commencement of construction of the last Vertical Element, the Developer shall submit said costs and commitments to the HRA and its municipal advisor ("Consultant") as provided in Section 5.1(a) together with the information required in Section 5.1(q) and such additional detail as the HRA may reasonably request, for the purpose of confirming the But-For TIF Requirement as to the TIF Note. The HRA and the Developer further agree that, prior to execution of this Agreement, the Developer has delivered to the HRA and its Consultant the proforma information regarding the Vertical Elements and the HRA's Consultant has put that information into the form of Pro Forma Financial Information as set forth in Exhibit I-1 necessary for the HRA and its Consultant to confirm an anticipated Internal Rate of Return for each Vertical Element and that the anticipated Combined Internal Rate of Return for the Vertical Elements is less than 12.00%, as set forth in Exhibit I-1 on the date of this Agreement. The Developer and its consultant have reviewed the Pro Forma Financial Information attached to this Agreement as Exhibit I-1 and determined that such information is consistent with the proforma information originally provided by the Developer. When the conditions set forth in the first sentence of this Section 5.3(c)(ii) have been satisfied, the HRA and its Consultant will utilize the updated information delivered by the Developer to recompute the anticipated Combined Internal Rate of Return for the Vertical Elements in the same manner as originally computed in Exhibit I-1 to confirm the But-For TIF Requirement.

(iii) Reduction of Principal Amount of TIF Note. Once the requirements of Section 5.3(c)(ii) have been satisfied:

(A) The principal amount of the TIF Note will be reduced on a dollar-for-dollar basis in the aggregate from the maximum principal amount of \$13,000,000 to the extent the anticipated Eligible Costs (which exclude land costs) of the Minimum Improvements, excluding the POPS Parcels, are less than \$13,000,000.

(B) If the recomputed anticipated Combined Internal Rate of Return for the Vertical Elements is less than 12.00%, then the But-For TIF Requirement is satisfied.

(C) If the recomputed anticipated Combined Internal Rate of Return for the Vertical Elements is greater than 12.00%, then the HRA and Consultant will increase the equity in the Combined IRR calculation to an amount that produces a 12.00% IRR, and the TIF Note will be reduced by this amount. If the increase in the equity to provide a 12.00% IRR equals or exceeds \$13,000,000, then there will

not be financial assistance provided by the HRA pursuant to Section 5.3 and the TIF Note shall not be issued.

(iv) Reduction of Pledged Tax Increments. In addition to any reduction in the principal amount of the TIF Note pursuant to Section 5.3(c)(iii)(A) or Section 5.3(c)(iii)(C) above, the Pledged Tax Increments for the Phase II Parcels shall be reduced as necessary to pay the reduced principal amount of the TIF Note first until they are no longer part of the pledge and then the Pledged Tax Increments for the Phase I Parcels shall be reduced as required using the same methodology as the HRA used in determining the pledged increments required to repay the TIF Note in full. For clarity, the reduction would include amounts calculated in both Section 5.3(c)(iii)(A) and Section 5.3(c)(iii)(C) above.

(v) The HRA shall provide the Developer with the manner and basis of its calculations in Section 5.3(c)(iii) and Section 5.3(c)(iv).

(d) Lookback. The lookback pursuant to this Section 5.3(d) will be determined separately for each of the Vertical Elements based on separate Calculation Dates for the respective Vertical Element. The TIF Note is subject to adjustment as provided in Section 5.3(d)(vi)(B).

(i) Generally. The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing and operating the Minimum Improvements, the equity and debt financing to pay those project costs and the financial performance of the Hotel, the Office Building and Office Surface Parking, and the Restaurant Pavilion. The HRA and the Developer agree that the actual financial performance of the Hotel, the Office Building and Office Surface Parking, and the Restaurant Pavilion will be reviewed at the times described in this Section 5.3, and the lookback provisions in this Section 5.3(d) will be assessed. Such assessments may result in the adjustments to the tax increment assistance as provided under this Section 5.3.

(ii) Information to Determine Lookback. On or within thirty (30) days before the Calculation Date, the Developer shall deliver, or cause the Developing Entity to deliver, to the HRA and the Consultant, the actual financial statements in accordance with generally accepted accounting principles for the respective Vertical Element and with the same information as detailed in the Pro Forma Financial Information attached hereto as Exhibit I-1, as updated from time to time and modified in accordance with this Agreement, showing NOI and Cash Flow from operation of such Vertical Element, including the Office Surface Parking for the Office Building if the Office Building is the Vertical Element for which the lookback is being assessed, the Debt Service, the Equity, the Total Project Cost, Mortgage terms, whether the special assessment payments pursuant to Section 5.6 were paid by the tenant(s) through CAM or similar charges, current year's budget to actual and next year's budget if available, and such other financial information as the HRA or the Consultant shall reasonably require that is needed to apply the lookback provisions in this Section 5.3(d), for the period from the date of the Certificate of Completion for the Vertical Element

through the most recent month-end as close to the Calculation Date as reasonably practicable and, if the Vertical Element has achieved Stabilization, at least through the end of the month that Stabilization was achieved as set forth in the Pro Forma Financial Information. The IRR over the period from the date of the Certificate of Completion for the Vertical Element through the assumed sale at the end of the calendar year 10 years after the Date of Completion of the Vertical Element, shall be calculated by the HRA or the Consultant based on the Developer's financial statements submitted to the HRA pursuant to this Section 5.3(d)(ii).

(iii) Stabilization Achieved by Calculation Date. If the Vertical Element has achieved Stabilization by the Calculation Date, for purposes of the IRR calculation:

(A) the actual Cash Flow through the Calculation Date will be used; and

(B) after the Calculation Date through the end of the calendar year 10 years after the Date of Completion, (1) the Cash Flow shall be based on projected revenue for the Hotel based upon 70% occupancy, for the Office Building and the Office Surface Parking based upon 95% occupancy, and for the Restaurant Pavilion based upon 95% occupancy, (2) projected revenue shall be based upon a full 12-months of occupancy for the Vertical Element noted above inflated at 3% annually, and (3) projected Operating Expenses shall be determined using Operating Expenses based upon a full 12-months of occupancy for the Vertical Element noted above inflated at 3% annually, all as noted in the Pro Forma Financial Information for each Vertical Element in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement.

(iv) Stabilization Not Achieved by Calculation Date. If the Vertical Element has not achieved Stabilization by the Calculation Date, for purposes of the IRR calculation, the Developer shall select a Qualified Appraiser to submit a report determining the IRR for the Vertical Element based on the actual financial statements for the Vertical Element to the Calculation Date and a projection of the Cash Flow through the date at the end of the calendar year 10 years after the Date of Completion of the Vertical Element. Such report shall include updated Pro Forma Financial Information with the same detail as shown in Exhibit I-1, showing a reasonable projection of the anticipated Cash Flow and IRR of the Vertical Element with corresponding revenues and Operating Expenses and such other factors as the Qualified Appraiser determines in its professional judgment need to be considered in determining the anticipated Cash Flow and IRR of the Vertical Element. The Developer shall provide the HRA and its Consultant with the report of its Qualified Appraiser's determination of the IRR for the Vertical Element and a projection of Cash Flow. If the HRA agrees with the Developer's Qualified Appraiser's report, then such report shall be utilized for the Vertical Element. If the HRA does not agree with the Developer's Qualified Appraiser's projection of Cash Flow and determination of the IRR for the Vertical Element, the HRA and the Developer shall meet to seek to mutually agree on the projected Cash Flow and IRR for such Vertical Element. If the Parties still do not

agree, then the HRA will retain its own Qualified Appraiser to submit a report determining the IRR for the Vertical Element based on the actual financial statements for the Vertical Element to the Calculation Date and a projection of the Cash Flow through the date at the end of the calendar year 10 years after the Date of Completion of the Vertical Element. Such report shall include updated Pro Forma Financial Information with the same detail as shown in Exhibit I-1, showing a reasonable projection of the anticipated Cash Flow and IRR of the Vertical Element with corresponding revenues and Operating Expenses and such other factors as the Qualified Appraiser determines in its professional judgment need to be considered in determining the anticipated Cash Flow and IRR of the Vertical Element. The HRA shall provide the Developer with the report of its Qualified Appraiser's determination of the IRR for the Vertical Element and a projection of Cash Flow. If the Developer agrees with the HRA's Qualified Appraiser's report, then such report shall be utilized for the Vertical Element. However, if the Developer does not agree with the HRA's Qualified Appraiser's report, the HRA and the Developer shall meet to seek to mutually agree on the projected Cash Flow and IRR for such Vertical Element. If the Parties still do not agree, then a third Qualified Appraiser will be selected by the original two Qualified Appraisers and such third Qualified Appraiser will determine the IRR and projection of Cash Flow in the same manner as the original Qualified Appraiser reports for the purposes of this Section 5.3. The final IRR and projected Cash Flow will be based on the average IRR determined by the two closest appraisals completed by all three Qualified Appraisers and such average shall be utilized for the Vertical Element.

(v) Sale Prior to the Calculation Date. If the Developer sells a Vertical Element pursuant to clause (C) in the definition of Calculation Date, for purposes of the IRR calculation, the Developer shall select a Qualified Appraiser to submit a report determining the IRR for the Vertical Element based on the actual financial statements for the Vertical Element to the Calculation Date and a projection of the Cash Flow through the date at the end of the calendar year 10 years after the Date of Completion of the Vertical Element. Such report shall include updated Pro Forma Financial Information with the same detail as shown in Exhibit I-1, showing a reasonable projection to achieve Stabilization with corresponding revenues and Operating Expenses and such other factors as the Qualified Appraiser determines in its professional judgment need to be considered in the determining the anticipated Cash Flow and IRR of the Vertical Element. If the Developer's Qualified Appraiser does not believe that such Vertical Element will achieve Stabilization, the Qualified Appraiser will detail the reasons for that conclusion in its report. The Developer shall provide the HRA and its Consultant with the report of its Qualified Appraiser's determination of the IRR for the Vertical Element and a projection of Cash Flow. If the HRA agrees with the Developer's Qualified Appraiser's report, then such report shall be utilized for the Vertical Element. If the HRA does not agree with the Developer's Qualified Appraiser's projection of Cash Flow and determination of the IRR for the Vertical Element, the HRA and the Developer shall meet to seek to mutually agree on the projected Cash Flow and IRR for such Vertical Element. If the Parties still do not agree, then the HRA will retain its own Qualified Appraiser to submit a report determining the IRR for the Vertical Element based on the actual financial statements for the Vertical Element to the

Calculation Date and a projection of the Cash Flow through the date at the end of the calendar year 10 years after the Date of Completion of the Vertical Element. Such report shall include updated Pro Forma Financial Information with the same detail as shown in Exhibit I-1, showing a reasonable projection to achieve Stabilization with corresponding revenues and Operating Expenses and such other factors as the Qualified Appraiser determines in its professional judgment need to be considered in the determining the anticipated Cash Flow and IRR of the Vertical Element. If the HRA's Qualified Appraiser does not believe that such Vertical Element will achieve Stabilization, the Qualified Appraiser will detail the reasons for that conclusion in its report. The HRA shall provide the Developer with the report of its Qualified Appraiser's determination of the IRR for the Vertical Element and a projection of Cash Flow. If the Developer agrees with the HRA's Qualified Appraiser's report, then such report shall be utilized for the Vertical Element. However, if the Developer does not agree with the HRA's Qualified Appraiser's report, the HRA and the Developer shall meet to seek to mutually agree on the projected Cash Flow and IRR for such Vertical Element. If the Parties still do not agree, then a third Qualified Appraiser will be selected by the original two Qualified Appraisers and such third Qualified Appraiser will determine the IRR and projection of Cash Flow in the same manner as the original Qualified Appraiser reports for the purposes of this Section 5.3. The final IRR and projected Cash Flow will be based on the average IRR determined by the two closest appraisals completed by all three Qualified Appraisers and such average shall be utilized for the Vertical Element.

(vi) Lookback. The Combined IRR shall be determined once the lookback has been completed for the last Vertical Element.

(A) If the Combined IRR does not exceed 12.00% for the Vertical Elements, then the TIF Note will remain set at the principal amount established in Section 5.3(b), and the Pledged Tax Increment shall remain the same.

(B) If the Combined IRR exceeds 12.00% for the Vertical Elements, then the principal balance of the TIF Note will be reduced by an amount equal to 50% of the difference between the actual Equity amount as provided in the updated Pro Forma Financial Information utilized for the Lookback for the Vertical Elements and the Equity amount needed to achieve a Combined IRR equal to 12.00% for the Vertical Elements using the same calculation methodology and assumptions used to calculate the Combined IRR as shown in Exhibit I-1, as updated from time to time and modified in accordance with this Agreement (the "Participation Amount"). In addition, the Pledged Tax Increments for the Phase II Parcels shall be reduced first until they are no longer part of the pledge and then the Pledged Tax Increments for the Phase I Parcels shall be reduced as required. All reductions will be effective upon delivery to the Developer of a written notice stating the Participation Amount as determined by the HRA or the Consultant in accordance with this Section, accompanied by the Consultant's report, and the Developer shall deliver the TIF Note in exchange for a new TIF Note in the

principal amount reduced by the Participation Amount and with the reduced Pledged Tax Increments.

(vii) The HRA shall provide the Developer with the manner and basis of its calculations in Section 5.3(d)(vi)(B).

(e) Review of Taxes.

(i) The Developer acknowledges that the sole source of money to pay principal and interest on the TIF Note is the Pledged Tax Increments derived from the Phase I Parcels (other than the POPS Parcels if either or both are tax exempt) and any improvements thereon, including the Minimum Improvements, and the Phase II Parcels and the improvements thereon. The Developer further acknowledges that any of the following actions taken by the Developer or any owner of property within the TIF District could reduce such Pledged Tax Increments below the amount necessary to pay a portion or all of the principal and accrued interest due on the TIF Note and that subsections (A) – (E) below apply to all property within the TIF District:

(A) initiation of administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Phase I Parcels or the Phase II Parcels and any improvements thereon, including the Minimum Improvements;

(B) initiation of administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Phase I Parcels or the Phase II Parcels and any improvements thereon, including the Minimum Improvements;

(C) a reduction in the real property taxes paid with respect to the Phase I Parcels or the Phase II Parcels and any improvements thereon, including the Minimum Improvements, including any reduction in the assessed Market Value of the Phase I Parcels or the Phase II Parcels and any improvements thereon, including the Minimum Improvements, that is made without a request or petition of the Developer, a reduction in the tax classification of the Phase I Parcels or the Phase II Parcels and any improvements thereon, including the Minimum Improvements, under Minnesota Statutes section 273.13 or any successor statute, a reduction in the local tax rates applicable to the Phase I Parcels or the Phase II Parcels and any improvements thereon, including the Minimum Improvements, or any change to the method of taxing real property that has the effect of reducing the revenues derived from such taxes;

(D) any application for an abatement or deferral of real property taxes under any applicable statute of the State;

(E) other actions or events outside the control of the Developer or outside the control of the Municipality or the HRA, including (i) a reduction in the Market Value of the Phase I Parcels and any improvements thereon, including the

Minimum Improvements, the Market Value of the Phase II Parcels and any improvements thereon, or the Market Value of the Unpledged Parcels, that are made without a request or petition of the Developer, (ii) a reduction in the tax classification of the Phase I Parcels and any improvements thereon, including the Minimum Improvements, the Phase II Parcels and any improvements thereon, or the Unpledged Parcels under Minnesota Statutes section 273.13 or any successor statute, (iii) a reduction in the local tax rates applicable to the Phase I Parcels and any improvements thereon, including the Minimum Improvements, the Phase II Parcels and any improvements thereon, or the Unpledged Parcels or (iv) any change to the method of taxing real property that has the effect of reducing the revenues derived from such taxes; and

(F) failure of the Developer to commence and complete the Minimum Improvements by the times set forth in Section 4.4 hereof.

(ii) The Developer further acknowledges that there are risk factors in relying on Tax Increment to be received, which include those identified in Exhibit 1 to the TIF Note attached to this Agreement as Exhibit I.

(iii) The Developer shall notify the HRA within 10 days of its knowledge of the filing any petition under any State law to seek a reduction in market value or property taxes on any portion of the Phase I Parcels, the Phase II Parcels or any Unpledged Parcels owned by the Developer (a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending and the HRA has been made aware of a potential tax refund, the HRA may withhold any Pledged Tax Increments it has received, regardless of whether a refund was issued at the time such Pledged Tax Increments were received, without additional interest accruing thereon; provided, however, that if the Developer notifies the HRA of a Tax Appeal as provided above and the Developer provides the HRA with written notice of the specific dollar value the Developer believes the applicable Phase I Parcel, Phase II Parcel or any Unpledged Parcel owned by the Developer is over-valued, the HRA will continue to make payments on the TIF Note, but only to the extent the Pledged Tax Increments relate to property taxes paid with respect to the market value of the Phase I Parcels, the Phase II Parcels or any Unpledged Parcels owned by the Developer not being challenged as part of the Tax Appeal and the HRA will withhold, without additional interest accruing thereon, the Pledged Tax Increments related to property taxes paid with respect to the market value of the Phase I Parcel, Phase II Parcel or any Unpledged Parcel owned by the Developer being challenged as part of the Tax Appeal, all as determined by the HRA in its sole discretion. The HRA will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Pledged Tax Increments, as applicable, attributable to the disputed tax payments is finalized.

(iv) Except for the POPS Parcels, for which the HRA understands the Developer will be applying for the tax exemption, the Developer will not, during the term of this Agreement, apply for an exemption from or a deferral of property tax on the Phase I Parcels, the Phase II Parcels or any Unpledged Parcels owned by the Developer pursuant to any law, or Transfer or permit Transfer of the Phase I Parcels, the Phase II Parcels or

any Unpledged Parcels owned by the Developer or any entity whose ownership or operation of the property would result in the Phase I Parcels, the Phase II Parcels or any Unpledged Parcels owned by the Developer being exempt from real property taxes under State law.

Section 5.4. Spending Plan TIF Loan.

(a) Loan.

(i) The HRA agrees, subject to the further provisions of this Agreement applicable to the Spending Plan TIF Loan, to apply certain Spending Plan TIF to assist in financing certain portions of the Project. As of the date of this Agreement, the HRA has Spending Plan TIF in the amount of \$4,000,000.00 and the HRA will not use such amount of the Spending Plan TIF for any purpose other than to fund the Spending Plan TIF Loan pursuant to this Agreement; provided, however, that the HRA may otherwise pledge additional Spending Plan TIF in excess of \$4,000,000.00 to other obligations of the Qualified TIF Districts.

(ii) To make development of the Project financially feasible, the HRA will loan to the Developer the Spending Plan TIF in an amount up to the Spending Plan TIF Loan Amount to finance the Spending Plan TIF Eligible Costs. The HRA will provide the Spending Plan TIF Loan to the Developer under this Section 5.4 upon satisfaction of the following conditions:

(A) the Developer shall have executed and delivered the Spending Plan TIF Promissory Note in substantially the form attached as Exhibit H and the Guarantor shall have executed and delivered the Spending Plan TIF Guaranty in substantially the form attached as Exhibit G;

(B) the Developer shall have delivered to the HRA the documents required under Section 5.1 as to the Restaurant Pavilion or the Office Building (not the other Minimum Improvements), and the HRA's review of title has been completed as provided in Section 5.2; and

(C) the Developer shall not then be in Default of its obligations under this Agreement beyond the expiration of all applicable cure periods.

(iii) The Spending Plan TIF Loan Amount is subject to repayment by the Developer pursuant to the terms of Section 5.4(f) of this Agreement and the Spending Plan TIF Note.

(iv) The Developer has satisfied the But-For Test for the Spending Plan TIF Loan based on the Pro Forma Financial Information provided by the Developer and included in Exhibit I-1.

(b) Requests For Disbursements.

(i) Limitation on Disbursements.

(A) Notwithstanding anything to the contrary contained herein, the HRA is only obligated to make disbursements under the Spending Plan TIF Loan to pay Spending Plan TIF Eligible Costs in an amount up to or equal to the amount of the Spending Plan TIF Loan Amount, and such obligation is further subject to the

conditions of this Section 5.4. The Developer understands, acknowledges and agrees that construction of either the Office Building or the Restaurant Pavilion must begin and that Spending Plan TIF Eligible Costs to be paid by the Spending Plan TIF Loan must be incurred before December 31, 2025. If construction of either the Office Building or the Restaurant Pavilion has not commenced by December 31, 2024, then the Developer agrees to submit to the HRA evidence of the following by the dates indicated to confirm that the Developer will be able to meet the foregoing requirement: (i) site plans have been approved for either the Office Building or the Restaurant Pavilion by December 31, 2024; (ii) building Permits have been issued for construction of either the Office Building or the Restaurant Pavilion by March 31, 2025; and (iii) construction has commenced on either the Office Building or the Restaurant Pavilion by April 1, 2025. The HRA shall have no obligation to disburse proceeds of the Spending Plan TIF Loan if (x) the Developer fails to satisfy any of the foregoing timing requirements, which shall be an immediate Default, for which the Developer shall have a thirty (30) day period to cure such Default, notwithstanding any other cure period provided in this Agreement and not in addition thereto, or (y) any other conditions set forth in this Section 5.4 have not been satisfied by December 31, 2025.

(B) Prior to any disbursement of the Spending Plan TIF Loan Amount, Four Million and No/100 Dollars (\$4,000,000.00) of the equity from the Developer or the Developing Entity set forth in the sources and uses shown on the Pro Forma Financial Information for the Office Building or the Restaurant Pavilion prepared in accordance with Section 5.1(q) must be expended for construction of the Office Building or the Restaurant Pavilion. All disbursements of the Spending Plan TIF Loan Amount shall be disbursed thereafter when and as Spending Plan TIF Eligible Costs have been incurred in the construction of the Office Building and the Restaurant Pavilion.

(ii) Disbursement Requests.

(A) Whenever the Developer desires to obtain a disbursement of Spending Plan TIF Loan proceeds (which shall not exceed one (1) disbursement per month), the Developer must submit to the HRA the Spending Plan TIF Disbursement Request Form, together with all required HRA Project compliance requirements documents, duly signed by the Developer.

(B) Each such Spending Plan TIF Disbursement Request Form must be submitted by the Developer at least ten (10) Business Days prior to the date of the requested Disbursement. Each such Spending Plan TIF Disbursement Request Form constitutes a representation and warranty by the Developer to the HRA that all representations and warranties of the Developer set forth in the Spending Plan TIF Loan Documents are true and correct as of the date of such Spending Plan TIF Disbursement Request Form, except for such representations and warranties which, by their nature, would not be applicable as of the date of such Spending Plan TIF Disbursement Request Form.

(C) At the time of submission of each Spending Plan TIF Disbursement Request Form, the Developer must also submit the following to the HRA:

(I) a copy of the written lien waiver from each contractor for work done and materials supplied by it which were paid or are to be paid for pursuant to the prior Disbursement Request Form, which original lien waiver may be held in trust by a title company, the general contractor or other disbursing agent; and

(II) evidence reasonably satisfactory to the HRA that the Office Building or the Restaurant Pavilion to which the disbursement request is made is being constructed in accordance with the approved Construction Plans;

(III) a statement of the Developer, confirmed by the HRA, that an Event of Default has not occurred and is continuing; and

(IV) invoices or cancelled checks evidencing expenditures for Spending Plan TIF Eligible Costs up to the maximum amount of \$4,000,000.00 actually incurred and paid.

(iii) Final Disbursement Request. At the time of submission of the final request for the disbursement of Spending Plan TIF Loan proceeds, which must be submitted by December 1, 2025, the Developer shall also submit to the HRA the Employment Report pursuant to Section 5.4(d)(iv) of this Agreement. So long as the final request for disbursement of Spending Plan TIF Loan proceeds is submitted by December 1, 2025, the HRA agrees to promptly process such final request and shall make disbursement of the funds appropriately requested by the Developer no later than December 31, 2025. To meet this deadline, the HRA may make disbursement prior to December 31, 2025 to any title company handling disbursements for the Project or other title company selected by the HRA. The HRA will not disburse any Spending Plan TIF Loan proceeds after December 31, 2025.

(iv) Disbursements. If, on the date a disbursement is desired, the Developer has performed all of its duties and complied with all requirements to be performed or complied with hereunder as applicable to the Spending Plan TIF Loan, the HRA will, subject to the conditions set forth herein, disburse the amount of the requested disbursement to Developer.

(c) Origination Fee. As an origination fee for the Spending Plan TIF Loan, the Developer agrees to pay the HRA, upon the execution of this Agreement the sum of \$40,000.00 which represents one percent (1%) of the principal amount of the Spending Plan TIF Loan.

(d) Employment Reporting.

(i) The Developer, the Developing Entities and their respective contractors and subcontractors anticipate that the construction of the Project will generate approximately 500 jobs

during the course of construction of the Project for workers to be employed by the Developer's or the Developing Entities' contractor or subcontractors.

(ii) The Developer anticipates creating three hundred (300) new full time equivalent jobs by December 31, 2027 (the "Full Employment Date").

(iii) No later than December 31, 2025, the Developer shall deliver to the HRA evidence of the number of full-time equivalent jobs generated by the Developer's or the Developing Entities' general contractors or subcontractors, during the course of the construction of the Project.

(iv) No later than December 31, 2025, the Developer shall deliver to the HRA evidence of the number of actual full time equivalent jobs created by the Developer or the Developing Entities for the Project through such date (the "Employment Report").

(v) Six months following the Full Employment Date, the Developer shall deliver to the HRA an updated Employment Report.

(vi) In no event shall the Developer's failure to create fewer than the anticipated or estimated full-time equivalent jobs constitute an Event of Default.

(e) Conditions to Spending Plan TIF Loan Forgiveness. The Spending Plan TIF Loan to the extent disbursed will be fully forgiven upon completion of the following conditions:

(i) the Employment Report being submitted by the Developer to the HRA by December 1, 2025;

(ii) all funds being disbursed by December 31, 2025; and

(iii) construction of all Vertical Elements being completed by December 31, 2027.

(f) Spending Plan TIF Loan Maturity Date Repayment Obligation. In the event the Developer has not satisfied all of the requirements of the Spending Plan TIF Loan forgiveness as set forth in Section 5.4(e) by the Spending Plan TIF Loan Maturity Date, the principal balance of the Spending Plan TIF Note shall become immediately due and payable and must be repaid by the Developer to the HRA.

(g) Records and Inspection.

(i) The HRA and its representatives shall have the right during normal and customary business hours after not less than one days' prior written notice to inspect, examine and copy at Developer's main business office all books and records of the Developer relating to the Spending Plan TIF Loan and the Project. The HRA shall use reasonable efforts to keep confidential all information and documentation obtained by the HRA in connection with examinations, except to the extent that the HRA determines, in its reasonable discretion, a need to disclose same.

(ii) The Developer shall submit to the HRA's project manager on an annual basis commencing on the Completion Date and each anniversary of the Completion Date

until the second anniversary of the Completion Date, a full account of the status of the activities undertaken as part of this Agreement in connection with the Spending Plan TIF Loan. The following records shall be maintained by the Developer, copies of which shall be submitted in such form as the HRA's staff may prescribe:

(A) All receipts and invoices relating to expenditure of Spending Plan TIF Loan funds to pay or reimburse payment of Spending Plan TIF Eligible Costs.

(B) Accounting records that are supported by source documentation. Developer will establish a separate, identifiable accounting record for the Spending Plan TIF Loan. Records shall be sufficient to reflect all costs incurred in performance of the Spending Plan TIF Loan. The books, records, documents, and accounting procedures relevant to the Spending Plan TIF Loan shall be subject to examination by the HRA and state agencies and the legislative auditor.

(C) Records of liability insurance, including proof of insurance in effect, and proof of payment of insurance premiums.

(D) Developer's annual financial statement prepared in accordance with generally accepted accounting principles. Calendar year end statements shall be compiled, reviewed or audited statements. All such statements shall include a listing of all assets and liabilities of the Developer, income and expense statements and income tax returns.

Section 5.5. Demolition SAC Credits.

The Development Property includes approximately 94 Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) credits resulting from the demolition of the Midway Shopping Center and other buildings in the TIF District ("Demolition SAC Credits") that can only be credited to future projects at the Development Property. All Vertical Elements within the Project will be required to follow a standard Metropolitan Council process in gaining a MCES SAC determination at the time of applying for a building permit. The corresponding MCES SAC determination letter will determine the number of credits that will reduce the available Demolition SAC Credits until there are no longer any remaining Demolition SAC Credits. The Municipality will agree to rely on the MCES SAC determination letter and will not collect MCES SAC from the Developer unless the Municipality has a corresponding obligation to make MCES SAC payments to the Metropolitan Council. The HRA acknowledges that the Developer intends to utilize the value of the Demolition SAC Credits determined in this manner as part of the Developer's finance structure. The Developer will cooperate with all Municipality and Metropolitan Council processes to submit information to Metropolitan Council as required to receive Metropolitan Council's determination that the Project is a phased development for purposes of administering the Demolition SAC Credits.

Section 5.6. Additional Public Financing.

The HRA will explore with the Municipality whether it is feasible to finance an estimated \$3.3 million in Public Infrastructure costs not currently financed with other sources to be repaid through assessments levied to the benefitting properties.

ARTICLE 6
DEFAULT AND REMEDIES

Section 6.1. Default and Event of Default Defined.

The following shall be a “Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following after the HRA has given notice to the Developer and provided the period to cure such Default as provided in Section 6.2, and such Default has not been cured within such time period as may be extended by the HRA:

(a) Failure by the Developer or a Developing Entity to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(b) Subject to *Force Majeure*, failure by the Developer to commence construction of the Project by June 1, 2025, or to proceed with due diligence to Substantially Complete the construction of the Project, pursuant to the terms, conditions and limitations of this Agreement and obtain the Final Certificate of Completion from the HRA by December 31, 2027.

(c) If any representation or warranty made by Developer herein or any document or certificate furnished to the HRA proves to be materially incorrect or misleading as of the date made.

(d) If the Developer engages in any illegal activities.

(e) If the Developer uses any of the Spending Plan TIF Loan funds contrary to this Agreement.

(f) If the Developer employs or becomes an individual, company, or other entity either on the debarment list or with unresolved compliance issues.

(g) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including compliance with the requirements set forth in Section 5.3(c), Section 5.3(d), and Section 8.2 hereof.

(h) If, prior to the Completion Date, the Developer shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(ii) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 6.2. Notice and Cure Period for a Default; Remedies on an Event of Default.

Whenever any Default referred to in Section 6.1 occurs and is continuing, the HRA, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Default has not been cured within said 30 days; provided that if such Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the HRA that it is proceeding with due diligence to cure such Default, such 30 day cure period shall be extended for an additional period deemed reasonably necessary by the HRA to effect the cure, but in any event not to exceed an additional 180 days:

(a) The HRA may suspend its performance under this Agreement and the TIF Note until such Default is cured or the HRA determines that it has received adequate assurances from the Developer that the Developer will cure its Default and continue its performance under this Agreement. Interest on the TIF Note shall not accrue during the period of any suspension of payment.

(b) The HRA may terminate this Agreement or cancel the TIF Note.

(c) The HRA may suspend or terminate any obligation to further disburse undisbursed proceeds of the Spending Plan TIF Loan.

(d) The HRA may declare the Spending Plan TIF Loan immediately due and payable.

(e) The HRA may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement, a Lender providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer or, if applicable, the Developing Entity and the HRA shall accept such cure as though it was made by the Developer or the Developing Entity.

Section 6.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the HRA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing

at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver.

In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5. Risk of Certain Losses; Force Majeure.

The non-occurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or non-occurrence is due to the occurrence of a *Force Majeure* event and without the fault of the Party claiming an extension of time to perform or excuse from performance. Without limitation of and in addition to the foregoing, if a Party hereto shall be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of a *Force Majeure* event, then the performance of such obligation shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause; provided, however, that if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. The Party claiming a *Force Majeure* event shall remedy the *Force Majeure* event with all reasonable dispatch and shall make commercially reasonable efforts to avoid the adverse impacts thereof and to resolve the event or occurrence once it has occurred in order to resume performance. As soon as the Party claiming a *Force Majeure* event is able to resume performance of all or a portion of its obligations excused as a result of the occurrence of *Force Majeure*, such Party shall give prompt notice thereof to the other Party. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the Parties. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Agreement.

Section 6.6. Indemnification of the HRA and the Municipality.

(a) The Developer releases from and covenants and agrees that the HRA and the Municipality, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section 6.6, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, or any other loss, cost, expense, or penalty related to the Project, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any Person whatsoever arising or purportedly arising from the actions or inactions of the Developer (or of other Persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction or installation, ownership, and operation of the Project; including and without regard to any fault on the part of the HRA, any pecuniary loss or penalty (including interest at the statutory rate thereon from the date the loss is incurred or penalty is paid by the HRA or the Municipality) causing the TIF District to not qualify or cease to qualify as a “redevelopment district” under section 469.174, subdivision 10, of the TIF Act, or to violate limitations as to the use of Tax Increments as set forth in section 469.176, subdivision 4d of the TIF Act.

(c) All covenants, stipulations, promises, agreements and obligations of the HRA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the HRA and not of any governing body member, officer, agent, servant or employee of the HRA or the Municipality, as the case may be.

Section 6.7. Reimbursement of Fees.

Whenever any Event of Default occurs and is continuing and if the HRA shall employ attorneys, financial advisors or other consultants, or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer shall within ten (10) Business Days of request therefor reimburse the HRA for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE 7
INSURANCE AND INDEMNIFICATION;
CASUALTY AND CONDEMNATION; LITIGATION COOPERATION

Section 7.1. Required Insurance.

(a) The Developer shall provide and maintain or cause to be provided and maintained for the Development Property and the HRA the following insurance through one or more policies and, from time to time at the request of the HRA, shall furnish the HRA with proof of payment of premiums:

(i) during the process of any Phase I Parcel’s preparation and construction of the Minimum Improvements, “all risk” or “special form” builder’s risk insurance as appropriate for such activities or improvements on a commercially reasonable basis and in a commercially reasonable amount, as agreed to by the Parties. The Policy shall name the HRA as an additional insured. The interest of the HRA shall be protected in accordance with a customary clause in form and content satisfactory to the HRA;

(ii) commencing on the date of this Agreement, through completion of construction of the Minimum Improvements and until delivery of the Final Certificate of Completion, commercial general liability insurance (including operations, contingent

liability, operations of subcontractors, completed operations and contractual liability insurance), together with limits against bodily injury and property damage of not less than \$3,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The HRA shall be a named or additional insured and the interest of the HRA shall be protected in accordance with a clause in form and content satisfactory to the HRA; and

(iii) commencing on the date of this Agreement, through completion of construction of the Minimum Improvements and until delivery of the Final Certificate of Completion, workers' compensation insurance, with statutory coverage, with respect to the Developer's employees, if any.

(b) Upon completion of construction of the Minimum Improvements and until the later of the date on which the TIF District expires or is otherwise terminated, or the date the TIF Note is fully paid, defeased or terminated in accordance with its terms, provided the Developer remains in fee title to any portion of any the Development Property, the Developer shall maintain or cause to be maintained at its cost and expense, and from time to time at the request of the HRA shall furnish proof of the payment of premiums on, insurance as follows:

(i) insurance against loss or damage to any portion of the Development Property and the Minimum Improvements owned by the Developer under a policy or policies covering such risks as are ordinarily insured against by similar businesses, and that names the HRA as an additional insured;

(ii) commercial general liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons or property, in the minimum amount of \$3,000,000 for each occurrence and \$5,000,000 in the aggregate, and endorsed to show the HRA as an additional insured; and

(iii) such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

(c) Acceptance of insurance policies delivered pursuant to this Section 7.1 shall not bar the HRA from requiring reasonable amounts of additional insurance which it deems necessary to protect its interest in the Project, provided that such insurance can be obtained at a reasonable cost to the Developer.

Section 7.2. Insurance Policies.

All insurance required by this Article 7 shall be in form and content reasonably satisfactory to the HRA and taken out and maintained in financially sound and responsible insurance companies selected by the Developer, which are licensed to do business in the State and authorized under the Laws of the State to assume the risks covered thereby. The Developer will deposit or cause to be deposited annually with the HRA policies evidencing all such insurance or certificates of insurance from the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article 7, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the HRA at least thirty (30)

days before the cancellation or modification becomes effective. Prior to the expiration of any policy, the Developer shall furnish the HRA evidence reasonably satisfactory to the HRA that the policy has been renewed or replaced by another policy conforming to the provisions of this Article 7, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain single policies, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the HRA a certificate or certificates of the respective insurers as to the amount of coverage in force upon each component of the Project.

Section 7.3. Casualty and Insurance Proceeds.

The Developer shall notify the HRA immediately in the case of material damage to or destruction of any part of the Project or any component thereof resulting from fire or other casualty.

(a) If any part of the Project, or any component thereof, owned by the Developer is damaged or destroyed by fire or other casualty, the Developer shall, within two hundred ten (210) days after such damage or destruction and upon receipt of the proceeds of insurance relating to such damage or destruction, proceed forthwith to repair, reconstruct and restore the Project or part of the Project so damaged or destroyed to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and, to the extent available or necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the proceeds of any insurance relating to such damage or destruction received by the Developer to the payment or reimbursement of the costs thereof.

(b) If the Developer is in compliance with the terms and conditions of this Agreement, then any proceeds of insurance relating to such damage or destruction received by the HRA shall be released from time to time by the HRA to the Developer upon the receipt of:

(i) a certificate of an authorized representative of the Developer specifying the expenditures made or to be made or the indebtedness incurred in connection with such repair, reconstruction and restoration and stating that such proceeds, together with any other moneys legally available for such purposes, will be sufficient to complete such repair, construction and restoration; and

(ii) if the proceeds equal or exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), the written approval of such certificate by an independent engineer or architect engaged in connection with such repair, reconstruction or restoration.

(c) The Developer shall use commercially reasonable efforts to complete the repair, reconstruction and restoration of the Project owned by the Developer, whether or not the proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of the repair, reconstruction, and restoration of the Project owned by the Developer shall be the sole property of the Developer.

(d) The foregoing notwithstanding, if the Developer is diligently restoring the Project owned by the Developer, said two hundred ten (210) day period shall be extended so long as Developer continues to use all commercially reasonable efforts to complete the restoration.

(e) Notwithstanding anything contained herein to the contrary, if there is a mortgage on the affected part of the Project or any part thereof for which insurance proceeds are payable, the terms of said mortgage shall govern the collection and disbursement thereof.

Section 7.4. Indemnification.

(a) The Developer shall pay, and shall indemnify, defend and save the HRA, its commissioners, agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees, causes of action, suits, claims, demands, judgments of any nature arising out of any act, omission, representation or misrepresentation of the Developer in connection with and the carrying out of the transactions contemplated by this Agreement, including bodily injuries to, or death of, any person or damage to property of the HRA, the Developer or others, including loss of use from any cause whatsoever, arising out of, incidental to, or in connection with the use, nonuse, ownership, condition, or occupancy of the Development Property, or with the construction of the Project thereon, due to any acts of omission or commission, including negligence, of the Developer, or any contractor or their employees or agents; provided, however, that the Developer's obligations shall not extend to any cause of action to the extent arising out of or relating to any gross negligence or willful misconduct of the HRA. The Developer's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Developer or subject to any exclusions from coverage in any insurance policy.

(b) The Developer will indemnify, defend and hold the HRA harmless from and against any claims made by any party or parties for relocation benefits or other payments or benefits arising out of the termination of leases (other than a termination as of the end of the lease term) or other displacement of any party within the Development Property.

(c) In the event of an indemnity claim by the HRA against the Developer, the Developer shall have the right to defend any such claim with counsel reasonably acceptable to the HRA, and the Developer shall not be responsible for the fees and expenses of any other counsel that the HRA may elect to retain in connection with such claim so long as the Developer is defending such claim.

(d) The provisions of this Section 7.4 shall survive the termination of this Agreement.

Section 7.5. Condemnation.

If the Parcel I Parcels or any part thereof shall be condemned, the Developer will use commercially reasonable efforts to complete, repair and restore the affected Phase I Parcel to substantially the same condition as existed prior to the condemnation to the extent reasonably practicable. The proceeds of any condemnation award shall be used for such completion, repair and restoration and subject to any collection and disbursement terms and conditions in any mortgage on the Project.

Section 7.6. Litigation Cooperation.

Each Party will reasonably cooperate with the other Party with respect to any litigation commenced by third parties in connection with this Agreement and the performance of the transactions contemplated herein.

ARTICLE 8
ADDITIONAL PROVISIONS

Section 8.1. Reports.

The Developer shall provide the HRA reports in a timely manner with such information reasonably accessible by the Developer about the Project as the HRA may reasonably request, including information regarding goals as to wage levels set forth in this Article 8 for purposes of satisfying any reporting requirements imposed by law on the HRA.

Section 8.2. Employment, Contracting, Wage and Other Requirements.

The Developer agrees as follows, as applicable with respect to the Project, except that the Parkland Agreements shall govern the Minimum Improvements on the POPS Parcels:

(a) Affirmative Action/Equal Opportunity. The Developer agrees to be bound by and to cause its contractors and subcontractors to comply with the requirements of Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Requirements in Employment adopted by the Saint Paul Human Rights Commission. The Developer, its contractors, and affected subcontractors shall meet the requirements of this subsection by compliance with the statement of affirmative action/equal opportunity requirements attached hereto as Exhibit M and incorporated herein.

(b) Labor Standards. The Developer agrees to be bound by and to cause its contractors, subcontractors, and lower-tier subcontractors to comply with all applicable local, State, and federal labor standards. The Developer, its contractors and affected subcontractors shall meet the requirements of this subsection by compliance with the requirements set forth in Exhibit N attached hereto and incorporated herein; provided, however, that if construction does not commence within 90 days of the date hereof, the wage decision set forth in Exhibit N shall be replaced by the wage decision provided to the Developer by the HRA upon the commencement of construction and such wage decision shall be incorporated herein by reference upon delivery. The Developer agrees to cause its contractor to separately sign Exhibit N to acknowledge its receipt of these requirements and its agreement to comply with them.

(c) Vendor Outreach Programs. The Developer agrees to comply with and shall cause its contractors and subcontractors to comply with the Municipality's Vendor Outreach Program as required by Chapter 84 of the St. Paul Administrative Code. In entering into contracts and subcontracts for the Project, and this includes all soft costs, professional services, hard construction costs and other Project costs, the Developer and its contractors and subcontractors shall meet the requirements set forth in Exhibit O attached hereto and incorporated herein. The Developer agrees to separately sign Exhibit O to acknowledge its receipt of these requirements and its agreement to comply with them.

(d) Contract Documents. The Developer shall incorporate in all construction contracts and materials contracts for the Project to which it is a party and shall cause its contractors and subcontractors to incorporate the requirements of subsections (a), (b), (c) and (e) of this Section 8.2 in all contracts and subcontracts, including contracts for purchase of materials for the Project.

(e) Preconstruction Conference/Ongoing Meetings.

(i) Initial Conference. The Developer, its contractors and all subcontractors shall attend a preconstruction conference conducted by the HRA and Municipality staff. These conferences are held for the benefit and information of all participating contractors and subcontractors and attendance is required. Each area of compliance is reviewed by the appropriate HRA and Municipality staff members and forms are distributed for documentation and reporting. The HRA and Municipality staff will explain the documentation at this time and will provide on-going technical assistance in an effort to keep the report requirements up to date. Any subcontractors identified after the initial preconstruction conference shall arrange to attend a subsequent preconstruction conference unless such attendance is waived by the HRA and the Municipality.

(ii) Ongoing Meetings. Following this initial conference, the HRA and Municipality staff will be scheduling regular meetings with the Developer, contractor and subcontractors to review the compliance reports, discuss any obstacles to reaching the required goals and contract requirements, and propose courses of action to follow to assure full compliance. The meetings will begin on a monthly basis and then at such intervals as deemed necessary by the HRA and Municipality staff.

(f) B2GNOW/LCPtracker. This Agreement is subject to contract compliance tracking, and the Developer, general/prime contractor and any subcontractors are required to provide any noted or requested contract compliance-related data electronically using the B2GNOW/LCPtracker system. The Developer, general/prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and for checking the B2GNOW/LCPtracker system on a regular basis to manage contact information and contract records. The Developer is responsible for ensuring all general/prime contractors, and subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The HRA may require additional information related to this Agreement to be provided electronically through the B2GNOW/LCPtracker system at any time before, during, or after execution of this Agreement. Information related to contractor access of the B2GNOW/LCPtracker system will be provided to a designated point of contact with the Developer, general/prime contractor and any subcontractors upon execution of the contract/agreement. The B2GNOW/LCPtracker system is web-based and can be accessed at the Municipality's Internet address.

(g) Two Bid Policy. The Developer agrees to comply with the requirements of the HRA's Two Bid Policy as set forth in Exhibit P.

(h) Signage – Credit, Acknowledgments and Notices. The Developer shall, prior to the commencement of construction after the date hereof, at its own expense, erect a sign of reasonable size in a prominent position on the Development Property indicating to the general public the name

of the Project and acknowledging the participation of the HRA and all other Project funders. The Developer agrees that said sign may remain in place throughout the period of construction. The design of any signage shall comply with the sign specifications set forth on Exhibit Q attached hereto. The Developer shall also give reasonable notice to the HRA of ground breaking, opening ceremonies and like events so the HRA may obtain publicity of and participation in such events. The Developer agrees to assist and cooperate in and with such publicity and participation. The Developer further agrees that the HRA shall also have the right to issue press releases concerning the Project.

(i) Sustainable Building Policy. The Developer agrees to comply with the requirements of the Saint Paul Sustainable Building Policy for Private Development as set forth in Exhibit R.

(j) Park Dedication Fees. The Developer agrees to comply with the Municipality's Parkland Dedication requirements as set forth in Section 69.511 of the Municipality's Legislative Code.

(k) Project Labor Agreement. The Developer and the general contractor shall comply with City Council Resolution #09-584 by executing a Project Labor Agreement (PLA). See Exhibit S.

(l) Living Wage. The Developer agrees to comply with the requirements of the Municipality's Living Wage Ordinance as set forth in Exhibit T, and to file annually a Certificate of Compliance with Living Wage Requirement as set forth on Exhibit U, all subject to exemptions for a qualifying small business.

Section 8.3. Transfer.

(a) Developing Entities. The HRA acknowledges that the Developer may develop the Vertical Elements through separate Developing Entities that will design, construct, operate and maintain the respective Vertical Elements. Each Developing Entity will be a limited liability company, limited partnership, corporation or other similar entity. In connection therewith, the Developer will transfer the respective Phase I Parcel for a Vertical Element to the appropriate Developing Entity as a capital contribution and will own an equity ownership interest in each Developing Entity (a "Developing Entity Transfer"). The consent or approval of the HRA to such Transfer shall be required, but the consent or approval shall not be unreasonably withheld, conditioned or delayed if the Developer and the Developing Entity meet the requirements of Section 8.3(b) as a condition to the Developing Entity Transfer.

(b) Conditions to a Developing Entity Transfer. At least ten (10) Business Days prior to a Developing Entity Transfer, the Developer shall give written notice to the HRA and include the following with such notice:

(i) a copy of the instrument for the organization of such Developing Entity, duly certified by the Secretary of State of the state in which the Developing Entity was organized;

(ii) a copy of such Developing Entity’s operating agreement, by-laws or similar organizational documents;

(iii) a current Certificate of Good Standing for such Developing Entity dated no later than ten (10) days prior to the date of the notice to the HRA, duly issued by the Secretary of State of the state in which the Developing Entity was organized;

(iv) a resolution or written action of the governing board or members or managers of such Developing Entity authorizing and approving the Developing Entity Transfer, certified as true and correct by an officer of such Developing Entity;

(v) a draft of the Assignment and Assumption Agreement between the Developer and the Developing Entity in substantially the form of Exhibit W-1 attached hereto (the “Transfer Agreement”);

(vi) an opinion of counsel for the Developing Entity stating that the Developing Entity is a [inset type of entity] duly organized and existing under the Laws of the [insert state of organization], that the Transfer Agreement has been duly executed and delivered and is the legal and binding obligation of the Developing Entity enforceable in accordance with its terms, subject to matters of bankruptcy, stay, insolvency, reorganization or other Laws relating to or affecting creditors’ rights generally or by principles of equity;

(vii) if construction has or will be commenced shortly following the Developing Entity Transfer on the Phase I Parcel subject to the Transfer Agreement, proof of insurance required for the benefit of the HRA pursuant to Section 7.1(a)(i) of this Agreement for such Vertical Element, and proof of insurance for all other insurance required in Section 7.1 of this Agreement;

(viii) evidence that the Developer and its Affiliates own at least fifteen percent (15.0%) of the equity interests in such Developing Entity and the Developer or William W. McGuire is the chief manager or managing member, and that the Developing Entity has the qualifications necessary to fulfill the obligations assumed under the Transfer Agreement and has the financial ability to obtain the funding sources that are identified in the documents delivered pursuant to Section 8.3(b)(xii);

(ix) a copy of all agreements which will create a valid and enforceable mortgage lien against the transferred Phase I Parcel that are in effect as of the transfer of such Phase I Parcel by Developer to the Developing Entity, if any;

(x) a copy of all leases, management contracts or other similar contracts between the Developer and any other entity that relate to the Phase I Parcel that are in effect as of the transfer of such Phase I Parcel by Developer to the Developing Entity, if any;

(xi) if construction has or will be commenced shortly following the Developing Entity Transfer on the Phase I Parcel subject to the Transfer Agreement, satisfactory evidence of the Developing Entity having obtained sufficient debt and equity financing commitments for such Vertical Elements, provided that any commitments may be subject to conditions that are normal and customary in commercial real estate development or, if

construction has not or will not be commenced shortly following the Developing Entity Transfer, any debt and equity commitments that are in effect as of the transfer of such Phase I Parcel by Developer to the Developing Entity;

(xii) a budget, a listing of the sources and uses, and a 10-year cash flow pro forma demonstrating the financial ability of the Developing Entity to timely complete such Vertical Element to be constructed on the Phase I Parcel being transferred to the Developing Entity under the Transfer Agreement;

(xiii) the architect's and general contractor's contracts that are in effect as of the transfer of such Phase I Parcel by Developer to the Developing Entity, if any, and, if a general contractor's agreement is in effect that has a guaranteed maximum price provision, the Schedule of Values for such Vertical Element; and

(xiv) without extending the notice period, such other information relating to the Developing Entity Transfer as the HRA may reasonably request.

After delivery of the documents referred to in Section 8.3(b)(i) – (xiv), the Developing Entity Transfer as provided in the Transfer Agreement will occur when agreed to by the Developer and the Developing Entity and consented to by the HRA. In the absence of prior specific written consent of the HRA, no Developing Entity Transfer under Sections 8.3(a) and (b) or approval by the HRA thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Vertical Element on the transferred Phase I Parcel, from any of its obligations with respect thereto or otherwise from any covenant or obligation under this Agreement; provided, however, that to the extent that a Developing Entity performs any covenant or agreement under this Agreement that is a covenant or obligation that the HRA has not released the Developer from performing, such performance by the Developing Entity shall be considered performance by the Developer.

Failure of the Developer to comply with this Section 8.3(b) shall be a Default, and in addition to the other remedies for Default set forth in this Agreement, the HRA shall be entitled to require all of the information set forth in Section 8.3(b)(i) – (xiv) be provided notwithstanding the fact that such Transfer may have already occurred and all such information may also be required for any subsequent Transfers.

(c) The Developer and, in the case of clause (c)(i) the Developing Entity with respect to the Phase I Parcel transferred by the Developer to the Developing Entity pursuant to the Transfer Agreement and the Minimum Improvements thereon, may assign or otherwise transfer or convey in any mode or manner (collectively, a "Transfer") without the consent or approval of the HRA as follows:

(i) the granting of a mortgage and other security interests in any Phase I Parcel on which a Vertical Element is to be constructed and all improvements thereon, including the Minimum Improvements, and the Transfer of such parcel and improvements upon the exercise of the rights and remedies by the holder of the mortgage or security interests; and

(ii) the Transfer of the TIF Note, which may only be transferred in whole and not in part, as a distribution by the Developer to its member(s), and the Transfer of the TIF

Note, which may only be transferred in whole and not in part, by any member of the Developer to any Affiliate of such member or to any such member's family as defined in section 2704(c)(2) of the Internal Revenue Code of 1986, as amended (each a "Family Member") or any trust for the benefit of such member or such Family Member(s); provided, however, that any such transferee or assignee of the TIF Note shall (A) execute and deliver to the HRA the Acknowledgement and Receipt of Note in the form included in Exhibit 2 to the TIF Note and (B) surrender the TIF Note to the HRA, either in exchange for a new fully registered note or for transfer of the TIF Note on the registration records for the TIF Note maintained by the HRA.

In the event of any of the Transfer under clause (i), the Developer or the Developing Entity agrees to provide the HRA five (5) days advance written notice of the Transfer and to provide or cause to be provided to the HRA copies of the documents related to such Transfers in substantially final form and such additional documents as the HRA may reasonably request. In the event of any Transfer under clause (ii), the Developer agrees to give twenty (20) days advance written notice of the Transfer to the HRA and to provide or cause to be provided to the HRA copies of the documents related to such Transfers and such additional documents as the HRA may reasonably request.

(d) Subject to the HRA's prior written consent, the Developer may Transfer the TIF Note, which may only be transferred in whole and not in part, if such Transfer does not involve a Transfer of any Phase I Parcels, the Project or this Agreement, subject to the following conditions:

(i) there shall be submitted to the HRA for review all instruments and other legal documents involved in effecting such Transfer and, if approved by HRA, its approval shall be indicated to the Developer in writing;

(ii) any proposed transferee of the TIF Note shall (i) execute and deliver to the HRA the Acknowledgment Regarding TIF Note in the form included in Exhibit 2 to the TIF Note and (ii) surrender the TIF Note to the HRA either in exchange for a new fully registered note or for transfer of the TIF Note on the registration records for the TIF Note maintained by the HRA;

(iii) the Developer and its transferees shall comply with such other conditions as the HRA may reasonably require in order to achieve and safeguard the purposes of the Housing Authority Act, the TIF Act and this Agreement; and

(iv) in the absence of a specific written agreement by the HRA to the contrary, no such transfer or approval by the HRA thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(e) After (x) the completion of the Minimum Improvement on any Phase I Parcel (other than the POPS Parcels for which transferability shall be governed by the respective Parkland Agreement) and (y) the date hereof with respect to any Phase II Parcel, the Developer, a Developing Entity or any subsequent owner shall not Transfer such parcel, except as follows:

(i) notice of the Transfer is given to the HRA no less than thirty (30) days prior to the date of the proposed Transfer;

(ii) any proposed transferee, by instrument in the form of Exhibit W-2, shall expressly for the benefit of the HRA have expressly assumed the obligations of the transferor under this Agreement with respect to the parcel subject to the Transfer;

(iii) with the notice under clause (i) above, there shall be submitted to the HRA for review all instruments and other legal documents involved in effecting the Transfer; and

(iv) the transferee shall comply with such other conditions as the HRA may reasonably require in order to achieve and safeguard the purposes of the Housing Authority Act, the TIF Act and this Agreement.

Except for the obligations of the Developer and any other party bound by this Agreement to comply with the lookback provisions in Section 5.3(d) until the lookback is completed for all Vertical Elements and any adjustment has been made to the TIF Note, including those relating to providing information to the HRA to determine the application of Section 5.3(d) of this Agreement as it relates to the transferred parcel (the “Information Requirements”) and delivery of the TIF Note for any adjustments, any Transfer under this Section 8.3(e) shall be deemed to relieve the Developer and any other party bound by this Agreement (other than the transferee in such Transfer) from the covenants or obligations under this Agreement; provided, however, that to the extent that such transferee performs any covenant or agreement under this Agreement pertaining to the Information Requirements, such performance by the transferee shall be considered performance by the Developer and any other person bound by this Agreement to provide such information.

(f) The Developer and any Developing Entity or their successors and assigns may also without prior written notice to or consent of the HRA (i) enter into leases with tenants in the ordinary course of business, (ii) enter into easements or other agreements necessary for the construction and operation of the Project, and (iii) admit or remove members or transfer membership interests in the Developer or the Developing Entity in accordance with its organizational documents.

(g) The Developer or the Developing Entity requesting a Transfer under Section 8.3(c) – (e) shall, as a condition of the HRA’s consent to such Transfer, agree to pay all reasonable legal fees and expenses of the HRA, including fees of the City Attorney’s office and outside counsel retained by the HRA to review the documents submitted to the HRA in connection with any Developing Entity Transfer or other Transfer.

Section 8.4. Payment of HRA Expenses.

The Developer shall pay or reimburse to the HRA or the Municipality, as applicable, all fees and costs incurred by the HRA relating to: (i) the preparation, negotiation and execution of this Agreement; (ii) the preparation and approval of the Redevelopment Plan and the TIF Plan and the creation and establishment of the Project Area and the TIF District as related to the Project; (iii) the issuance of the TIF Note and any loans or tax increment bonds relating to the Project, including all out-of-pocket expenses incurred by the HRA, the fees and expenses of counsel to the

HRA, the fees and expenses of the municipal advisor to the HRA or other attorneys, advisors or consultants engaged by the HRA or the Municipality relating to the matters described in this Agreement; and (iv) any additional fees charged by the HRA under the application for public assistance submitted by the Developer to the HRA. In accordance with the application for public assistance submitted by the Developer to the HRA, the Developer's deposit for the HRA expenses shall be a minimum of \$20,000, and the Developer shall submit additional deposits to the HRA within ten (10) Business Days of request in the event the minimum deposit balance held by the HRA for expenses falls below \$20,000. The HRA will forward invoices or expenses to the Developer and the Developer will pay the HRA such amounts within thirty (30) days of receipt. The requirement to maintain a minimum \$20,000 deposit shall remain until the Final Completion Date at which time the HRA shall return any unused deposit to the Developer.

Section 8.5. Conflicts of Interest.

No member of the governing body or other official of the HRA shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the HRA shall be personally liable to the HRA in the event of any Default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 8.6. Titles of Articles and Sections.

Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.7. Notices and Demands.

All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section 8.7):

To the HRA:	Housing and Redevelopment Authority of the City of Saint Paul, Minnesota 13th Floor City Hall Annex 25 West 4th Street St. Paul, MN 55102 Attn.: Executive Director
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with a copy to: City Attorney's Office
400 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102
Attn.: PED Attorney

To the Developer: Snelling-Midway Redevelopment, LLC
730 South Second Avenue, Suite 1450
Minneapolis, MN 55402
Attn.: William W. McGuire, Managing Member

with a copy to: Kaplan, Strangis and Kaplin, P.A.
730 South Second Avenue, Suite 1450
Minneapolis, MN 55402
Attn.: Bruce J. Parker

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective Party, as provided in this Article. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 8.8. Electronic Signatures; Counterparts.

The Parties agree that electronic signature of a Party to this Agreement shall be as valid as an original signature and shall be binding. The Parties further agree that any document (including this Agreement and any attachments or exhibits hereto) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement. The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 8.9. Compliance with State Laws.

All of the data created, collected, received, stored, used, maintained or disseminated by Developer with regard to its performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes, and Developer agrees to comply with those requirements as if it were the HRA. The remedies in Minnesota Statutes section 13.08 may apply to Developer. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other State Laws, state law shall control. The Developer shall comply with the conflict of interest provisions of Minnesota Statutes sections 471.87-471.88 and the Business Subsidy Act codified at Minnesota Statutes sections 116J.993-116J.995. Pursuant to the

requirements of Minnesota Statutes section 16C.05, subd. 5, until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Developer, upon written request, shall make available to the HRA, the State Auditor or the Developer's ultimate funding sources, a copy of this Agreement and the books, documents, records, and accounting procedures and practices of the Developer relating to this Agreement.

Section 8.10. Term; Termination.

Unless this Agreement is terminated earlier in accordance with its terms, this Agreement shall terminate on the Termination Date. Upon the Termination Date, the HRA will provide a termination certificate as to the Developer's obligations hereunder.

Section 8.11. Provisions Surviving Rescission, Expiration or Termination.

Section 6.6 and Section 6.7 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 8.12. Entire Agreement.

Except as otherwise provided in this Agreement and the other written agreements contemplated hereby, this Agreement contains the sole and entire agreement between the Parties with respect to its subject matter and supersedes any and all other prior written or oral agreements among them with respect to such subject matter.

Section 8.13. Relationship of Parties.

Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the Parties hereto, and the rights and remedies of the Parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the HRA or the Municipality contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the HRA and not of any governing body member, officer, agent, servant or employee of the HRA or the Municipality, as the case may be.

Section 8.14. Mediation.

All claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action hereof, provided for herein. Each Party agrees to participate in up to four hours of mediation. The mediator shall be selected by the Parties, or if the Parties are unable to agree on a mediator, then either Party can request the administrator of the Ramsey County District Court Civil ADR Program or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each Party having authority to settle the dispute. All expenses related to the mediation shall be borne by each Party, including the costs of any experts or legal counsel. All applicable statutes of limitations and all defense based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

Section 8.15. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the Laws of the State, notwithstanding its conflicts of law or choice of law provisions. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance or enforcement of this Agreement shall be controlled by and determined in accordance with the Laws of the State, and the Parties agree that all legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State, Ramsey County, District Court and shall not be removed therefrom to any other federal or state court.

Section 8.16. Public Events.

The Developer shall furnish ample notice to the HRA of ground breaking, opening ceremonies and similar events for the Project after the date hereof so that the HRA may obtain publicity of and participation in such events. The Developer agrees to assist and cooperate in such publicity and participation. The Developer further agrees that the HRA shall have the right to issue press releases concerning the Project, provided that the HRA shall endeavor to provide Developer a courtesy copy prior to the distribution of any press release.

Section 8.17. Survival of Covenants, Agreements, Representations and Warranties.

Except as expressly stated, no action taken pursuant or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement.

Section 8.18. Additional Documents and Approval.

The Parties, whenever and as often as any shall be reasonably requested to do so, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

Section 8.19. Notice of Matters.

In the event that either Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Party of the same in writing.

Section 8.20. Calculation of Time.

Unless otherwise stated, all references to “day” or “days” shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

Section 8.21. Time is of the Essence.

Time is of the essence of this Agreement. The Parties shall use good faith efforts to cause the work contemplated by this Agreement to meet the Project Schedule.

Section 8.22. Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 8.23. Amendment.

No amendment, modification or termination of this Agreement shall be valid unless in writing and duly executed by the Parties.

Section 8.24. Estoppel Certificate.

Each Party, respectively, agrees that at any time and from time to time within ten (10) Business Days after receipt of a written request by the other Party, to execute, acknowledge and deliver to such Party a statement in writing and in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that no Party is in Default under any provisions of this Agreement or, if there has been a Default, the nature of such Default; (c) that all work to be performed under this Agreement has been performed or, if not so performed, specifying the work to be performed; and (d) as to any other matter that the requesting Party or a prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any Person, prospective mortgagee of, or assignee of any mortgagee of, such interest.

Section 8.25. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties.

Section 8.26. Severability.

If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be inconsistent with, invalid or unenforceable under any Laws or Legal Requirements, the remainder of this Agreement or the application of such term or provision to Persons or circumstances, other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by any Laws or Legal Requirements.

Section 8.27. Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

Section 8.28. Approval or Consent by the Parties.

In each instance where the approval or consent of any Party may be sought or is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed, unless expressly provided otherwise.

Section 8.29. Data Practices Act.

The HRA is a governmental entity subject to the Minnesota Government Data Practices Act (the “MGDPA”), as contained in Minnesota Statutes Chapter 13, as amended. The Developer acknowledges that its entering into this Agreement and any data collected, created, received, maintained or disseminated by the HRA or any government entity in connection with this Agreement is subject to the MGDPA.

Section 8.30. Interpretation; Concurrence.

The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any Party and no interpretation shall be affected by which Party drafted any part of this Agreement. By executing this Agreement, the Parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement’s terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Section 8.31. Items Delegated to or the Responsibility of the Municipality.

The HRA is a separate legal entity from the Municipality and has no authority or ability to bind the Municipality. Any item herein that is the responsibility, obligation or otherwise related to the Municipality shall not be the responsibility, obligation or otherwise related to the HRA. The Developer shall look solely to the Municipality for the fulfillment of such the responsibility, obligation or matter.

Section 8.32. Recording.

The Plat shall be recorded prior to the recording of this Agreement or a memorandum of this Agreement. The RNDA shall be recorded after the Plat, followed by the Parkland Agreements, any Municipality required easements and any memorandum of this Agreement. The HRA shall have the right at its sole option, but shall not be required, to record a memorandum of this

Agreement with the Ramsey County Recorder or Registrar of Titles and the Developer consents to and agrees to join in and sign any such memorandum if requested by the HRA. The Developer shall not record this Agreement or a memorandum of this Agreement without the prior written consent of the HRA.

Section 8.33. Business Subsidy Agreement.

Minnesota Statute sections 116J.993 - .995 and City Council Resolution #99-742 state that a business receiving state or local government assistance, unless it is determined that an exception applies, must have a defined public purpose and recipients must set certain goals in connection with receiving the assistance. Businesses not meeting these conditions must repay the assistance at the terms described in a business subsidy agreement to be executed by the business and the government agency administering the assistance. Assistance includes a grant or loan of \$150,000 or more or tax increment financing unless an exception applies. The Parties have determined that a business subsidy agreement within the meaning of the Minnesota Business Subsidy Act, Minnesota Statutes sections 116J.993 through 116J.995 is not required in accordance with the exception contained in Minnesota Statutes section 116J.993, subdivision 3(17) because the Ramsey County Assessor's 2024 estimated valuation of the Development Property is \$20,402,500 and the Developer's investment in the purchase of the Development Property and in-site development costs (to-date) on the Development Property are in excess of 70% of that amount.

Section 8.34. Master Plan.

This Agreement does not amend, modify or supplement the Master Plan. In the event of any conflict between the terms of this Agreement and the Master Plan, the terms of this Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

DEVELOPER:

SNELLING-MIDWAY REDEVELOPMENT, LLC,
a Minnesota limited liability company

By: *William W. McGuire*

William W. McGuire (Jun 28, 2024 17:09 CDT)

Name: William W. McGuire

Title: Managing Member and Chief Manager


[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

AUTHORITY:

**HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
SAINT PAUL, MINNESOTA,**
a public body corporate and politic of the State
of Minnesota

By: *Rebecca Noecker*
Rebecca Noecker (Jun 28, 2024 17:30 CDT)
Its: Chair or Commissioner

By: *Nicolle Goodman*
Nicolle Goodman (Jun 28, 2024 17:08 CDT)
Its: Executive Director

By: 
Director, Office of Financial Services of the
City of Saint Paul

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

EXHIBIT A

Legal Description of Property in TIF District

<u>PID Number</u>	<u>Address</u>	<u>Approximate Legal Description</u>
34.29.23.32.0001	1578 University Ave W	Section 34, Town 29, Range 23, Subj to Avenues the W 270 Ft of N 260 Ft of SW 1/4 of Sec 34, Town 29, Range 23
34.29.23.32.0005	1544 University Ave W	Block 1, Lot 2, Midway Shopping Center Plat
34.29.23.32.0006	1532 University Ave W	Block 1, Lot 3, Midway Shopping Center Plat
34.29.23.32.0009	1570 University Ave W	Block 1, Lot 1 (Subject to Road), Midway Shopping Center Plat
34.29.23.32.0013	0 University Ave W	Block 1, Lot 1, MLS Soccer Redevelopment Plat
34.29.23.32.0014	0 University Ave W	Block 2, Lot 1, MLS Soccer Redevelopment Plat
34.29.23.32.0015	1460-1536 University Ave W	Block 2, Lot 2, MLS Soccer Redevelopment Plat
34.29.23.32.0016	0 Pascal St N	Block 3, Lot 3, MLS Soccer Redevelopment Plat
34.29.23.32.0017	0 Pascal St N	Block 3, Lot 1, MLS Soccer Redevelopment Plat
34.29.23.32.0018	0 Pascal St N	Block 3, Lot 2, MLS Soccer Redevelopment Plat
34.29.23.32.0019	0 University Ave W	Block 4, Lot 1, MLS Soccer Redevelopment Plat
34.29.23.32.0020	0 University Ave W	Outlot A, MLS Soccer Redevelopment Plat
34.29.23.32.0021	0 Pascal St N	Outlot B, MLS Soccer Redevelopment Plat
34.29.23.32.0022	0 University Ave W	Outlot C, MLS Soccer Redevelopment Plat
34.29.23.32.0023	400 Snelling Ave N	Section 34, Town 29, Range 23, Subj to Street and Hwy 392 and with easements in Doc 1356037 and excluding N 697.38 Ft of part S of University Avenue the W 820.35 Ft of Part of W 1/2 of SW 1/4 northernly of St. Anthony Avenue and east of Snelling Avenue

Including all interior and adjacent public streets and rights of way.

EXHIBIT B

Legal Description of Development Property

The property located in the City of Saint Paul, Ramsey County, Minnesota legally described as:

Lot 1, Block 1, Lot 2, Block 1, Lot 1, Block 2, Lot 1, Block 3, and Outlots A, B, C, D, E, F and G United Village Development, according to the recorded plat thereof.

Torrens Property

Including all interior and adjacent streets and rights of way.

EXHIBIT B-1

Legal Description of Midway Lot 5 Property

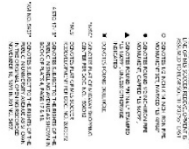
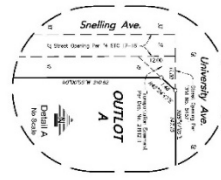
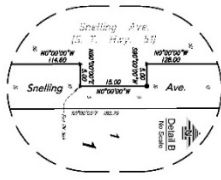
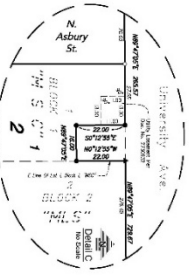
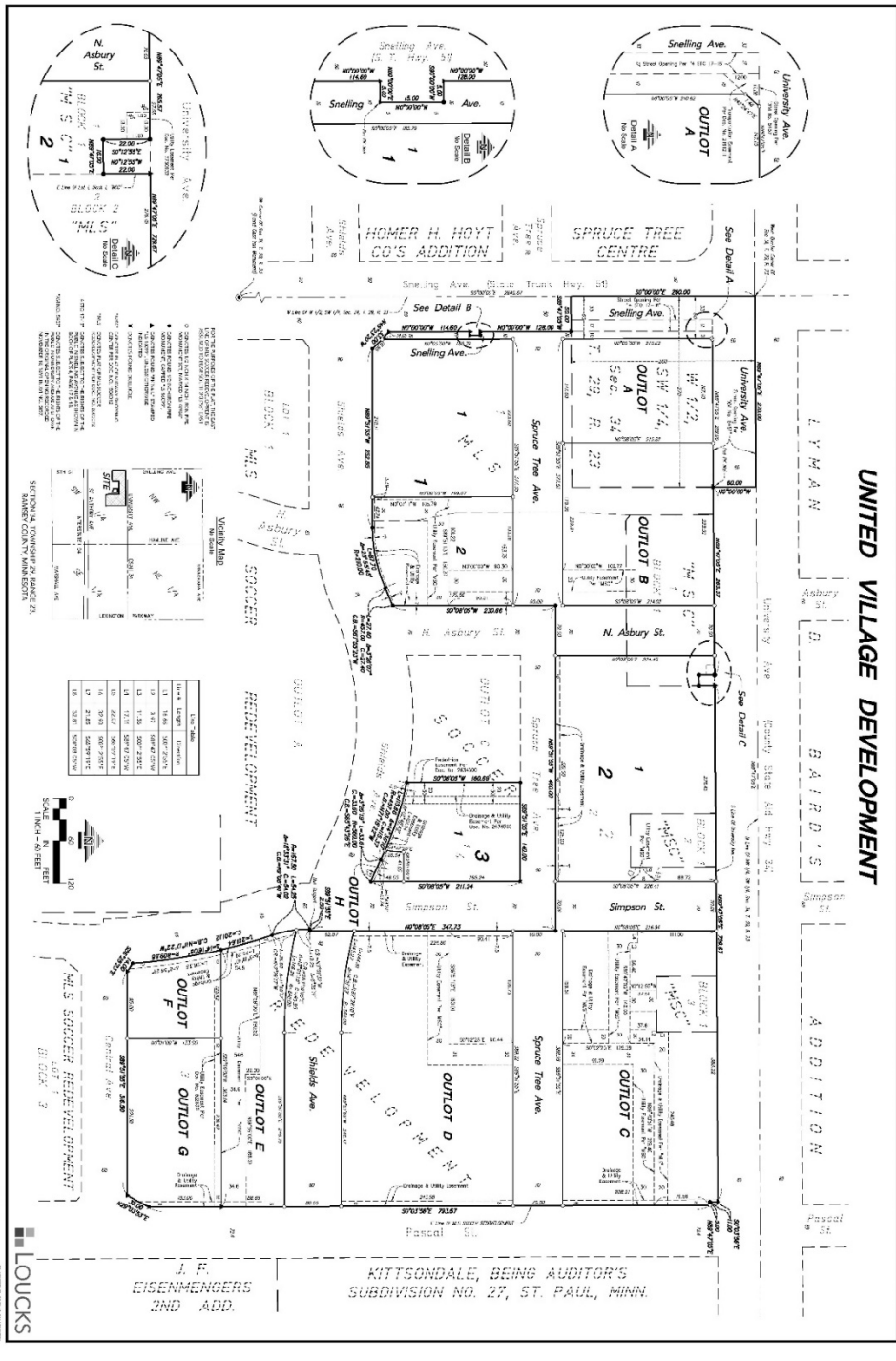
The property located in the City of Saint Paul, Ramsey County, Minnesota legally described as:

Outlots F and G, United Village Development, according to the recorded plat thereof.

Torrens Property

Including all interior and adjacent streets and rights of way.

UNITED VILLAGE DEVELOPMENT



LOT	AREA	AREA	AREA
1	1.16	1.16	1.16
2	1.16	1.16	1.16
3	1.16	1.16	1.16
4	1.16	1.16	1.16
5	1.16	1.16	1.16
6	1.16	1.16	1.16
7	1.16	1.16	1.16
8	1.16	1.16	1.16
9	1.16	1.16	1.16
10	1.16	1.16	1.16
11	1.16	1.16	1.16
12	1.16	1.16	1.16
13	1.16	1.16	1.16
14	1.16	1.16	1.16
15	1.16	1.16	1.16
16	1.16	1.16	1.16
17	1.16	1.16	1.16
18	1.16	1.16	1.16
19	1.16	1.16	1.16
20	1.16	1.16	1.16
21	1.16	1.16	1.16
22	1.16	1.16	1.16
23	1.16	1.16	1.16
24	1.16	1.16	1.16
25	1.16	1.16	1.16
26	1.16	1.16	1.16
27	1.16	1.16	1.16
28	1.16	1.16	1.16
29	1.16	1.16	1.16
30	1.16	1.16	1.16
31	1.16	1.16	1.16
32	1.16	1.16	1.16
33	1.16	1.16	1.16
34	1.16	1.16	1.16
35	1.16	1.16	1.16
36	1.16	1.16	1.16
37	1.16	1.16	1.16
38	1.16	1.16	1.16
39	1.16	1.16	1.16
40	1.16	1.16	1.16
41	1.16	1.16	1.16
42	1.16	1.16	1.16
43	1.16	1.16	1.16
44	1.16	1.16	1.16
45	1.16	1.16	1.16
46	1.16	1.16	1.16
47	1.16	1.16	1.16
48	1.16	1.16	1.16
49	1.16	1.16	1.16
50	1.16	1.16	1.16

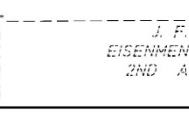
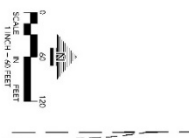


EXHIBIT B-3

Project Site Plan



**BLOCK
DIAGRAM**
06/16/2024

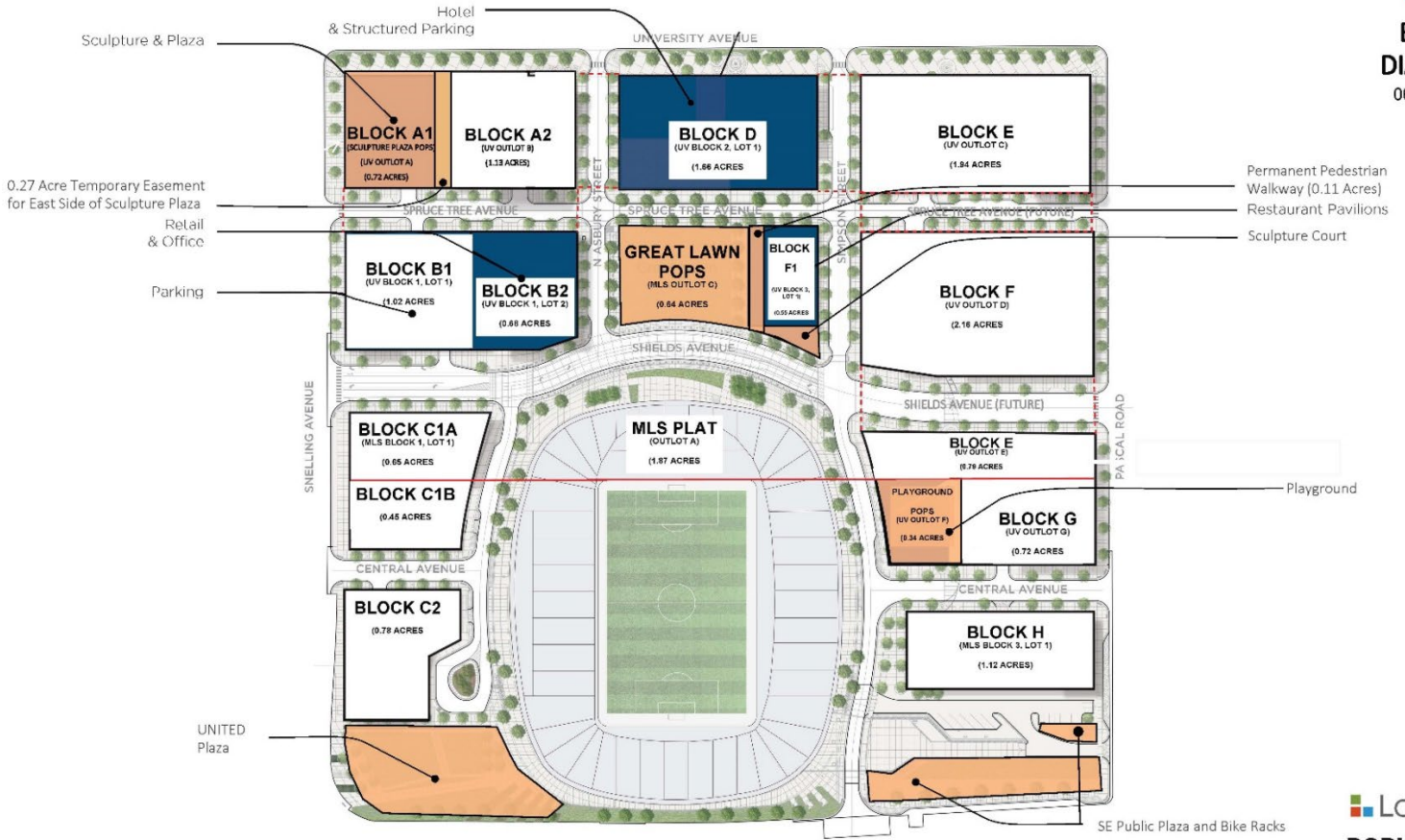


EXHIBIT C

[Intentionally Omitted]

EXHIBIT D

Total Development Costs and Sources of Revenue

SOURCES AND USES

Based on the United Village Conceptual Project Budget - Phase 1 included in this Exhibit D (the "Budget), the following is the anticipated sources and uses for the construction of the Project (excluding the POPS Parcels and the improvements thereon):

SOURCES*:	
Developer Equity – Land Cost	\$ 18,862,575
Developer Equity – Pre-Development Costs through 5.31.24	\$ 4,739,676
Developer Equity – Infrastructure (Site Infrastructure Cost <i>minus</i> Special Assessment Financing from the City)	\$ 5,303,427
Developer Cash	<u>\$ 31,404,140</u>
Total Developer Equity	\$ 60,309,818
Spending Plan TIF Loan (Forgivable)	\$ 4,000,000
Special Assessment Financing	\$ 3,300,000
Debt Financing	<u>\$ 90,464,726</u>
Total Debt	\$ 93,764,726
Total Sources	<u>\$158,074,544</u>
USES	
Total Hard Construction Costs	\$105,029,485
Total Soft Costs	\$ 9,994,880
Total FF&E	\$ 11,920,569
Total Pre-Development Costs	\$ 4,739,676
Total Land Cost	\$ 18,862,575
Total Developer Fee	<u>\$ 7,527,359</u>
Total Uses	<u>\$158,074,544</u>

* The Equity Sources take into account that the fact that the TIF Note does not provide any upfront cash to pay the uses shown above.

Exhibit D United Village Conceptual Project Budget - Phase 1

June 26, 2024

	Cost Estimate - Office (B2)	Cost Estimate - UG Parking (B2)	Cost Estimate - Office Surface Lot (B1)	Cost Estimate - Hotel (D)	Cost Estimate - Hotel (D) Parking Ramp	Cost Estimate - Pavilions (F1)	Total Concept Project Budget - Phase 1
CONSTRUCTION COSTS							
Construction- Labor & Materials Concept Estimate	\$ 25,924,843	\$ 2,536,104	\$ 1,229,299	\$ 35,709,322	\$ 12,858,270	\$ 6,674,492	\$ 84,932,330
Construction - Site Infrastructure	\$ 3,013,207			\$ 4,800,066		\$ 790,154	\$ 8,603,427
Contractor Insurance & Fees	\$ 3,240,605	\$ 279,694	\$ 159,809	\$ 4,642,212	\$ 1,671,575	\$ 867,684	\$ 10,861,579
Sub Total	\$ 32,178,655	\$ 2,815,798	\$ 1,389,108	\$ 45,151,600	\$ 14,529,845	\$ 8,332,330	\$ 104,397,335
SITE INVESTIGATIONS/PERMITS/APPLICATIONS							
AHJ Permits & Application Fees	\$ 117,451	\$ 14,079	\$ 10,418	\$ 121,055	\$ 72,649	\$ 37,711	\$ 373,363
Site Investigations/Special Inspections Testing	\$ 131,245	\$ 23,363	\$ 13,860	\$ 227,840	\$ 160,801	\$ 111,366	\$ 668,474
Sub Total	\$ 248,696	\$ 37,442	\$ 24,278	\$ 348,894	\$ 233,450	\$ 149,076	\$ 1,041,837
TOTAL HARD CONSTRUCTION COSTS							
	\$ 32,427,351	\$ 2,853,240	\$ 1,413,386	\$ 45,500,494	\$ 14,763,295	\$ 8,481,406	\$ 105,439,172
PROFESSIONAL FEES							
Architect/Engineer Fees	\$ 2,500,202	\$ 55,000	\$ 36,000	\$ 4,070,043	\$ 75,000	\$ 1,307,513	\$ 8,043,758
Consulting and Project Management Fees	\$ 232,207	\$ -	\$ -	\$ 1,527,964	\$ 25,000	\$ 165,951	\$ 1,951,122
TOTAL SOFT COSTS	\$ 2,732,409	\$ 55,000	\$ 36,000	\$ 5,598,007	\$ 100,000	\$ 1,473,464	\$ 9,994,880
FURNISHINGS, FIXTURES & EQUIPMENT							
Low Voltage/Technology/Security	\$ 2,308,475	\$ 100,000	\$ 40,000	\$ 2,043,380	\$ 156,440	\$ 604,445	\$ 5,252,739
Furniture & Fixtures (purchase & install)	\$ 625,000	\$ -	\$ -	\$ 4,035,153	\$ 65,000	\$ 678,796	\$ 5,403,949
Building Signage/Wayfinding(fab/install)	\$ 250,000	\$ 20,780	\$ 8,100	\$ 325,000	\$ 45,000	\$ 110,000	\$ 758,880
Misc Equipment	\$ 35,000	\$ -	\$ -	\$ 225,000	\$ 45,000	\$ 200,000	\$ 505,000
TOTAL FF&E COSTS	\$ 3,218,475	\$ 120,780	\$ 48,100	\$ 6,628,533	\$ 311,440	\$ 1,593,240	\$ 11,920,569
PRE-DEVELOPMENT/DEVELOPMENT FEES/LAND COSTS							
Land Cost (\$110.92/SF)	\$ 6,285,344		\$ 275,313	\$ 7,928,011	\$ 2,875,733	\$ 1,498,174	\$ 18,862,575
Pre-Development Cost	\$ 1,429,729	\$ 138,687	\$ 68,700	\$ 1,978,320	\$ 717,598	\$ 373,848	\$ 4,706,882
Specific Pre-Development Cost	\$ 3,341			\$ 25,000		\$ 4,453	\$ 32,794
Development Fees (5%)	\$ 2,154,172	\$ 158,385	\$ 92,075	\$ 3,142,915	\$ 938,403	\$ 631,722	\$ 7,117,672
TOTAL PRE-DEVELOPMENT/ DEVELOPMENT FEES/LAND COSTS	\$ 9,872,586	\$ 297,072	\$ 436,088	\$ 13,074,246	\$ 4,531,734	\$ 2,508,197	\$ 30,719,923
TOTAL PHASE 1 CONCEPTUAL PROJECT BUDGET							
	\$ 48,250,821	\$ 3,326,092	\$ 1,933,574	\$ 70,801,280	\$ 19,706,470	\$ 14,056,307	\$ 158,074,544

Predevelopment costs that are not specific to a Vertical Element and infrastructure costs are allocated among the Vertical Elements as follows: Office – 34%; Hotel – 57%; and Restaurant Pavilion 9%. Predevelopment costs specific to a Vertical Element (and in the case of the Office, to the surface parking area) are allocated 100% they are such Vertical Element.

EXHIBIT D-1

Public Infrastructure Budget

Exhibit D-1 United Village Conceptual Infrastructure Budget	
June 28, 2024	
	Cost Estimate - Site Infrastructure
CONSTRUCTION COSTS	
Construction- Labor & Materials Concept Estimate	\$ 6,656,259
Contractor Insurance & Fees	\$ 874,520
Sub Total	\$ 7,530,779
SITE INVESTIGATIONS/PERMITS/APPLICATIONS	
AHJ Permits & Application Fees	\$ 56,969
Site Investigations/Special Inspections Testing	\$ 132,174
Sub Total	\$ 189,143
TOTAL HARD CONSTRUCTION COSTS	\$ 7,719,922
PROFESSIONAL FEES	
Architect/Engineer Fees	\$ 731,024
Consulting and Project Management Fees	\$ 152,481
TOTAL SOFT COSTS	\$ 883,505
DEVELOPMENT/LAND COSTS	
Pre-development Cost (Not applicable, see Exhibit D)	\$ -
Land Cost (Not applicable see Exhibit D)	\$ -
TOTAL DEVELOPMENT/LAND COSTS	\$ -
TOTAL ESTIMATED INFRASTRUCTURE BUDGET	\$ 8,603,427

EXHIBIT E

Project Schedule

Exhibit E - Project Schedule																
6/16/2024	2024				2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Design Phase																
Sculpture Plaza & Playground Design - Complete																
Office B2 & Parking B1 Design																
Restaurant Pavilions F Design																
Hotel & Parking Structure D Design																
Site Plan Approval (Playground/Sculpture Plaza)																
Building Permit Submission/Approval (Office/Pavilions/Hotel)																
Construction Phase																
Environmental Clean Up																
Sculpture A/Playground G																
Site Infrastructure																
McDonald's Demolition																
Restaurant Pavilions F																
Office B2 & Parking B1																
Hotel & Parking Structure D																

EXHIBIT F

Spending Plan TIF Disbursement Request Form

DISBURSEMENT REQUEST

Housing and Redevelopment Authority of the City of Saint Paul, Minnesota
25 West Fourth Street, Suite 1300
St. Paul, MN 55102
Attn.: Executive Director of HRA

Project: United Village Phase I
Draw No. _____

Date: _____

Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”), pursuant to Article 5 of that certain Development Agreement, dated as of June 28, 2024 by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“HRA”), and the Developer, hereby requests a disbursement of Spending Plan TIF Loan proceeds (a “Draw”) for payment of the expenses listed on the attached Expense Listing. All capitalized terms used herein shall have the meanings ascribed to such terms as set forth in the Development Agreement.

1. The total amount to be disbursed for this Draw is \$_____.
2. After payment of this Draw, the remaining undisbursed balance of the Spending Plan TIF Loan is \$_____.
3. In connection with this Draw, the undersigned hereby represents as follows:
 - a. Each obligation listed in the attached Expense Listing has been incurred and is a Spending Plan TIF Eligible Cost related to the Office Building or the Restaurant Pavilion,
 - b. No license or permit necessary for construction of the Office Building or the Restaurant Pavilion previously issued has been revoked or the issuance thereof subjected to challenge before any court or other Governmental Authority having or asserting jurisdiction thereover; and
 - c. No Event of Default has occurred and is continuing beyond the expiration of any applicable notice, cure or grace period under the Development Agreement.
4. Attached to this Disbursement Request are the following:

- a. A copy of the written lien waiver from each contractor for work done and materials supplied by it which are to be paid from this Draw or have been paid by the Developer or the Developing Entity and are to be reimbursed from this Draw.
- b. Evidence satisfactory to the HRA that the Office Building or the Restaurant Pavilion, as the case may be, for which this Disbursement Request is made is being constructed in accordance with the approved Construction Plans.
- c. A statement of the Developer that an Event of Default has not occurred and is continuing.
- d. Invoices or cancelled checks evidencing expenditures for Spending Plan TIF Eligible Costs up to the maximum amount of \$4,000,000.00 actually incurred and paid and which have not been previously paid or reimbursed with the proceeds of other financing obtained by the Developer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Developer has executed this Disbursement Request as of the date set forth above.

DEVELOPER:

SNELLING-MIDWAY REDEVELOPMENT, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Title: _____

APPROVED:

Housing and Redevelopment Authority of the City
of Saint Paul, Minnesota

By: _____

Its: _____

FORM OF EXPENSE LISTING


 SAINT PAUL MINNESOTA		City of Saint Paul CERTIFICATION FOR CONTRACT PAYMENT			INVOICE#
PROJECT:			FROM PERIOD:		
CONTRACTOR:			TO PERIOD:		
Address:			INVOICE DATE:		
Address:					
Project Manager	Project No.	Bid No.	Contract No.	Contract Expiration	Purchase Order No.
State Aid Project No.	State Aid Project No.	State Project No.	State Project No.	Activity No.	
Change Orders					
		1. Original Contract Amount.....	\$	-	
		2. Change Orders Approved to Date.....	\$	-	
No. 1	\$ -	3. Current Contract Amount	\$	-	
No. 2	\$ -	4. Total Amount (Previous Applications).....	\$	-	
No. 3	\$ -	5. Total Amount Completed this Period.....	\$	-	
No. 4	\$ -	6. Total Amount Completed to Date	\$	-	
No. 5	\$ -	7. Materials on Hand.....	\$	-	
No. 6	\$ -	8. Total Amount Owed this Period before Retainage.....	\$	-	
No. 7	\$ -	9. Retainage Percentage.....		(Contact Retainage Percentage Here)	
No. 8	\$ -	10. Retainage this Period.....	\$	-	
No. 9	\$ -	11. Less Retainage to Date.....	\$	-	
No. 10	\$ -	12. Amount Owed this Period¹	\$	-	
*Total	\$ -	13. Contract Balance including Retainage	\$	-	
Project Manager's Certification of Work		Contractor's Satisfaction of Claims			
I hereby certify that the above work has been completed in accordance with Contract Plans and Specifications:		***This section must be notarized by Contractor***			
		I, (Name), am the (Title) of (Contractors Name), am an authorized agent of the business and certifies that the work covered by this Certification for Contract Payment has been completed in line with the contract. The "Amount Owed this Period" is now due.			
Project Manager Approval		Contractor Approval		Notary Signature	
Date		Date			
<i>To Period</i> is the pay estimate invoice date for completed work up to that date.					
Do not change cells highlighted in yellow		Revised on 3/30/2023			III-26
¹ If amount paid by the City/HRA is less than the total in line 12., City/HRA payment amount:				\$	

EXHIBIT G

Form of Spending Plan TIF Guaranty

GUARANTY OF REPAYMENT

SNELLING-MIDWAY REDEVELOPMENT, LLC

THIS GUARANTY OF REPAYMENT is made effective as of _____, 2024 (the “Effective Date”) by William W. McGuire, a Minnesota resident (“Guarantor”) in favor of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic (the “HRA”)

A. Pursuant to the terms of a Development Agreement dated as of even date herewith (together with any amendment or modification thereto, the “Development Agreement”) by and between Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (“Borrower”), and the HRA, the HRA has agreed to make a loan to Borrower in the original principal amount of Four Million and no/100 Dollars (\$4,000,000.00) (the “Loan”) or so much as advanced under Article 5 of the Development Agreement. The Loan is evidenced by the Spending Plan TIF Promissory Note from Borrower to the HRA dated as of even date herewith (the “Note”).

B. As a condition of making the Loan to Borrower, the HRA requires that Guarantor execute this Guaranty.

C. Guarantor will derive a material benefit from the HRA making the Loan to Borrower.

D. This Guaranty is the “Spending Plan TIF Guaranty” referred to in the Development Agreement.

NOW, THEREFORE, in consideration of the recitals, the truth and correctness of which are hereby confirmed by Guarantor, of the making of the Loan, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants and agrees with the HRA as follows:

1. The following definitions apply to this Guaranty:

“Termination Date” means the date that the Loan is forgiven by the HRA pursuant to Section 5.4(e) of the Development Agreement or, if required under Section 5.4(f) of the Development Agreement, any repayment of the Loan is made.

Unless the context otherwise requires, any capitalized term used in this Guaranty and not defined herein shall have the meaning set forth in the Development Agreement.

2. The Guarantor hereby absolutely and unconditionally guarantees to the HRA the payment and performance of Borrower’s payment obligations under the Note (the “Indebtedness”).

3. This Guaranty is a guarantee of payment. This Guaranty is an absolute, irrevocable, present and continuing obligation, and shall be in full force and effect until the Termination Date. Prior action against Borrower or any other guarantor shall not be a prerequisite to the HRA's right to proceed hereunder against Guarantor. Whenever the HRA shall employ attorneys or incur other expenses for the collection of payments due or to become due for the enforcement of this Guaranty, Guarantor agrees that it shall, on demand therefor, pay to the HRA the reasonable fees of such attorneys and such other expenses so incurred by the HRA to secure payment of any amount owing under the Note from the Guarantor.
4. The obligations of Guarantor hereunder shall not be released by any action which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment in full of the Indebtedness. No notice of any renewal or extension of the Indebtedness need be given to Guarantor. This Guaranty shall constitute the direct and primary obligations of Guarantor, and the obligations of Guarantor hereunder are irrevocable.
5. Notwithstanding anything to the contrary in this Guaranty or the other documents evidencing or securing the Loan, the HRA may proceed to enforce this Guaranty against Guarantor from time to time, but the total recovery under this Guaranty from Guarantor shall not exceed the Indebtedness due and owing to the HRA under the Note (the "Guaranteed Amount"). This Guaranty shall terminate upon the Termination Date.
6. The Guarantor agrees that possession of this Guaranty by the HRA shall be conclusive evidence of due delivery of this Guaranty by it. So long as any portion of the Indebtedness is owing by Borrower to the HRA, Guarantor, without the HRA's written consent, will not collect from Borrower the claim, if any (by subrogation or otherwise), acquired through payment of a part of the Indebtedness evidenced by the Note. By execution of this Guaranty, Guarantor represents to the HRA that it has received a full, fair and equivalent consideration for the execution of this Guaranty.
7. Any and all payments made by Guarantor shall be applied by the HRA to the Indebtedness then due and owing to the HRA.
8. Guarantor hereby represents and warrants to and covenants with the HRA that:
 - A. Borrower's Financial Conditions. Guarantor is familiar with the financial condition of Borrower and with all other facts and circumstances which a diligent inquiry would reveal and which would bear upon the risk of nonpayment or nonperformance of the Indebtedness, and Guarantor has executed and delivered this Guaranty based on Guarantor's own judgment and not in reliance upon any statement or representation of the HRA. The HRA shall have no obligation to provide Guarantor with any advice or information whatsoever or to inform Guarantor at any time of the HRA's actions, evaluations or conclusions on the financial condition of or any other matter concerning Borrower.

- B. Organization, Standing, etc. Guarantor is a Minnesota resident with all requisite power and authority to own his properties, to enter into this Guaranty and to perform his obligations hereunder. This Guaranty, when executed and delivered, will be the legal and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms. The execution, delivery and performance of this Guaranty will not violate any law, statute, ordinance, code or governmental rule or regulation applicable to Guarantor, and will not violate or cause a default under, or permit acceleration of, any agreement to which Guarantor is a party or by which it or any of its properties or assets is bound.
- C. Litigation. There are no actions, suits or proceedings pending or, to the knowledge of Guarantor, threatened in writing against or affecting Guarantor which, if determined adversely to Guarantor, would have a material adverse effect on the condition of Guarantor or on the ability of Guarantor to perform his obligations under this Guaranty. Guarantor has not received any written notice that it is in violation of any law, statute, ordinance, code or governmental rule or regulation applicable to Guarantor where such violation could reasonably be expected to impose a material liability on Guarantor; no unsatisfied judgments have been entered against Guarantor; and no unsatisfied liens have been filed against Guarantor.
9. The liabilities and obligations of Guarantor under this Guaranty shall not be impaired or affected by the institution by or against Borrower or any other Person of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors. Any discharge of any of the Indebtedness pursuant to any such bankruptcy or similar law or other law shall not diminish, discharge or otherwise affect in any way the obligations of Guarantor under this Guaranty, and upon the institution of any of the above actions, such obligations shall be enforceable against Guarantor.
10. The liabilities of Guarantor shall not be affected by any failure, delay, neglect or omission on the part of the HRA to realize upon any of the obligations of Borrower to the HRA, or upon any collateral or security for any of the Indebtedness, nor by the taking by the HRA of (or its failure to take) any other guaranty or guaranties to secure the Indebtedness, nor by the taking by the HRA of (or its failure to take or its failure to perfect its security interest in or other lien on) collateral or security of any kind. Possession of this Guaranty by the HRA shall be conclusive evidence of due delivery hereof by Guarantor and acceptance hereof by the HRA. This Guaranty shall continue in full force and effect until the Termination Date, notwithstanding (a) the release of Borrower or any extension of time to Borrower, (b) the release of or any extension of time to any other guarantor of the Indebtedness or any part thereof, and/or (c) the making of any other loans by the HRA to Borrower.

11. Guarantor hereby waives any and all right to cause a marshalling of the assets of Borrower or any other action by any court or other governmental body with respect thereto or to cause the HRA to proceed against any security for the Indebtedness or any other recourse which the HRA may have and waives any requirement that the HRA institute any action or proceeding at law or in equity, or obtain any judgment, against Borrower or any other Person, or with respect to any collateral or security for the Indebtedness, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, Guarantor upon this Guaranty. Time is of the essence with respect to Guarantor's obligations under this Guaranty. If any remedy or right hereby granted shall be found to be unenforceable, such unenforceability shall not limit or prevent enforcement of any other remedy or right hereby granted. Any and all payments upon such Indebtedness made by Borrower or by Guarantor, or by any other Person, and/or the proceeds of any or all collateral or security for any such Indebtedness may be applied by the HRA upon such of the items of such Indebtedness as it may determine, whether the same shall be due or not.
12. The HRA may, at any time and from time to time, with the consent of Borrower, but without the consent of or notice to Guarantor, and without incurring responsibility or liability to Guarantor, or impairing or releasing the obligations of Guarantor hereunder, change the manner, place, or terms of performance or payment or renew, replace, extend, or otherwise modify the Note.
13. This Guaranty shall be binding upon Guarantor and upon its successors, and assigns, and shall inure to the benefit of HRA and its successors and assigns. This Guaranty may be assigned by the HRA to any holder of the Note.
14. All remedies afforded to the HRA by this Guaranty are separate and cumulative remedies, and no one of such remedies, whether or not exercised by the HRA, shall limit any of the other remedies available to the HRA hereunder, under the Note, at law, in equity by statute or otherwise, and shall in no way limit or prejudice any other remedy which the HRA may have. Mere delay or failure to act shall not preclude the exercise or enforcement of any such rights and remedies available to the HRA.
15. The acceptance of this Guaranty by the HRA is not intended to and does not release any liability previously existing of any guarantor or surety of any Indebtedness or liability of Borrower to the HRA.
16. This Guaranty shall be construed in accordance with the Laws of the State of Minnesota.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty of Repayment as of the Effective Date.

GUARANTOR:

William W. McGuire

(Signature Page to Guaranty – United Village Phase I Project)

EXHIBIT H

Form of Spending Plan TIF Promissory Note

SPENDING PLAN TIF PROMISSORY NOTE

Effective Date: _____

Amount: \$ _____

Project: United Village Phase I

FOR VALUE RECEIVED, SNELLING-MIDWAY REDEVELOPMENT, LLC, a Minnesota limited liability company (“Borrower”), promises to pay to the order of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic (the “HRA”), the principal sum of Four Million and no/100 Dollars (\$4,000,000.00) (the “Spending Plan TIF Loan”) or so much as advanced under Article 5 of that certain Development Agreement dated of even date herewith (together with any amendment or modification thereto, the “Development Agreement”) by and between Borrower and the HRA.

The Spending Plan TIF Loan shall be used to finance certain acquisition and development costs for the Project described in the Development Agreement, the terms and conditions of which are incorporated herein. Unless the context otherwise requires, any capitalized term used in this Note shall have the meaning set forth in the Development Agreement.

1. This Spending Plan TIF Promissory Note (this “Promissory Note”) is the “Spending Plan TIF Promissory Note” referred to in the Development Agreement and is subject to the additional terms and conditions set forth in the Development Agreement.

2. The Spending Plan TIF Loan shall be disbursed pursuant to Section 5.4 of the Development Agreement.

3. The Spending Plan TIF Loan shall be forgiven by the HRA and shall be cancelled and terminated upon the HRA’s receipt of items set forth in Section 5.4(e) of the Development Agreement.

4. In the event Borrower has not satisfied the requirements set forth in Section 5.4(e) of the Development Agreement on or before Spending Plan TIF Loan Maturity Date, Borrower shall make any required repayment of the Loan as set forth in Section 5.4(f) of the Development Agreement.

5. This Note is secured by a Guaranty of Repayment dated of even date herewith (the “Spending Plan TIF Guaranty”) executed by William W. McGuire (“Guarantor”) and reference is made to the Spending Plan TIF Guaranty for additional rights and remedies of HRA.

6. Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

7. This Promissory Note may not be modified orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought, and is made with reference to and is to be construed in accordance with the laws of the State of Minnesota.

8. If the undersigned shall default in the repayment of this Promissory Note, the undersigned agrees to pay all costs of collection incurred by the HRA including without limitation reasonable attorney's fees and costs.

9. The remedies of the HRA as provided herein, by law and in the Spending Plan TIF Guaranty and the Development Agreement are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the HRA, and may be exercised as often as occasion therefore shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Any waiver must be in writing to be effective.

10. The HRA shall not be deemed, by any act or omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the HRA and then only to the extent specifically set forth in writing. A waiver with reference to one event shall not be construed as a bar to or waiver of any right or remedy as to a subsequent event.

11. This Promissory Note is made with reference to and is to be construed in accordance with the laws of the State of Minnesota.

THIS PROMISSORY NOTE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF. WHENEVER POSSIBLE, EACH PROVISION OF THIS PROMISSORY NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS PROMISSORY NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE EFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS PROMISSORY NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF THE HRA, THIS PROMISSORY NOTE MAY BE ENFORCED IN ANY FEDERAL OR STATE COURT SITTING IN RAMSEY COUNTY, MINNESOTA; AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, THE HRA AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

IN WITNESS WHEREOF, this Promissory Note has been duly executed by the undersigned as of the Effective Date.

BORROWER:

SNELLING-MIDWAY REDEVELOPMENT, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Title: _____

(Signature Page to Spending Plan TIF Note - United Village Phase I Project)

EXHIBIT I

Form of TIF Note

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

TAXABLE TAX INCREMENT REVENUE NOTE
(United Village Phase I Project)

Interest Rate
4%

Issue Date

Principal Amount
\$ _____

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “HRA”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company, or its registered assigns (the “Registered Owner”), the principal sum of _____ and No/100 Dollars (\$ _____), or so much thereof as has been advanced and remains unpaid, but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

This Note is issued pursuant to that certain Development Agreement, dated as of June 28, 2024, as the same may be amended from time to time (together with any amendment or modification thereto, the “Development Agreement”), by and between the HRA and Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”). This Note is subject to the But-For TIF Requirement and the lookback provisions contained in the Development Agreement, both of which could reduce the principal amount of this Note and the Pledged Tax Increments. Unless otherwise defined herein or unless the context requires otherwise, undefined terms used herein shall have the meanings set forth in the Development Agreement.

The outstanding and unpaid principal amount of this Note shall bear simple, non-compounding interest from the Issue Date, at the rate of 4% per annum, except that no interest shall accrue on the TIF Note (i) before the HRA has issued its Final Certificate of Completion, (ii) during any period that there is an Event of Default by the Developer under the Development Agreement and such Event of Default is continuing and the HRA has exercised its remedy under the Development Agreement to suspend payment on the TIF Note, (ii) or during any other period that payments thereon have been suspended as provided in the Development Agreement. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Any interest which accrues and which is unpaid shall be carried forward, without interest, and shall be paid on the next Payment Date if and to the extent Pledged Tax Increments are sufficient.

The amounts due under this Note shall be payable solely from Pledged Tax Increments (as defined below) on the first March 1 or September 1 following the date the HRA issues the Final Certificate of Completion (the "First Payment Date") and on each March 1 and September 1 thereafter to and including the earlier of (i) the date on which the entire principal of and accrued interest on this Note has been paid in full; or (ii) the March 1 following the date the TIF District is terminated in accordance with Minnesota Statutes sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act"); or (iii) any earlier date the Development Agreement or this Note is cancelled in accordance with the terms of the Development Agreement or deemed paid in full (the "Final Payment Date") or, if the first should not be a Business Day (as defined in the Development Agreement) the next succeeding Business Day (collectively, the "Payment Dates"). On each Payment Date, the HRA shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day preceding such Payment Date the Pledged Tax Increments received by the HRA during the six-month period preceding such Payment Date. All payments made by the HRA under this Note shall be applied first to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest.

The Payment Amounts due hereon shall be payable solely from the Pledged Tax Increments. This Note shall terminate and be of no further force and effect following the Final Payment Date defined above, or any date upon which the HRA shall have terminated the Development Agreement or on the date that all principal and interest payable hereunder shall have been or deemed paid in full, whichever occurs earliest. This Note may be prepaid in whole or in part at any time without penalty.

The HRA makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the HRA and some of those factors are listed on the attached Exhibit 1. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the HRA under this Note are subject to these and other factors.

The HRA's payment obligations hereunder shall be further subject to the conditions that (i) no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the Development Agreement shall not have been terminated, and (iii) all conditions set forth in the Development Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated and said Event of Default shall thereafter have been cured in accordance with the Development Agreement. If pursuant to the occurrence of an Event of Default under the Development Agreement, the HRA elects in accordance with the Development Agreement to cancel and rescind the Development Agreement or this Note, the HRA shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement for a fuller statement of the rights and obligations of the HRA to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE HRA AND IS PAYABLE BY THE HRA ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY OF SAINT PAUL, MINNESOTA (THE “CITY”), AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE HRA OR THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE HRA OR THE CITY, SAVE AND EXCEPT THE ABOVE REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE HRA’S OBLIGATIONS HEREUNDER.

The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the HRA, the City or of any other public body, and neither the HRA, the City nor any Person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

This Note is issued by the HRA in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only as provided in the Development Agreement and with the assignee, as applicable, executing and delivering to the HRA the Acknowledgment Regarding TIF Note in the form included in Exhibit 2. Additionally, except as otherwise consented to by the HRA in its reasonable discretion, in order to assign the Note, the assignee shall surrender the same to the HRA either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the HRA. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the HRA outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the HRA to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, by its Board of Commissioners, has caused this Note to be executed by the manual signatures of the Chair or Commissioner, Executive Director, and by the Director, Office of Financial Services of the City and has caused this Note to be issued on and dated as of the date first written above.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA,**
a public body corporate and politic of the State
of Minnesota

By: _____
Its: Chair or Commissioner

By: _____
Its: Executive Director

By: _____
Director, Office of Financial Services of the City

Approved as to form
Assistant City Attorney

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF AUTHORITY EXECUTIVE DIRECTOR</u>
Snelling-Midway Redevelopment, LLC 730 Second Avenue South, Suite 1450 Minneapolis, MN 55402		

**Exhibit 1
to TIF Note**

RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the HRA include but are not limited to the following:

1. Value of Improvements. If the improvements constructed in the tax increment financing district (the “Improvements”) are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Ramsey County to the other taxing jurisdictions and such amount is not available to the HRA as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Ramsey County’s Sharing Factor. In determining the amount of tax increment generated by the development property, Ramsey County uses a Sharing Factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district.

11. Multi-Parcel District. The tax increment financing district includes property other than the Development Property (as defined in the Development Agreement). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

**Exhibit 2
to TIF Note**

ACKNOWLEDGMENT REGARDING TIF NOTE

Dated _____, 20__

The undersigned, _____, a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit of] Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”), [secured in part by] the Taxable Tax Increment Revenue Note (United Village Phase I Project), a pay-as-you-go tax increment revenue note in the original principal amount of [\$ _____] [dated _____, 20__ of]/[to be issued by] the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “HRA”), a copy of which is attached hereto (“Note”).

B. The Note Holder has had the opportunity to ask questions of and receive from the Developer all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the HRA or information provided by the HRA.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for investment and for its own account, and without any view to resale or other distribution.

2. The Note Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of [receiving and holding]/[acquiring an interest in] the Note [as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the HRA. The Note Holder acknowledges that the HRA has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if

the Note had ceased to be an obligation of the HRA. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City of Saint Paul, Minnesota (the “City”), the HRA, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the HRA, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity.” There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the current local tax rate is higher than the original local tax rate, then the “excess” or difference that comes about after applying the lower original local tax rate instead of the current local tax rate is considered “excess” tax increment and is distributed by Ramsey County to the other taxing jurisdictions and such amount is not available to the HRA as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Ramsey County’s Sharing Factor. In determining the amount of tax increment generated by the development property, Ramsey County uses a sharing factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district. The Note Holder understands and acknowledges that the tax increment financing district contains one or more separately owned tax parcels which may impact the amount of tax increment the Note Holder receives under the Note.

11. Multi-Parcel District. The tax increment financing district includes property that is not owned by the Developer. If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

F. The Note Holder acknowledges that the Note was issued as part of a development agreement between the HRA and the Developer dated June 28, 2024 (“Development Agreement”), and that the HRA has the right to suspend payments under this Note or terminate the Note upon an Event of Default under the Development Agreement.

G. The Note Holder acknowledges that the HRA makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

Dated as of the date first written above.

Note Holder:

By _____
Name: _____

Its _____

EXHIBIT I-1

Pro Forma Financial Information

See attached.



City of St. Paul
United Village Office
 100,788 Sq. Ft.

SOURCES			
	Amount	Pct.	Total
Developer Financing - Series A	30,899,828	57.75%	60.00%
Developer Financing - City Infrastructure Funding	1,206,465	2.25%	
Developer Equity - Land - Office Building	6,285,344	11.75%	40.00%
Developer Equity - Land - Surface Parking	275,313		
Developer Equity - Predevelopment Costs	1,640,458	3.07%	
Developer Equity - Cash	13,203,081	24.67%	
TOTAL SOURCES	53,510,487	100.00%	

USES				
	Land sq. ft.	Amount	% of Cost	Per Sq/Ft
ACQUISITION COSTS		6,560,656	12.26%	88.60
Land - Office Building	74,052	6,285,344	11.75%	88.60
Land - Surface Parking	44,431.20	275,313	0.51%	
CONSTRUCTION COSTS		36,693,977	68.57%	364.07
Building/Office		29,414,144	54.97%	291.84
Underground Parking		2,853,240	5.33%	28.31
Surface Parking		1,413,386	2.64%	14.02
Infrastructure (Hard & Soft)		3,013,207	5.63%	29.90
Tenant Improvements			0.00%	0.00
Builder's Risk			0.00%	0.00
Contractors Fee			0.00%	0.00
General Requirements			0.00%	0.00
Insurance			0.00%	0.00
Park Dedication			0.00%	0.00
Permits			0.00%	0.00
SAC/WAC/Met C SAC/UAC			0.00%	0.00
Contingency			0.00%	0.00
PROFESSIONAL SERVICES		7,851,222	14.67%	77.90
Appraisals			0.00%	0.00
Architectural, Engineering & Professional Fees			0.00%	0.00
City Fees			0.00%	0.00
Cost Certification			0.00%	0.00
Environmental			0.00%	0.00
FF&E - Office		3,218,475	6.01%	31.93
FF & E - Underground Parking		120,780	0.23%	1.20
FF&E - Surface Parking		48,100	0.09%	0.48
Leasing Fees			0.00%	0.00
Legal - Development			0.00%	0.00
Market Research			0.00%	0.00
Marketing			0.00%	0.00
Predevelopment Costs		1,640,458	3.07%	16.28
Site			0.00%	0.00
Soils			0.00%	0.00
Survey			0.00%	0.00
Soft Cost - Office Building		2,732,409	5.11%	27.11
Soft Cost - Underground Parking		55,000	0.43%	0.55
Soft Cost - Surface Parking		36,000	0.72%	0.36
FINANCING COSTS		0	0.00%	0.00
Construction Period Interest			0.00%	0.00
Debt Service Reserve			0.00%	0.00
Escrows			0.00%	0.00
Financing Fee			0.00%	0.00
Issuance Fee			0.00%	0.00
Lender Legal			0.00%	0.00
Mortgage Registration Tax			0.00%	0.00
Misc COI			0.00%	0.00
Title Insurance			0.00%	0.00
Title/Recording/Mortgage Registration Tax			0.00%	0.00
Loan Fees			0.00%	0.00
Accrued Expenses			0.00%	0.00
Real Estate Taxes			0.00%	0.00
PROJECT MANAGEMENT		2,404,632	4.49%	23.86
Developer Fee		2,404,632	4.49%	23.86
CASH ACCOUNTS		0	0.00%	0.00
Imputed Expenses			0.00%	0.00
Working Cap			0.00%	0.00
TOTAL USES		53,510,487		530.92

TIF Eligible Costs
4,266,626

Note: Predevelopment costs that are not specific to a Vertical Element and infrastructure costs are allocated among the Vertical Elements as follows: Office – 34%; Hotel – 57%; and Restaurant Pavilion 9%. Predevelopment costs specific to a Vertical Element (and in the case of the Office, to the surface parking area) are allocated 100% they are such Vertical Element.

City of St. Paul
United Village Office
 100,788 Sq. Ft.



Income			
Rent	Rent Per Sq. Ft.	Annual Revenue	Bldg Sq. Ft
Office	\$30	\$2,435,040	81,168
Retail B2	\$50	\$981,000	19,620
Parking Underground (monthly rate)	\$250	\$135,000	45
Gross Revenue		\$3,551,040	100,788
Vacancy Loss	5.00%	(\$177,552)	
Expense on Commercial Vacancy (CAM & Taxes)	3.00%	(\$30,236)	
Effective Gross Income		\$3,343,252	



**City of St. Paul
United Village Office
100,788 Sq. Ft.**

10-year operating Proforma

ASSUMPTIONS	Stabilized Year									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Revenue Inflation (3%)	108.72%	114.75%	118.19%	121.74%	125.39%	129.15%	133.03%	137.02%	141.13%	145.36%
Parking Expense	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%
Occupancy Rate Office	60.00%	80.00%	90.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%
Occupancy Rate Retail	60.00%	80.00%	90.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%
Occupancy Rate Restaurant	80.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%
Occupancy Rate Parking	50.00%	75.00%	90.00%	95.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Income										
Office										
Retail B2	1,588,425	2,235,406	2,590,276	2,816,206	2,900,692	2,987,713	3,077,344	3,169,665	3,264,755	3,362,697
Parking Underground (monthly rate)	639,926	900,574	1,043,540	1,134,560	1,168,596	1,203,654	1,239,764	1,276,957	1,315,266	1,354,724
Less: Expense on Vacancy - Office	73,386	116,186	143,606	156,132	169,280	174,358	179,589	184,977	190,526	196,242
Less: Expense on Vacancy - Retail B2	-352,983	-186,284	-95,936	-49,407	-50,889	-52,416	-53,988	-55,608	-57,276	-58,995
Less: Expense on Vacancy - Parking	-85,323	-45,029	-23,190	-11,943	-12,301	-12,670	-13,050	-13,442	-13,845	-14,260
	-29,354	-46,475	-57,443	-62,453	-67,712	-69,743	-71,836	-73,991	-76,210	-78,497
Total Commercial Income	1,834,076	2,974,379	3,600,854	3,983,095	4,107,666	4,230,896	4,357,823	4,488,558	4,623,215	4,761,911
Effective Gross income	1,834,076	2,974,379	3,600,854	3,983,095	4,107,666	4,230,896	4,357,823	4,488,558	4,623,215	4,761,911
Net Operating Income	1,834,076	2,974,379	3,600,854	3,983,095	4,107,666	4,230,896	4,357,823	4,488,558	4,623,215	4,761,911
TIF Payments	92,750	201,358	201,358	217,402	258,984	299,311	299,311	299,311	299,311	299,311
Adjusted Net Operating Income	1,926,825	3,175,737	3,802,212	4,200,497	4,366,650	4,530,207	4,657,134	4,787,869	4,922,526	5,061,222
Debt Service										
Debt Service - Series A	2,503,654	2,503,654	2,503,654	2,503,654	2,503,654	2,503,654	2,503,654	2,503,654	2,503,654	2,503,654
Debt Service - Series B	89,650	89,650	89,650	89,650	89,650	89,650	89,650	89,650	89,650	89,650
Total Debt Service	2,593,304	2,593,304	2,593,304	2,593,304	2,593,304	2,593,304	2,593,304	2,593,304	2,593,304	2,593,304
Annual Debt Coverage	74.30%	122.46%	146.62%	161.97%	168.38%	174.69%	179.58%	184.62%	189.82%	195.16%
NET CASH TO DEVELOPER	(666,479)	582,433	1,208,908	1,607,193	1,773,346	1,936,903	2,063,830	2,194,565	2,329,221	2,467,918



**City of St. Paul
United Village Office
100,788 Sq. Ft.**

Sales Analysis

YEAR	2032	2033	2034	2035	2036
SALE ANALYSIS END OF YEAR	6	7	8	9	10
Net Operating Income End of Year	4,530,207	4,657,134	4,787,869	4,922,526	4,761,911
Divided By Cap Rate	8.00%	8.00%	8.00%	8.00%	8.00%
Gross Sale Price	56,627,591	58,214,177	59,848,361	61,531,570	59,523,887
Minus Series A Debt	(27,278,057)	(26,525,314)	(25,722,158)	(24,865,213)	(23,950,876)
Minus Series B Debt	(944,717)	(894,242)	(841,579)	(786,634)	(729,307)
Plus PV of TIF Note	0	0	0	0	2,462,163
Net Sale Amount	84,850,366	85,633,733	86,412,098	87,183,417	37,305,867
Sales Expense	(1,697,007)	(1,712,675)	(1,728,242)	(1,743,668)	(746,117)
Final Amount	83,153,358	83,921,058	84,683,856	85,439,748	36,559,750

YEAR	2032	2033	2034	2035	2036
IRR ANALYSIS END OF YEAR	6	7	8	9	10
Land / Predev Investment	(8,201,114)	(8,201,114)	(8,201,114)	(8,201,114)	(8,201,114)
Cash Investment	(13,203,081)	(13,203,081)	(13,203,081)	(13,203,081)	(13,203,081)
Sales Proceeds	0	0	0	0	0
Total	68,191,467	71,022,996	73,980,358	77,065,472	30,653,391
INTERNAL RATE OF RETURN	23.54%	21.01%	19.11%	17.64%	9.53%

Note:

1. Land and predevelopment costs are assumed invested January 1, 2024. Additional cash is assumed to be invested in 2026 when development commences. If development commences prior to or after 2026 or if additional predevelopment costs are incurred prior to or after 2026, the additional cash or additional predevelopment costs will be assumed invested in that year.
2. Negative cash may be shown as noted above, but if developer provides equity to cover it, the equity will be recognized in the year provided and the negative cash will become \$0



**United Village Hotel
City of St. Paul
Sources and Uses**

158 Hotel Rooms and 332 Stall Parking Ramp

SOURCES				
Debt		Amount	Percent	Per Room
Debt A: First Mortgage		52,264,032	57.7%	330,785
Debt B: City Infrastructure Loan		2,040,617	2.3%	12,915
Subtotal		54,304,650	60.0%	343,700
Other Sources				
Category	Source	Amount	Percent	Per Room
Equity	Land - Hotel & Ramp	10,803,744	11.9%	68,378
Equity	Predevelopment Costs	2,720,918	3.0%	17,221
Equity	Developer Cash	22,678,437	25.1%	143,534
Subtotal		36,203,100	40.0%	229,134
TOTAL SOURCES		90,507,749	100.0%	572,834
USES				
		Amount	% of Cost	Per Room
ACQUISITION COSTS		10,803,744	11.9%	68,378
Land Cost - Hotel		7,928,011	8.8%	50,177
Land Cost - Parking Ramp		2,875,733	3.2%	18,201
CONSTRUCTION COSTS		60,263,789	66.6%	381,416
General Construction		40,700,428	45.0%	257,598
Structured Parking		14,763,295	16.3%	93,439
Infrastructure (Hard & Soft)		4,800,066	5.3%	30,380
Contractor Fee			0.0%	0
Construction Contingency			0.0%	0
PERMITS/FEES		0	0.0%	0
Park Dedication			0.0%	0
Permits			0.0%	0
Met Council SAC/City SAC&WAC			0.0%	0
Treatment Plant, Trunk Fees, Surface H2O Fee, Etc.			0.0%	0
Other:			0.0%	0
FURNITURE, FIXTURES, & EQUIPMENT		6,939,973	7.7%	43,924
FFE - Hotel		6,628,533	7.3%	41,953
FFE - Parking		311,440	0.3%	1,971
Linens			0.0%	0
Maintenance & Laundry Room			0.0%	0
Operating Equipment			0.0%	0
Pool Room Equipment & Furniture			0.0%	0
Room Furnishings			0.0%	0
Security System			0.0%	0
Signage Package			0.0%	0
Telephone PBX			0.0%	0
PROFESSIONAL SERVICES		8,418,925	9.3%	53,284
Accounting			0.0%	0
Appraisals			0.0%	0
Architectural, Engineering, & Interior Design			0.0%	0
Architectural Reimbursements			0.0%	0
Construction Testing			0.0%	0
Consultants			0.0%	0
Cost Certification/Audit			0.0%	0
Energy Audit/Energy Consulting			0.0%	0
Environmental Assessment Consultant			0.0%	0
Geotech Consultant			0.0%	0
Legal and Accounting			0.0%	0
License Fees - Franchise			0.0%	0
License Fees - Health			0.0%	0
Market Research			0.0%	0
Marketing/Leasing			0.0%	0
Owners Representative			0.0%	0
P&P Bond			0.0%	0
Soft Cost Contingency			0.0%	0
Predevelopment Costs		2,720,918	3.0%	17,221
Survey			0.0%	0
Land Development Fees/Expenses			0.0%	0
Soft Costs Hc		5,598,007	6.2%	35,430
Soft Costs Pz		100,000	0.1%	633
FINANCING COSTS		0	0.0%	0
Construction Period Interest		0	0.0%	0
Inspections - Lenders		0	0.0%	0
Insurance - Hazard/Liability		0	0.0%	0
Lender Legal		0	0.0%	0
Financing Costs		0	0.0%	0
MIP/PMI		0	0.0%	0
Mortgage Registration Tax		0	0.0%	0
Real Estate Taxes During Construction		0	0.0%	0
Title & Recording		0	0.0%	0
DEVELOPER FEE		4,081,318	4.5%	25,831
Developer Fee		4,081,318	4.5%	25,831
CASH ACCOUNTS/ESCROWS		0	0.0%	0
Management Startup/Leasing		0	0.0%	0
Operating Reserve		0	0.0%	0
Working Capital		0	0.0%	0
TOTAL USES		90,507,749	100.0%	572,834

TIF Eligible Costs
14,763,295

Note: Predevelopment costs that are not specific to a Vertical Element and infrastructure costs are allocated among the Vertical Elements as follows: Office – 34%; Hotel – 57%; and Restaurant Pavilion 9%. Predevelopment costs specific to a Vertical Element (and in the case of the Office, to the surface parking area) are allocated 100% they are such Vertical Element.

		2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Revenue					Stabilized						
Restaurant		10,124									
Retail		5,300									
Number of Rooms		158									
# of Parking Stalls For Hotel		212									
Inflation		3.00%									
Room Revenue											
Occupancy (%)		50.0%	75.0%	90.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
	Annual	50.0%	60.0%	65.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
	Custom	60.0%	80.0%	90.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
	Parking	80.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
	Rooms										
	Retail										
	Rest										
Average Daily Rate		\$200	\$230	\$236	\$243	\$251	\$258	\$266	\$274	\$282	\$291
Total Room revenue		6,393,988	7,941,297	8,861,164	9,829,076	10,123,948	10,427,667	10,740,497	11,062,712	11,394,593	11,736,431
Additional Revenue											
Other Revenue (includes 120 other parking stalls)		3,199,994	3,970,649	4,430,582	4,914,538	5,061,974	5,213,833	5,370,248	5,531,356	5,697,297	5,868,215
Hotel Parking (212 stalls)		282,058	437,894	541,237	588,444	606,098	624,281	643,009	662,299	682,168	702,633
Retail Income		176,286	243,274	281,894	306,481	315,676	325,146	334,901	344,948	355,296	365,955
Restaurant Income		404,089	496,648	511,547	526,894	542,700	558,981	575,751	593,023	610,814	629,139
Total Additional Revenue		4,059,427	5,148,464	5,765,260	6,336,358	6,526,448	6,722,242	6,923,909	7,131,626	7,345,575	7,565,942
Other Revenue (includes 120 other parking stalls)		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Effective Gross Income (EGI)		10,453,416	13,089,762	14,626,424	16,165,434	16,650,397	17,149,909	17,664,406	18,194,338	18,740,168	19,302,373
Expenses											
Annual Expenses											
Rooms		5,275,040	6,551,570	7,310,461	8,108,988	8,352,257	8,602,825	8,860,910	9,126,737	9,400,539	9,682,556
Hotel Parking - 40% of Income		112,823	175,157	216,495	235,378	242,439	249,712	257,204	264,920	272,867	281,053
Expense on Vacant Retail		23,505	12,164	6,264	3,226	3,323	3,423	3,525	3,631	3,740	3,852
Expense on Vacant Restaurant		22,449	5,809	5,983	6,162	6,347	6,538	6,734	6,936	7,144	7,358
Total Expenses		5,433,818	6,744,700	7,539,203	8,353,754	8,604,367	8,862,498	9,128,373	9,402,224	9,684,291	9,974,819
NET OPERATING INCOME		5,019,598	6,345,062	7,087,222	7,811,680	8,046,030	8,287,411	8,536,033	8,792,114	9,055,878	9,327,554
TIF Revenue		168,592	366,012	366,012	395,174	470,758	544,062	544,062	544,062	544,062	544,062
ADJUSTED NET OPERATING INCOME		5,188,190	6,711,073	7,453,234	8,206,854	8,516,788	8,831,473	9,080,095	9,336,176	9,599,939	9,871,616
Debt Service											
Debt A: First Mortgage		4,303,680	4,303,680	4,303,680	4,303,680	4,303,680	4,303,680	4,303,680	4,303,680	4,303,680	4,303,680
Debt B: City Infrastructure Loan		151,634	151,634	151,634	151,634	151,634	151,634	151,634	151,634	151,634	151,634
Total Debt Service		4,455,314	4,455,314	4,455,314	4,455,314	4,455,314	4,455,314	4,455,314	4,455,314	4,455,314	4,455,314
Debt Coverage		121%	156%	173%	191%	198%	205%	211%	217%	223%	229%
Debt Coverage w/o TIF		117%	147%	165%	182%	187%	193%	198%	204%	210%	217%
NET CASH FLOW		732,876	2,255,759	2,997,919	3,751,539	4,061,474	4,376,158	4,624,781	4,880,862	5,144,625	5,416,301

EHLERS
PUBLIC FINANCE ADVISORS

United Village Hotel
City of St. Paul
158 Hotel Rooms and 332 Stall Parking Ramp
Sales Analysis

Year	2032	2033	2034	2035	2036
SALE ANALYSIS END OF YEAR	Year 6	Year 7	Year 8	Year 9	Year 10
Net Operating Income End of Year	8,831,473	9,080,095	9,336,176	9,599,939	9,327,554
Divided By Cap Rate	9.00%	9.00%	9.00%	9.00%	9.00%
Gross Sale Price	98,127,473	100,889,943	103,735,287	106,665,992	103,639,487
Minus Series A Debt	(45,633,522)	(44,255,447)	(42,785,079)	(41,216,238)	(39,542,328)
Minus Series B Debt	(1,635,688)	(1,551,952)	(1,464,587)	(1,373,435)	(1,278,333)
Plus PV of Future TIF Assistance	0	0	0	0	6,049,089
Net Sale Amount	50,858,262	55,082,544	59,485,622	64,076,319	68,867,915
Sales Expense	(1,962,549)	(2,017,799)	(2,074,706)	(2,133,320)	(2,072,790)
SALES PROCEEDS	48,895,713	53,064,746	57,410,916	61,942,999	66,795,125

IRR ANALYSIS END OF YEAR	Year 6	Year 7	Year 8	Year 9	Year 10
Year	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow
Land / Predev Investment	(13,524,662)	(13,524,662)	(13,524,662)	(13,524,662)	(13,524,662)
2025	0	0	0	0	0
Cash Investment	(22,678,437)	(22,678,437)	(22,678,437)	(22,678,437)	(22,678,437)
2027	732,876	732,876	732,876	732,876	732,876
2028	2,255,759	2,255,759	2,255,759	2,255,759	2,255,759
2029	2,997,919	2,997,919	2,997,919	2,997,919	2,997,919
2030	3,751,539	3,751,539	3,751,539	3,751,539	3,751,539
2031	4,061,474	4,061,474	4,061,474	4,061,474	4,061,474
2032	53,271,871	4,376,158	4,376,158	4,376,158	4,376,158
2033	0	57,689,526	4,624,781	4,624,781	4,624,781
2034	0	0	62,291,778	4,880,862	4,880,862
2035	0	0	0	67,087,624	5,144,625
2036	0	0	0	0	72,211,427
Total	30,868,338	39,662,152	48,889,184	58,565,892	68,834,319
INTERNAL RATE OF RETURN	10.40%	11.14%	11.66%	12.04%	12.32%

Note:

1. Land and predevelopment costs are assumed invested January 1, 2024. Additional cash is assumed to be invested in 2026 when development commences. If development commences prior to or after 2026 or if additional predevelopment costs are incurred prior to or after 2026, the additional cash or additional predevelopment costs will be assumed invested in that year.



City of St. Paul
United Village Restaurant Pavillion
 10,168

SOURCES			Total
	Amount	Pct.	
Developer Financing - Series A	5,725,022	40.73%	42.98%
Developer Financing - City Infrastructure Loan	316,918	2.25%	
Developer Equity - Land -Restaurant	1,498,174	10.66%	28.56%
Developer Equity - Predevelopment Costs	378,301		
Developer Equity - Cash	2,137,892	15.21%	
Subtotal	10,056,307	71.54%	
Spending Plan TIF	4,000,000	28.46%	28.46%
Subtotal	4,000,000	28.46%	
TOTAL SOURCES	14,056,307	100.00%	

USES				
	Land sq. ft.	Amount	% of Cost	Per Sq/Ft
ACQUISITION COSTS		1,498,174	10.66%	62.35
Land - Restaurant	24,029	1,498,174	10.66%	62.35
CONSTRUCTION COSTS		8,481,406	60.34%	834.13
Building - Reataurant		7,691,252	54.72%	756.42
Infrastructure (Hard & Soft)		790,154	5.62%	77.71
Tenant Improvements			0.00%	0.00
Builder's Risk			0.00%	0.00
Contractors Fee			0.00%	0.00
General Requirements			0.00%	0.00
Insurance			0.00%	0.00
Park Dedication			0.00%	0.00
Permits			0.00%	0.00
SAC/WAC/Met C SAC/UAC			0.00%	0.00
Contingency			0.00%	0.00
PROFESSIONAL SERVICES		3,445,005	24.51%	338.81
Appraisals			0.00%	0.00
Architectural, Engineering & Professional Fees			0.00%	0.00
City Fees			0.00%	0.00
Cost Certification			0.00%	0.00
Environmental			0.00%	0.00
FF&E		1,593,240	11.33%	156.69
Leasing Fees			0.00%	0.00
Legal - Development			0.00%	0.00
Market Research			0.00%	0.00
Marketing			0.00%	0.00
Predevelopment Costs		378,301	2.69%	37.21
Site			0.00%	0.00
Soils			0.00%	0.00
Survey			0.00%	0.00
Development Fees / Expenses			0.00%	0.00
Soft Cost		1,473,464	74.74%	144.91
FINANCING COSTS		0	0.00%	0.00
Construction Period Interest			0.00%	0.00
Escrows			0.00%	0.00
Financing Fee			0.00%	0.00
Issuance Fee			0.00%	0.00
Lender Legal			0.00%	0.00
Mortgage Registration Tax			0.00%	0.00
Misc COI			0.00%	0.00
Title Insurance			0.00%	0.00
Title/Recording/Mortgage Registration Tax			0.00%	0.00
Loan Fees			0.00%	0.00
Accrued Expenses			0.00%	0.00
Real Estate Taxes			0.00%	0.00
DEVELOPER FEE		631,722	4.49%	62.13
Developer Fee		631,722	4.49%	62.13
CASH ACCOUNTS		0	0.00%	0.00
Imputed Expenses			0.00%	0.00
Working Cap			0.00%	0.00
TOTAL USES		14,056,307		1382.41

Note: Predevelopment costs that are not specific to a Vertical Element and infrastructure costs are allocated among the Vertical Elements as follows: Office – 34%; Hotel – 57%; and Restaurant Pavillion 9%. Predevelopment costs specific to a Vertical Element (and in the case of the Office, to the surface parking area) are allocated 100% they are such Vertical Element.

City of St. Paul
United Village Restaurant Pavillion
 10,168



Income			
	Rent Per Sq. Ft.	Annual Revenue	Bldg Sq. Ft
Rent			
Restaurant Pavillion	\$45	\$457,560	10,168
Gross Revenue		\$457,560	10,168
Annual Gross Sales		\$9,000,000	450,000
Vacancy Loss	5.00%	(\$22,878)	
Expense on Commercial Vacancy (CAM & Taxes)	3.00%	(\$3,050)	
Effective Gross Income		\$9,431,632	



City of St. Paul
United Village Restaurant Pavillion
 10,168

10-year operating Proforma

ASSUMPTIONS	Stabilized Year		Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Revenue Inflation (3%)	103.50%	106.61%	109.80%	113.10%	116.49%	119.98%	123.58%	127.29%	131.11%	135.04%
Occupancy Rate	80.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%
* Restaurant Pavillion	378,860	463,393	477,295	491,613	506,362	521,553	537,199	553,315	569,915	587,012
Less: Expense on Vacancy	-21,048	-5,420	-5,582	-5,750	-5,922	-6,100	-6,283	-6,472	-6,666	-6,866
Total Commercial Income	357,812	457,973	471,712	485,864	500,439	515,453	530,916	546,844	563,249	580,146
Effective Gross Income	357,812	457,973	471,712	485,864	500,439	515,453	530,916	546,844	563,249	580,146
Net Operating Income	357,812	457,973	471,712	485,864	500,439	515,453	530,916	546,844	563,249	580,146
TIF Payments	14,933	32,419	32,419	35,002	41,697	48,190	48,190	48,190	48,190	48,190
Adjusted Net Operating Income	372,745	490,392	504,131	520,866	542,136	563,642	579,106	595,033	611,439	628,336
Debt Service										
Developer Financing - Series A	469,341	469,341	469,341	469,341	469,341	469,341	469,341	469,341	469,341	469,341
Developer Financing - City Infrastructure Loan	23,550	23,550	23,550	23,550	23,550	23,550	23,550	23,550	23,550	23,550
Total Debt Service	492,891	492,891	492,891	492,891	492,891	492,891	492,891	492,891	492,891	492,891
Annual Debt Coverage	75.62%	99.49%	102.28%	105.68%	109.99%	114.35%	117.49%	120.72%	124.05%	127.48%
NET CASH TO DEVELOPER	(120,146)	(2,499)	11,241	27,975	49,246	70,752	86,215	102,143	118,548	135,445

Note:

1. Restaurant income is currently based on a NNN rent and assumed to be occupied by a tenant(s). If the space is retained by an owner/operator income will be based upon a market rate arrangement that may be set as a % of sales or an assumed NNN rent.
2. Property is assumed to be stabilized if 95% of the sq. ft. is leased to a tenant(s) or occupied by an owner/operator(s) who is paying market rents



City of St. Paul
United Village Restaurant Pavillion
 10,168

Sales Analysis

YEAR	2030	2031	2032	2033	2034
SALE ANALYSIS END OF YEAR	6	7	8	9	10
Net Operating Income End of Year	563,642	579,106	595,033	611,439	580,146
Divided By Cap Rate	7.25%	7.25%	7.25%	7.25%	7.25%
Gross Sale Price	7,774,376	7,987,667	8,207,356	8,433,636	8,002,020
Minus Series A Debt	(5,013,968)	(4,866,184)	(4,708,502)	(4,540,260)	(4,360,751)
Minus Series B Debt	(248,161)	(234,902)	(221,069)	(206,636)	(191,577)
Plus PV of TIF Note	0	0	0	0	487,229
Net Sale Amount	2,512,247	2,886,581	3,277,786	3,686,741	3,936,921
Sales Expense	(155,488)	(159,753)	(164,147)	(168,673)	(160,040)
Final Amount	2,356,759	2,726,827	3,113,638	3,518,068	3,776,881

YEAR	2030	2031	2032	2033	2034
IRR ANALYSIS END OF YEAR	6	7	8	9	10

Year	Sales Proceeds	Cash Flow	Cash Flow	Cash Flow	Cash Flow
Land / Predev / Cash					
2025	0	(4,014,367)	(4,014,367)	(4,014,367)	(4,014,367)
2026	0	(2,499)	(2,499)	(2,499)	(2,499)
2027	0	11,241	11,241	11,241	11,241
2028	0	27,975	27,975	27,975	27,975
2029	0	49,246	49,246	49,246	49,246
2030	2,356,759	2,427,511	70,752	70,752	70,752
2031	2,726,827	0	2,813,043	86,215	86,215
2032	3,113,638	0	0	3,215,781	102,143
2033	3,518,068	0	0	0	3,636,616
2034	3,776,881	0	0	0	3,912,326
Total	(1,621,040)	(1,164,756)	(675,802)	(152,825)	241,433
INTERNAL RATE OF RETURN	-8.06%	-4.70%	-2.26%	-0.43%	0.59%

Note:

1. Land and predevelopment costs are assumed invested January 1, 2024. Additional cash is assumed to be invested in 2024 when development commences. If development commences after 2024 or if additional predevelopment costs are incurred after 2024, the additional cash or additional predevelopment costs will be assumed invested in that year.
2. Negative cash may be shown as noted above, but if developer provides equity to cover it, the equity will be recognized in the year provided and the negative cash will become \$0

United Village Phase I

Combined IRR Calculation

Use	Land and Predevelopment Investment	Cash Investment	Year							TOTAL	Individual IRR				
			1	2	3	4	5	6	7			8	9	10	
Office	(8,201,114)	(13,203,081)	(666,479)	582,433	1,208,908	1,607,193	1,773,346	1,936,903	2,063,830	2,194,565	2,329,221	2,477,667	2,627,667	30,653,391	9.53%
Hotel	(13,524,662)	(22,678,437)	732,876	2,255,759	2,997,919	3,751,539	4,061,474	4,376,158	4,624,781	4,880,862	5,144,625	5,418,625	5,702,625	68,834,319	12.32%
* Restaurant	0	(4,014,367)	(120,146)	(2,499)	11,241	27,975	49,246	70,752	86,215	102,143	118,548	135,000	151,433	241,433	0.59%
TOTAL	(21,725,777)	(39,895,865)	(53,749)	2,835,693	4,218,068	5,386,707	5,884,065	6,383,813	6,774,826	7,177,569	7,582,394	7,991,420	8,406,144	99,729,144	

Note: Restaurant equity of \$4,011,966 includes \$2,136,491 of actual cash. Remaining amount of \$1,876,475 is land and predevelopment investment in Year 1

Land and predevelopment investment for office and hotel occur two years prior to actual cash investment

IRR

10.82%

EXHIBIT J

Pending and Threatened Litigation

HRA Litigation: None.

Developer Litigation: None.

EXHIBIT K

Form of Certificate of Completion

CERTIFICATE OF COMPLETION

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota (the “HRA”), and Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”), executed that certain Development Agreement (together with any amendment or modification thereto, the “Agreement”) dated June 28, 2024, as evidenced by that certain Memorandum of Development Agreement recorded with the Ramsey County Registrar of Titles _____, 20____, as Document No. _____, wherein the Developer agreed to construct, or cause to be constructed, certain Minimum Improvements, including certain Phase I Elements, as more specifically set forth under Article 4 of the Agreement. Terms used in this Certificate shall have the meanings given to those terms in the Agreement, unless a different meaning is clearly indicated herein.

[In accordance with the Agreement, Developer transferred its obligation to construct the following Phase I Element, _____ [ADD APPLICABLE PHASE I ELEMENT] to [ADD NAME OF DEVELOPING ENTITY] (the “Developing Entity”) pursuant to the Assignment and Assumption of Development Agreement dated [insert date] (the “Transfer Agreement”).]¹

The HRA has determined that the following [Minimum Improvements/Phase I Element] _____ [ADD DESCRIPTION] (the “Minimum Improvements”) for that portion of the Development Property legally described on Exhibit A (the “Released Parcel”) has been constructed by [the Developer/the Developing Entity] in substantial conformity with the terms of the Agreement [and the Transfer Agreement] and was Substantially Complete as of _____ [ADD DATE OF SUBSTANTIAL COMPLETION FOR APPLICABLE PHASE I ELEMENT].

NOW, THEREFORE, this is to certify that as of the date hereof all building construction and other physical improvements specified to be done and made by the [Developer/Developing Entity] in relation to the Minimum Improvements on the Released Parcel have been completed and all of the covenants and conditions set forth in Article 4 of the Agreement related to construction and completion of the Minimum Improvements for the Released Parcel have been duly and fully performed by the [Developer/Developing Entity], and the Registrar of Titles in and for the County of Ramsey, State of Minnesota is hereby authorized to accept for recording and to record this instrument to be the conclusive determination of the satisfactory termination of the covenants and conditions related to the construction of the Minimum Improvements as set forth in Article 4 of the Contract for the Released Parcel only.

¹ This provision will be added for any Phase I Element transferred to a Developing Entity.

NOW, THEREFORE, the issuance of this Certificate shall not be construed to relieve the [Developer/Developing Entity] of any approval required by any City department in connection with the construction, completion or occupancy of the Phase I Improvement on the Released Parcel, nor shall it relieve the [Developer/Developing Entity] of any other obligations under the Agreement.

[Remainder of Page Intentionally Left Blank]

Dated: _____

**HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE
CITY OF SAINT PAUL, MINNESOTA**
a public body corporate and politic of the State
of Minnesota

By: _____
Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNT OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota, on behalf of the public body.

Notary Public

This instrument drafted by:

Barna, Guzy & Steffen, Ltd. (CJP)
200 Coon Rapids Boulevard, Suite 400
Minneapolis, MN 55433
(763) 780-8500

EXHIBIT A
TO CERTIFICATE OF COMPLETION
Legal Description of Released Parcel

[TO BE ADDED]

EXHIBIT L

**Form of Collateral Assignment of
Tax Increment Financing Documents**

COLLATERAL ASSIGNMENT OF TAX INCREMENT FINANCING DOCUMENTS

Dated as of _____, 20__

1. **Parties.** The parties to this Collateral Assignment of Tax Increment Financing Documents (this “Agreement”) are Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”), and _____, a _____ (“Lender”). The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota (the “HRA”), is executing this Agreement to confirm that this collateral assignment is a permitted assignment under the Development Agreement, as defined below.

2. **Recitals.**

2.1 **Recital One.** The Developer and the HRA are parties to that certain Development Agreement dated June 28, 2024 (together with any amendment or modification thereto, the “Development Agreement”). Any capitalized terms used herein and not defined in this Agreement shall have the meanings ascribed to such capitalized terms in the Development Agreement.

2.2 **Recital Two.** The Developer and Lender are parties to that certain _____ dated _____, 20__ (the “TIF Loan Agreement”), pursuant to which Lender has loaned \$ _____ to the Developer (the “TIF Loan”). The Developer intends to use a portion of the proceeds of the TIF Loan to construct the “Minimum Improvements,” as defined in the Development Agreement, on the real property legally described on the attached Exhibit A (the “Development Property”).

2.3 **Recital Three.** Pursuant to the Development Agreement, the Developer has agreed to construct the Minimum Improvements and the HRA has: (i) issued its \$ _____ Taxable Tax Increment Revenue Note (United Village Phase I Project) dated _____, 20__ (the “TIF Note”) to provide funds to reimburse the Developer for certain costs of the Project.

2.4 **Recital Four.** As a condition of the TIF Loan, Lender has required that the Developer collaterally assign the Developer’s rights under the Development Agreement and the TIF Note to Lender so that if Lender exercises Lender’s remedies under the TIF Loan Agreement or any of the TIF Loan documents executed in connection therewith (collectively the “TIF Loan Documents”), Lender may, at its sole option, perform the Developer’s obligations under the Development Agreement and receive the benefits of the Development Agreement and the TIF Note from the HRA.

2.5 **Recital Five.** As partial security for the TIF Loan, the Developer has or will grant to Lender a security interest in the TIF Note and will assign to Lender all of the Developer's rights, title and interests in and to the TIF Note.

3. **Assignment of Agreement.** In consideration of the TIF Loan, the Developer hereby irrevocably transfers and assigns all of the Developer's rights and obligations under the Development Agreement to Lender, its successors and assigns, and Lender, for the benefit of the HRA, assumes and agrees to perform all of the obligations of the Developer under the Development Agreement; provided, however, that the assignment and assumption set forth in this Section 3 shall not become effective until a default has occurred by the Developer and is continuing under the TIF Loan Documents beyond the expiration of all applicable cure periods. Except as set forth in Sections 4 and 6 below, the Developer is entitled to exercise all of the Developer's rights and receive all of the benefits under the Development Agreement until this assignment becomes effective as provided above.

4. **Pledge of Note.** The Developer hereby pledges and grants Lender a security interest in the TIF Note, and does hereby grant, assign, transfer and set over unto Lender, its successors and assigns, all of the Developer's right, title and interest in and to any and all revenue or proceeds of the TIF Note (the "TIF Note Proceeds") which the HRA is required to pay pursuant to the terms of the TIF Note after the date hereof and prior to the Developer's repayment in full of the TIF Loan. The Developer agrees that the HRA shall pay the TIF Note Proceeds from the TIF Note directly to Lender and in the name of Lender or to Lender's successor or assign following the written direction of Lender.

5. **Further Assignment.** Lender, in its sole discretion and without the consent of any other party, may assign its rights and obligations under this Agreement to any assignee, successor or purchaser of Lender.

6. **Developer Default.** If the Developer defaults in the performance of one or more of the Developer's obligations under one or more of the TIF Loan Documents, Lender will give the HRA written notice of the default; provided, however, that Lender's failure to give the HRA notice of a Developer default under one or more of the TIF Loan Documents will not extend any cure periods provided for the Developer under any of the TIF Loan Documents and will not invalidate or render ineffective, in any way, any notice of default provided by Lender to the Developer.

7. **Authorization to HRA.** The Developer hereby irrevocably authorizes and directs the HRA to recognize the claims of Lender without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to Lender or the existence of any default under the TIF Loan Documents; and the Developer hereby irrevocably directs and authorizes the HRA to pay exclusively to Lender or its assigns, all sums due under the Development Agreement or the TIF Note, subject to the terms thereof, without the necessity of any such investigation; and to the extent such sums are paid to Lender, the Developer agrees that the HRA shall have no further liability to the Developer for the same. The sole signature of Lender shall be sufficient for the exercise of any rights under this Agreement and the sole receipt by Lender of any sum paid by the HRA shall be in discharge and release of that portion of any amount owed by the HRA. *Lender*

acknowledges that the HRA's rights and remedies against the Developer under the Development Agreement are unaffected by this Agreement.

8. **Notices.** All notices and communications given pursuant to this Agreement shall be deemed to have been given or made when (i) personally delivered, (ii) one (1) day after being deposited to a national overnight delivery service, overnight delivery fee prepaid, or (iii) three (3) days after being sent by United States Mail, postage prepaid, to the parties at the following addresses or at such other addresses as the parties may hereinafter designate in writing:

To the Developer: Snelling-Midway Redevelopment, LLC
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402
Attn.: William W. McGuire

With a copy to: Kaplan, Strangis and Kaplan, P.A.
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402
Attn.: Bruce J. Parker

To Lender: _____

Attn.: _____

With a copy to: _____

Attn.: _____

To the HRA: Housing and Redevelopment Authority of the
City of Saint Paul, Minnesota
13th Floor City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Attn: Executive Director

with a copy to: City Attorney's Office
400 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102

9. **Titles of Articles and Sections.** Any titles of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

11. Law Governing. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

12. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the Parties, and the rights and remedies of the Parties shall be strictly as set forth in this Agreement.

[Signature Pages to Follow]

DEVELOPER:

SNELLING-MIDWAY REDEVELOPMENT, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202____, by _____, the _____ of Snelling-Midway
Redevelopment, LLC, a Minnesota limited liability company, on behalf of the limited liability
company.

Notary Public

LENDER:

_____, a _____

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____,
by _____, the _____ of _____, a
_____, on behalf of the _____.

Notary Public

AUTHORITY’S ACKNOWLEDGEMENT AND CONSENT

To induce Lender to make advances pursuant to the TIF Loan Agreement described in the foregoing Agreement, the undersigned hereby acknowledges and consents to the foregoing assignment to Lender, agrees to be bound by the terms, conditions and provisions of the Agreement, and further agrees to deliver to Lender a copy of any default notice given to the Developer with respect to any breach or Default by the Developer under the Development Agreement or the TIF Note concurrently with delivering any such notice to the Developer in the manner provided for in the Development Agreement.

Dated: _____, 20__

HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF SAINT PAUL, MINNESOTA,
a public body corporate and politic of the State of Minnesota

By: _____

Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota, on behalf of the public body.

Notary Public

Drafted by:

Barna, Guzy & Steffen, Ltd. (CJP)
200 Coon Rapids Boulevard, Suite 400
Minneapolis, MN 55433
(763) 780-8500

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT M

Affirmative Action Requirements

See attached.



CITY OF SAINT PAUL
Melvin Carter, Mayor

280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: (651) 266-8900
Facsimile: (651) 266-8919
TDD: (651) 266-8977

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) Contract Specifications

Definition of Terms:

City Funds – Money originating from the City of Saint Paul or other federal and state funds. Some examples include: Capital Investment Bonds (CIB), U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG), Federal Low Income Housing Tax Credits (LIHTC), Housing Redevelopment Authority (HRA), Home Investment Partnership Program (HOME), Metropolitan Council funding programs, multi-family Housing Revenue Bonds, Sales Tax Revitalization (STAR), Tax Increment Financing (TIF), and any combination of loans, grants, and land write-down or other funding vehicles.

Contract – A formal agreement between the City of Saint Paul and a contractor. For AA/EEO compliance monitoring, the word “contract” is used to refer to all agreements. A contract is defined as a development agreement, master contract, a professional service agreement, a purchase order, a service agreement, and any other contract where the City provides funding.

Contractor – Any person entering into a contract or agreement with the City of Saint Paul.

Person – Includes natural persons, firms, corporations, partnerships, joint ventures, companies, organizations, for profit and nonprofit, agencies, clubs, groups, or any other association of natural persons, legal entities, or both.

1. Contractors who have been awarded or enter into a contract with the City that meets or exceeds \$50,000 within the preceding twelve-month period are required to submit the company's Affirmative Action Plan (AAP) to the City for certification.
 - a. There is a fee of \$75 to cover the cost of certifying the affirmative action plan.
 - b. An Affirmative Action Program Registration (AAPR) document is provided by the City for the contractor to use in lieu of submitting an Affirmative Action Plan.
2. Submission of the AAP or AAPR indicates that the contractor:
 - a. has a policy of equal employment opportunity
 - b. is committed to affirmative action
 - c. fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts and agreements

- d. intends to implement those policies.
3. The contractor shall take specific actions to ensure equal employment opportunity. The contractor shall document these efforts fully and shall implement affirmative action steps as indicated in the AAP.
 - a. Designate a responsible official to monitor employment activities.
 - b. Maintain an environment free of harassment, intimidation, coercion, and discriminatory acts.
 - c. Establish and maintain face to face relationship with recruitment sources for people of color and individuals with disabilities.
 - d. Annually review the affirmative action plan activities.
4. If the contractor fails to comply with the affirmative action requirements, its implementing rules, or these specifications, the Director may proceed with sanctions which may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.
5. The contractor shall not enter into any contract or agreement with any person or firm debarred from government contracts under Section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, Federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

Contact:

HREEO – AA/EEO Contract Compliance Officer
affirmativeaction@ci.stpaul.mn.us
Phone: 651-266-8900

The City of Saint Paul Human Rights Ordinance
[Section 183.04 of the Saint Paul Legislative Code](#) and Rules

Workforce Participation Goals for Construction Contracts

The following supplemental AA/EEO specifications shall apply to contracts for construction which receive City funding. All contractors need to include these specifications in all lower tier contracts for construction work. Developer and prime contractor shall communicate this information to all subcontractors.

City workforce participation goals for City funded construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by female and minority construction workers.

32% Minority total project hours
20% Female total project hours

After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a pre-construction conference. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

Each contractor that utilizes subcontractors must submit the **Prime and Subcontractor Identification Form** identifying lower tier contractors and material suppliers.

All lower tier or sub-contractors must complete and submit the mandatory **Project Employment Utilization (PEU)** form indicating estimated total number of project work hours, and estimated women and minority workforce hours. Contractors must indicate on the bottom of the PEU form if they will meet the goals with their internal workforce or by hiring additional employees. If they are unable to meet the goals, they must provide the reason at the bottom of the PEU form. The prime contractor must collect the PEU forms from subcontractors and submit them to the City's AA/EEO Compliance Officer at: affirmativeaction@ci.stpaul.mn.us

Workforce participation goals on construction projects is monitored via certified payroll in **LCPtracker**. LCPtracker is a paperless, online system of entering certified payroll reports. In LCP Tracker, contractors are required to select the job classification, gender, and race of each individual worker. In instances where LCPtracker is not used, contractors shall report the project workforce participation goals manually on city provided spreadsheet.

Failure to make Good Faith Efforts

If a contractor fails to make and demonstrate a good faith effort to meet the goals for participation of women and minorities, the Director may take appropriate measures to sanction the contractor. This may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.



CITY OF SAINT PAUL
Melvin Carter, Mayor

*280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659*

*Telephone: (651) 266-8900
Facsimile: (651) 266-8919
TDD: (651) 266-8977*

AFFIRMATIVE ACTION PROGRAM REGISTRATION

We, _____ hereby confirm that we have developed and are implementing over the next two years an effective Affirmative Action Program (AAP) which complies with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP includes, but is not limited to, the provisions listed below:

Dissemination of Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy Statement

1. Policy statement and non-discrimination posters will be permanently posted and conspicuously displayed in areas available to employees and applicants for employment. All employees and contractors will be furnished a copy of the AA/EEO policy statement. This policy will be made available to all employees including part-time, temporary or seasonal.
2. We will include the statement “Affirmative Action, Equal Opportunity Employer” on company letterhead, employment applications, contracts and subcontracts, and in advertisements recruiting employees and contractors.
3. We will include non-discrimination clauses in all union agreements, and we will review all contractual provisions to ensure that they are non-discriminatory. We will inform all union officials of the AA/EEO policy and request their cooperation.
4. We will personally meet with recruitment resources and, if applicable, with labor union representatives to inform them of our AA/EEO policies and encourage them to actively recruit and refer women, minorities, and people with disabilities, in order to achieve our affirmative action goals. We will utilize media resources which target women, minorities and people with disabilities.
5. We will include the Saint Paul Affirmative Action/Equal Employment Opportunity contract specifications in all bid specifications and contracts on City of Saint Paul-assisted contracts. We will include these contract specifications in all lower tier contracts for materials and construction work on City-assisted contracts.

Recruitment of Employees

1. All solicitations and advertisement for employees placed by us or on our behalf will state that we are an Affirmative Action, Equal Opportunity Employer. Copies of advertisements for employees will be kept on file for review by the Saint Paul Human Rights and Equal Economic Opportunity Department.
2. We will meet with and encourage our subcontractors to utilize agencies and organizations which refer and recruit women, minorities, and people with disabilities.

Underutilization Analysis & Goals and Timetable

1. We will conduct an analysis of our employee workforce to determine present employment levels of women, minorities, and people with disabilities to identify areas of underutilization of such persons and to determine causes of underutilization. We will maintain a statement of the goals and timetables to remedy any underutilization of women, minorities and people with disabilities. (See attached form on page 6 and 7.)
2. We will set a 10% employment goal for people with disabilities on our non-construction workforce. (See attached page 8.)

Agreement

1. We, _____ agree to maintain a current effective Affirmative Action Program (AAP), to implement all provisions of that AAP during the next two years, and to comply with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP is now available for inspection and will be submitted to the department at any time upon its request.
2. We agree to keep records of all personnel actions such as applicant flow, hiring, firing, lay-off, promotions, and actions taken to recruit and hire women, minorities, and people with disabilities. During the next two years we agree to submit AA/EEO Semi-Annual Compliance Reports detailing these personnel activities and affirmative action efforts to the department. Any data collected are subject to MN Data Practice Act.
3. During the next two years we agree to provide, as requested by the department, proof of compliance with Section 183.04 and its implementation. This will include documentation of our good faith efforts to recruit and hire women, minorities and people with disabilities.
4. For City-assisted construction projects of \$50,000 or more, we agree to make every good faith effort to meet the city's workforce inclusion goals for women and minorities and to provide project monitoring documentations requested by the department.

Company Name

Date

Signature of Chief Executive Officer

Signature of AA/EEO Manager

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) POLICY STATEMENT

This statement is to affirm _____ policy on providing Equal Employment Opportunity (EEO) to all employees and applicants for employment in accordance with all applicable Affirmative Action Equal Employment Opportunity laws, directives and regulations of Federal, State and local governing bodies or agencies, including Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment.

_____ will not discriminate against any employee or applicant for employment because of age, ancestry, color, creed, disability, familial status, genetic information (genetic testing, family medical history, and/or genetic services), marital status, national origin, public assistance status, race, religion, retaliation, retaliation by association, retaliation by opposition, sex, pregnancy, sexual or affection orientation.

_____ will maintain zero tolerance for harassment of or by any employee or applicant for employment because age, ancestry, color, creed, disability, familial status, genetic information (genetic testing, family medical history, and/or genetic services), marital status, national origin, public assistance status, race, religion, retaliation, retaliation by association, retaliation by opposition, sex, pregnancy, sexual or affection orientation. We will maintain an internal complaint procedure for complaints of such harassment, and will provide employees with contact information for federal, state and local enforcement agencies.

_____ will take Affirmative Action (AA) to ensure that all employment practices are free of such discrimination and harassment. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

_____ fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts with subcontractors for goods and services.

_____ will commit the necessary time and resources, both financial and human, to achieve the goals of Affirmative Action and Equal Employment Opportunity.

_____ will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action and Equal Employment Opportunity objectives as well as other established criteria.

_____ has appointed _____ as AA/EEO Manager to manage the Equal Employment Opportunity Program. His/Her responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Plan (AAP), as required by Federal, State and Local agencies. He/she will be given the necessary top management support and staffing to fulfill his/her job duties. The Chief Executive Officer of _____ will receive and review reports on the progress of the plan. If any employee or applicant for employment believes he/she has been discriminated against, please contact _____ at this address: _____

Chief Executive Officer (Please Print)

Signature of Chief Executive Officer

Date

DESCRIPTION OF CONTRACT:

A. _____
Company Name E-mail Address

B. _____
Address City State Zip Code

C. _____
Phone # Fax #

D. _____
Chief Executive Officer Telephone #

E. _____
AA/EEO Manager Telephone # Email

F. _____
Nature of Business

G. _____

Natures of work to be perform for the City of St Paul.

H. \$ _____ - _____
Estimated Dollar Amount of work with the City of St Paul:

I: _____
Estimated Contract Start Date Estimated Contract Completion Date

J. _____
Name of City of St Paul's Dept./Agency Requesting the Work or Service Contact Name

L. _____
Description of City funded construction project (name, address, or location)

M. _____
Type of construction to be performed by your company

N. _____
Name of Project's Developer Contact Name & Email

O. _____
Name of Project's Prime Contractor Contact Name & Email

EMPLOYMENT DATA AS OF:

COMPANY NAME:

AA/EEO MANAGER:

ADDRESS:

STATE:

ZIP CODE:

CITY:

E-MAIL:

TELEPHONE:

ALL EMPLOYEES (FULL-TIME, PART-TIME, TEMPORARY AND SEASONAL)

JOB CODE	JOB CATEGORIES	PEOPLE WITH DISABILITIES	MALE					FEMALE					TOTAL						
			WH	BL	HI	AP	AA	M	WH	BL	HI	AP		AA	M				
1	OFFICIALS & MANAGERS																		
2	PROFESSIONALS																		
3	TECHNICIANS																		
4	SALES WORKERS																		
5	OFFICE & CLERICAL																		
6	CRAFT WORKERS (SKILLED)																		
7	OPERATIVES (SEMI-SKILLED)																		
8	LABORERS (UNSKILLED)																		
9	SERVICE WORKERS																		
10	CURRENT TOTAL EMPLOYMENT																		
11	TOTAL EMPLOYMENT IN LAST REPORT																		

WH: WHITE HI: HISPANIC AA: AMERICAN INDIAN/ALASKAN NATIVE
 BL: BLACK AP: ASIAN/PACIFIC ISLANDER M: MIXED/MULTIPLE

I affirm that the information entered on this form and on all attachments is accurate and true to the best of my knowledge.

Signature

Title

Date

UNDERUTILIZATION ANALYSIS

(To be completed by firms with twenty (20) or more employees)

COMPANY NAME: _____

DATE: _____

JOB GROUP	TOTAL	WOMEN				MINORITIES					
		UTILIZATION		AVAILABILITY		UTILIZATION		AVAILABILITY			
		NUMBER	%	NUMBER	%*	NUMBER	%	NUMBER	%*		
OFFICIALS & MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES WORKERS											
OFFICE & CLERICAL											
CRAFT WORKERS (SKILLED)											
OPERATIVES (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
COLUMN #	#1	#2	#3	#4	#5	#6	#2	#3	#4	#5	#6

* Percentage for availability should be in decimal form for ease of calculation

INSTRUCTIONS:

1. Column 1 = total in job group
2. Column 2 = total # of women or minorities in job group
3. Column 3 = Column 2 ÷ Column 1
4. Column 4 = Column 5 x Column 1 (Round up or down to nearest whole number)
5. Column 5 = Availability (See below for explanation of source)
6. Column 6 = Column 4 - Column 2 (If result is negative, enter 0.)

You may submit your own Underutilization Analysis and Goals and Timetables forms in lieu of these forms. If you need availability data, go to the MN Dept of Employment and Economic Development website for the Affirmative Action Statistics to complete the underutilization analysis. <http://mn.gov/deed/data/data-tools/affirmative-action-statistics.jsp>

GOALS AND TIMETABLES

(To be completed by firms with twenty (20) or more employees)

Job Group	Current Work Force						Underutilization (#)		* A. H. O.	Annual Goals		Ultimate Goals		
	#	%	Total	Male	Female	Minority	Minority	Female		Minority	Female	Year	Minority	Female
1	#													
	%													
2	#													
	%													
3	#													
	%													
4	#													
	%													
5	#													
	%													
6	#													
	%													
7	#													
	%													
8	#													
	%													
9	#													
	%													
	#													
	%													

* A.H.O. = Anticipated Hiring Opportunities (including all attrition plus possible expansion.)

UTILIZATION GOALS FOR PEOPLE WITH DISABILITIES

(To be completed by all firms)

Company Name _____ Date _____

Total Employees in Non-Construction Job Groups	Percentage Available	Numerical Goal
_____	x 0.10 =	_____

TENNESSEN WARNING

In accordance with the Minnesota Government Data Practices Act, the Affirmative Action Program for the City of St. Paul, is required to inform you of your rights as they pertain to the private information collected from you. Private data is that information which is available to you, but not to the public.

The information collected from you or from other agencies or individuals authorized by you is used to determine if you are in compliance with the City's Affirmative Action Program.

You are not required to provide this information; however, it is necessary to determine if you are in compliance. If you do not supply the required information, the Affirmative Action Program will not be able to consider you in compliance. The use of the private data we collect from you is limited to that necessary for the administration and management of the Affirmative Action Program Registration and verification process. Persons or agencies with whom this information may be shared include:

1. Affirmative Action Program employees
2. Members of the general public that submit a Public Data Request

Unless otherwise authorized by state statute or federal law, other government agencies utilizing any reported private data must also treat the information as private.

You may wish to exercise your rights as contained in the Minnesota Government Data Practices Act. These rights include:

3. The right to see and obtain copies of the data maintained on you,
4. Be told the contents and meaning of the data,
5. Contest the accuracy and completeness of the data.

To exercise these rights, contact: HREEO, AA/EEO Contract Compliance Officer, affirmativeaction@ci.stpaul.mn.us.

I have read and understand the above information regarding my rights as a subject of government data.

Company Name

Date

EXHIBIT N

Labor Standards

See attached.



**CITY OF SAINT PAUL
LITTLE DAVIS-BACON REQUIREMENTS.
GENERAL AND SUBCONTRACTORS AGREE
TO ABIDE BY ALL REQUIREMENTS
CONTAINED HEREIN.**

- All City of Saint Paul projects in the amount of \$25,000 dollars or more require that all workers on the job site whose duties are physical or manual be paid weekly prevailing rates (including fringe benefits).
- Workers shall be compensated at not less than one and one-half times the *basic rate of pay* plus one times the identified fringe benefit amount for all hours worked in excess of 8 per day or 40 per week on this project (whichever is greater). "Basic rate of pay" is the hourly amount listed under the "basic rate" column in the wage decision.
- Developer/prime contractor is responsible for only employing subcontractors who have certified eligibility in written contracts containing Little Davis-Bacon Requirements. Contracts cannot be awarded to businesses debarred or suspended by federal, state, or city authorities.
- Developer/prime contractor is responsible for posting the Prevailing Rates Schedule and "Notice to All Employees" (red, white, and blue poster) in a highly visible location on the job site.
- Prime, subcontractors and lower-tiers must submit a Contractor Profile form and Identification of Prime and Subs if applicable; Prime also submits Weekly Site Logs and keeps the identification of prime and sub-contractors current.
- Payrolls must be certified and submitted using **LCPtracker**. Payroll reports are due within seven (7) days after the payroll period. Non-working weeks must be recorded in LCPtracker for the weeks not onsite after the start of work on the project. The City may hold up payment if payroll is not up to date in LCP Tracker.
- BEFORE performing contract work**, self-employed and partnership contractors must submit bona fide status documentation for review and approval by the labor standards officer.
- Business owners **working with their crew** must report their wage information and can certify the payroll. Business owners **working alone** cannot certify payment of their own prevailing wage; instead they are reported on a weekly payroll prepared and certified by their engaging contractor (wage information must be reported.)

NOTE: Owners, officers, shareholders of a corporation are employees and are to be paid the prevailing rate (including fringe benefits) when working at the project site; All wage information must be included.
- Apprentices/trainees are the only workers allowed to work at a lesser rate when registered in approved apprenticeship/training programs. Submit an Apprenticeship agreement, the current level of advancement and corresponding wage information the week the apprentice first appears on the jobsite. Apprentice to journey-worker ratios must be adhered to hour-for-hour. Apprentices/trainees working alone must be paid journey-worker rates based on the trade listed on the apprenticeship agreement. **THERE ARE NOEXCEPTIONS TO THE ON-SITE RATIO.** Pre-apprentices are not allowed at a lesser rate.
- Cleaning performed during construction is subject to prevailing wage provisions. In the absence of a specific wage rate for cleaning classification, the cleaners must be paid the predetermined wage rate for laborers. Demolition related to the project is also subject to prevailing wage provisions.
- Verification of employee wage receipt may include contacting the local trade or designated benefit fund account, or contractor submission of canceled paychecks, timecards and/or stubs for week(s) specified.
- All timekeeping records (including timecards, work logs, payroll checks and stubs, etc.) must be kept on file for a period of two (2) years after the close of the project.



CITY/STATE REQUIREMENTS

Developers, general contractors, subcontractors, and lower-tier subcontractors shall comply with any of the following rules and regulations as may be applicable:

- Little Davis-Bacon Ordinance, Section 82.07, Saint Paul Administrative Code
- Minnesota Statutes §§ 177.41- 44 and Rules 5200.1000 – 5200.1120

The requirements of the Ordinance/Statutes are as follows:

- (1) **The minimum wage rates and fringe benefits established by the City of Saint Paul and/or the Minnesota Department of Labor and Industry shall be paid weekly to all on-site workers. Failure to comply with the aforementioned may result in civil or criminal penalties.**
- (2) **All workers shall be paid time-and-one-half for all overtime hours worked, meaning hours worked over 8 in a day or over 40 in a week, whichever is greater.**
- (3) **Apprentices/trainees are allowed to work at a lesser rate if they are registered in approved apprenticeship/training programs. Ratios are applied on-site and the appropriate ratio of apprentices to journey-workers must be maintained hour-for hour. (See Apprentice/Trainee Guidelines)**
- (4) **Independent Truck Owner/Operators or Multiple Truck Owner/Operators must be paid the applicable Truck Rental Rate set out by the Minnesota Department of Labor and Industry. Month-End Trucking reports must be submitted to the City of Saint Paul detailing ITO/MTO work on the project. (See Trucking Guidelines.)**
- (5) **The developer, prime contractor and any subcontractors are required to:**
 - **Provide any noted and/or requested contract compliance-related data electronically in the online Contract Compliance System;**
 - **Respond to any instruction or request for information by any noted response/due date; and**
 - **Check the online Contract Compliance System on a regular basis to manage contact information and payroll records.**

The developer (or prime contractor) is responsible for ensuring all prime contractors, and/or subcontractors have completed all requested items and that their contact information is accurate and up-to-date.

Documents to be attached to all bid specifications, contracts, subcontracts and lower-tier subcontracts for this project include, but are not limited to:

- General Requirements;
- Applicable Prevailing Wage Rates;
- Apprentice/Trainee Guidelines; and
- Bona Fide Self-Employed/Independent and Partnership Subcontractor Status

A City Poster and the Prevailing Wage Rate Data **must be** posted at the construction site in a visible location.

FOR ASSISTANCE OR SPECIFIC INFORMATION CONTACT:

Ethan Hansing • 15 W. Kellogg Blvd., St. Paul, MN 55102 •
651-266-8921 ethan.hansing@ci.stpaul.mn.us



NOTICE TO CONTRACTORS

The prevailing wage rates certified and published by the Minnesota Department of Labor and Industry apply to all City of Saint Paul Projects (with limited exceptions) in the amount of \$25,000 dollars or more involving new construction, demolition work, or repair work to public and private property. Rates will apply based on construction type, and are subject to change until the date of advertisement.

Wage decisions published by the Minnesota Department of Labor & Industry (DOLI) at the time the contract is signed will be locked in for the duration of the project, provided construction begins within 90 days of contract signing. After 90 days, wage decisions will be updated to the construction start date. **This wage decision may or may not be locked into the contract.**

It is the responsibility of the recipient of City money (e.g., business owner, developer, prime contractor, etc.) to check with City of St. Paul staff to determine whether the wage decision has been updated prior to commencement of construction, regardless of when contract was signed.

Project Defined:

A project consists of all construction necessary to complete a facility or infrastructure regardless of the number of contracts involved, as long as all the contracts awarded are closely related in purpose, time, and place to the work being performed. All work necessary to complete a project, including, but not limited to, buildings (including mixed-use development), public works projects, residential developments, and parks will be subject to prevailing wage requirements unless specifically exempted by the St. Paul Labor Standards Unit. Recipients of City money will not be allowed to break up individual components of a project for purposes of avoiding prevailing wage requirements.

Site Visits

Contractors shall permit City Contract Compliance Staff to conduct unannounced visits to the worksite to interview workers to verify compliance with prevailing wage. If necessary, compliance staff shall check in at the trailer. However, compliance staff must be allowed to conduct interviews unaccompanied by construction staff.

CONSTRUCTION DEFINITIONS:

1. Commercial construction

Commercial construction means all building construction projects exclusive of residential construction.

2. Highway and heavy construction

Highway and heavy construction" means all construction projects which are similar in nature to those projects based upon bids as provided under Minnesota Statutes, section 161.32 for the construction or maintenance of highways or other public works and includes roads, highways, streets, airport runways, bridges, power plants, dams, and utilities.

3. Residential construction or agricultural construction

Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations.

This contract incorporates by reference all the terms and conditions contained in the Prevailing Wage Policy and Procedure Manual, which can be found at: <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/labor>

ADDITIONAL REQUIREMENTS

The hourly rates, including overtime rates, contained in the wage decision provided in this contract are the minimally-required hourly rates that must be paid to all construction workers on this project, and supersede all other rates, including journeyman rates agreed to between a contractor and a union contained in a collective bargaining agreement or elsewhere.

If a project contains only City money, the City will enforce the apprentice rate guidelines specified in the agreement between the union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce the apprentice ratios pursuant to the contract between the contractors and the union only after obtaining authorization from both parties.

IMPORTANT NOTICE REGARDING EMPLOYEE DATA:

When you enter your payroll data you will be required to provide each worker's craft/trade (e.g., carpenter, electrician, etc.), last four digits of their Social Security Number, rate of pay, benefits, withholdings, deductions and home address and phone number. Providing this information is required, unless you receive an exemption from the city.

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 27, 2021. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 6, 2021, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 20, 2021.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows:

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$54.45	\$37.35	\$91.80
	Increase May 1, 2022	\$55.95	\$37.35	\$93.30
Region 2	Certification date	\$46.75	\$37.35	\$84.10
	Increase May 1 2022	\$49.61	\$37.35	\$86.96
Region 3	Certification date	\$29.91	\$37.35	\$67.26
Region 4	Certification date	\$46.44	\$37.35	\$83.79
Region 5	Certification date	\$31.91	\$37.35	\$69.26
Region 6	Certification date	\$51.15	\$37.35	\$88.50

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	\$44.10	\$37.35	\$81.45
Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$48.10	\$37.35	\$85.45
Region 10	Certification date	\$44.45	\$37.35	\$81.80

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$29.76	\$51.50	\$81.26
Region 2	Certification date	\$34.38	\$51.50	\$85.88
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$53.73	\$51.50	\$105.23
Region 5	Certification date	\$33.46	\$51.50	\$84.96
Region 6	Certification date	\$51.25	\$51.50	\$102.75
Region 7	Certification date	\$40.15	\$51.50	\$91.65
Region 8	Certification date	\$35.36	\$51.50	\$86.86
Region 9	Certification date	\$48.20	\$51.50	\$99.70
Region 10	Certification date	\$37.40	\$51.50	\$88.90

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Tractor Trailer Rental Rate
Region 1	Certification date	\$55.10	\$54.96	\$110.06	\$11.46	\$121.52
	Increase May 1, 2022	\$56.60	\$54.96	\$111.56	\$11.46	\$123.02
Region 2	Certification date	\$48.77	\$54.96	\$103.73	\$11.46	\$115.19
	Increase May 1, 2022	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$35.25	\$54.96	\$90.21	\$11.46	\$101.67
Region 5	Certification date	\$35.26	\$54.96	\$90.22	\$11.46	\$101.68
Region 6	Certification date	\$51.80	\$54.96	\$106.76	\$11.46	\$118.22
Region 7	Certification date	\$35.55	\$54.96	\$90.51	\$11.46	\$101.97
Region 8	Certification date	\$35.50	\$54.96	\$90.46	\$11.46	\$101.92
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$36.75	\$54.96	\$91.71	\$11.46	\$103.17

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation (MnDOT) highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Roslyn Robertson,
DLI commissioner



The LCPtracker™ service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction, accounting, and payroll programs. The service eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. The service also generates audits, logs and correspondence.

All contract-specific wage rates and worker classifications are online, within the system, and contractors select classifications from a menu. Worker information is entered once and then remains in the system accessible to all of the Agencies' public works contract activity. Potential errors in wage rates or worker classification entries are flagged to contractors preemptively, allowing contractors to correct data prior to submittal.

A few of the immediate benefits conferred by the use of LCPtracker™ are:

- LCPtracker™ confirms rates and classifications prior to allowing contractors to submit payroll or payroll-related documents to the City of Saint Paul.
- All reports are available instantly to contractors in hardcopy and electronic formats.
- No need to mail in paperwork. Payrolls will be submitted electronically. There is an audit trail of all submitted records and all correspondence between the City of Saint Paul and the contractors.

There is no cost to contractors for this service. The successful bidder (contractors with city contracts,) will be given access to the system. On-line training is provided at no cost. Contractors may access the training after receiving login i.d. and password. An email with login instructions will be sent to contractors once they're assigned to a contract in LCPtracker™. Questions may be directed to Ethan Hansing at 651-266-8921, or emailed to Ethan.Hansing@ci.stpaul.mn.us. Complete and full support is also offered directly to contractors by LCPtracker™ for any technical questions on the use of the service. Contact **LCPtracker Support at 714-669-0052, #4** or support@lcptracker.com.

In the event a complaint is submitted to the City, City staff must be able to reasonably determine how much an employee was paid at an hourly rate. City staff might request copies of the employer's internal payroll records if City staff suspect submitted payroll do not accurately reflect what workers were paid. Failure of contractor to maintain adequate internal payroll records will result in City interpreting evidence, including statements made by workers, in a light most favorable to the workers.

P.O. Box 187
Orange, CA 92856-6187
(714) 669-0052
www.lcptracker.com



CITY OF SAINT PAUL APPRENTICESHIP REQUIREMENTS

APPRENTICES/TRAINEES

WAGES	An Apprentice/Trainee can be paid less than the wage rate listed in the wage decision for his/her work classification if he/she is registered in an approved apprenticeship/training program.
PROGRAMS	Approved programs are registered with the Department of Labor (DOL) or a DOL recognized State Apprenticeship Agency (SAC). Apprentices/trainees are paid wage rates in accordance with the wage schedule in the approved program. If a project contains only City money, the City will enforce the apprentice ratio guidelines specified in the agreement between the Union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce apprentice ratios pursuant to the contract between the contractor and the Union only after obtaining authorization from both parties.
REQUIREMENTS	Submit the following to the City at ContractCompliance@ci.stpaul.mn.us . The City will let you know when apprentice rates have been created. <ul style="list-style-type: none"> ● A copy of the Apprenticeship Agreement; ● The current level of advancement (include “apprentice” and the hour or percentage level with the work classification on your payroll reports); and ● A copy of YOUR registered/approved program wage rates and ratios.
LIMITATIONS	The maximum number of apprentices/trainees you can use on the job site cannot exceed the ratio of apprentices/trainees to journey workers allowed in the approved program. Ratios are applied hour-for-hour at the project site. You will be required to pay wage restitution for ratio violations. NOTE: If the program does not have onsite apprenticeship ratios, your company will be required to follow the apprenticeship ratios promulgated by the Minnesota Department of Labor and Industry.

PROBATIONARY APPRENTICES

Probationary Apprentices can be paid as an apprentice **if**:

- The DOL or SAC has certified that the person is eligible for probationary employment as an apprentice; and
- Verification of this is submitted to your engaging contractor or other designee.

PRE APPRENTICES (an individual not registered in a program)

A Pre-apprentice must be paid the full journey worker rate on the wage decision for the classification of work they perform.

HELPERS/ASSISTANTS

Helpers are not allowed to work at a lesser rate of pay on State and Federally-funded projects.

R.U.C.S (RESIDENTIAL UTILITY CARPENTERS)

R.U.C.s are not allowed to work at a lesser rate of pay on State and Federally-funded projects.



CITY OF SAINT PAUL LITTLE DAVIS-BACON REQUIREMENTS FOR BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS

REQUIREMENTS

- All “self-employed” and “partnership” businesses must provide bona fide status demonstration prior to performing work at the project site. Failure to demonstrate contractor/subcontractor status may result in payment delay and possible contract/subcontract agreement cancellation
- All “self-employed” and “partnership” businesses must have executed and provided a written contract/subcontract agreement (containing the Little Davis-Bacon Labor Standards Requirements and applicable Prevailing Wage Rates) for their work performance to the labor standards contract administrator assigned to this project.

Bona Fide SELF-EMPLOYED SUBCONTRACTOR Status Demonstration

All self-employed contractors/subcontractors must submit copies of 4 of the 6 the documents listed below:

- (1) Identification of a registered trade name and location of telephone listing under that name;
- (2) Contractor’s license;
- (3) A subcontractor’s bond;
- (4) Proof of worker’s compensation insurance coverage;
- (5) Copy of previous tax year’s income tax filing;
- (6) Any other determination regarding status as defined by the State or Federal Department of Revenue

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.

Bona Fide PARTNERSHIP Subcontractor Status Demonstration

If the subcontractor is a partnership, the following must be submitted for approval prior to starting work on the site:

- (1) A copy of the executed partnership agreement;
- (2) Federal and State Tax Identification Numbers applicable to the partnership agreement; and
- (3) A copy of the previous tax year’s filing, including Schedule E

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.



BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS DOCUMENTATION LOG

Pursuant to the 82.07 of the Administrative Code, all contractors awarded contracts with the City of Saint Paul in the amount of \$25,000 or more involving either new construction work or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, buildings, or any other public work involving the improvement of public or private property, including the removal of public nuisances, **are required** to provide the information detailed in the **BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS SHEET**. Return this log to the Labor Standards Compliance Officer with requested documentation as proof of bona-fide self employed subcontractor status. Use additional forms if necessary.

Project Name: _____ Date: _____

Prime Contractor: _____

Contact Name: _____

Address: _____

Telephone: _____

DIRECTIONS: Please list each subcontractor separately below and circle the type of documentation provided for each subcontractor.

1. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

2. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

3. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

4. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

5. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

City Contact Information: City of Saint Paul,
15 Kellogg Blvd. W, #280, Saint Paul, MN 55102
ethan.hansing@ci.stpaul.mn.us



CITY OF SAINT PAUL TRUCKING GUIDELINES

DEFINITION:

An Independent Truck Operator/Owner (ITO) is an individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity, which provides construction services for a city project.

REQUIREMENTS:

- Pursuant to Section 82.07 of the Saint Paul Administrative Code, Minnesota Statutes 177.41-44, and Minnesota Rules 5200.1100-1102, Independent Truck Operator/Owners must be paid in accordance with the Minnesota Department of Labor and Industry Truck Rental Rates.
- Contractors using ITOs must provide the City with bona fide demonstration of status of such entities upon request by the City anytime before or during life of project. The contractor must provide:
 - (1) A Cab Card;
 - (2) Valid Driver's License and Registration;
 - (3) A copy of the previous year's tax filing; and
 - (4) Any other determination regarding status as defined by the State or Federal Department of Revenue.
- Proof of payment in the form of monthly trucking reports or certified payroll reports may be requested by the City.

EMPLOYEE TRUCK DRIVERS:

Truckers employed by the engaging contractor or subcontractor must be paid the prevailing wage rate according to the applicable job classification in the bid specifications, or if unavailable, pursuant to the Minnesota Department of Labor and Industry Prevailing Wage Rates, and must be included on employee payrolls.

IMPORTANT:

**Failure to provide the requested documentation will disallow the "ITO status"
And the individual(s) will be included on the engaging contractor's payroll
as employees, receiving pay as identified by the Prevailing Wage Rates
applicable to the project.**



**CITY OF SAINT PAUL
DEPARTMENT OF HUMAN RIGHTS & EQUAL ECONOMIC
OPPORTUNITY**

**APPLICATION OF PREVAILING WAGE RATE
PROVISIONS TO TRUCKERS HAULING MATERIALS**

Pursuant to Section 82.07 of the City of Saint Paul Administrative Code, the City of Saint Paul requires all contractors to comply with the standards set forth in Minnesota Rules 5200.1106 to determine activities considered to be work under a contract for which payment of truck rental rates is required. The standards are as follows:

A. Work performed by employees of a contractor or subcontractor that operates an asphalt or concrete plant, that was moved into a gravel pit, borrow pit, or other location not on the project, primarily to serve public works projects is considered work under the contract including the contractor's employees loading the equipment hoppers with materials obtained from the pit regardless of whether the pit meets the definition of commercial establishment.

B. The following hauling activities are included in hours worked and considered work under the contract for purposes of payment of the truck rental rate:

1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the trucks leave the work site at some point;
2. The delivery of materials from any facility that does not meet the requirements of a commercial establishment to the project and the return haul to the starting location either empty or loaded;
3. The delivery of materials from another construction project site to the public works project and the return haul empty or loaded is considered work under the contract. Construction projects are not considered a commercial establishment;
4. The hauling required to remove any materials from the public works project to a location off the project site and the return haul if empty or if loaded from other than a commercial establishment;
5. The delivery of materials or products by trucks hired by a contractor, subcontractor, or agent thereof, from a commercial establishment; and
6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.

The following hauling activities are not included in hours worked and are not considered work under the contract for purposes of payment of the truck rental rate:

1. The delivery of processed or manufactured goods to a Public Works project by the employees of a commercial establishment including truck-owner operators, hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place; or
2. Multiple site hauling operations include secondary hauling activities in addition to the hauling of materials on and off the Public Works project in order to complete the truck's round trip haul. The hauling of materials or products between these secondary off-site facilities as part of a multiple site hauling operation is not considered work under the contract as long as the time hauling between the secondary sites is properly documented in the trucking records and the time spent hauling on and off the project is properly compensated

NOTE: Employee truckers must be paid the applicable prevailing wage rate. See *City of Saint Paul Trucking Guidelines* for further information.



CONTRACTOR PROFILE

All General contractors must complete this form. Subcontractors: Complete this form if you need a new account set up in LCP Tracker or you need your account/contact Info updated in LCP Tracker.

Project Name: _____

Business Name: _____ **Federal Tax ID #:** _____

Address: _____

Phone #: _____ **Fax #:** _____

Our agreement/contract dated _____ is with _____ in the amount of \$ _____

For _____
(Identify specific contract work)

Will you sub out any of your contract work? _____ If yes, please identify subs: _____

Person authorized to certify (sign) payroll reports: _____

Person submitting electronic payroll reports: _____ Email: _____

Identify work classifications (as listed in project wage decision) you anticipate using, base rate of pay, and total wage payment:

<u>Work Classification</u> (Group #, if applicable. Add pages if necessary)	<u>Base Rate of Pay</u>	<u>Total Wage Payment</u> (base +fringes)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Check (A), (B) or (C) identifying how fringe benefits are paid to your workers:

(identify for each employee working on the project, include: hourly fringe amounts, provider/company name if applicable, & how often contribution is made):

- (A) _____ included with pay check in the amount of \$ _____;
- (B) _____ funded (with trustee or third party) fringe benefit plan in the hourly amounts indicated below:
- (C) _____ unfunded* (company-paid) fringe benefit plan in the hourly amounts indicated below

Benefit funds are deposited into Account #(s) _____ and are maintained by (agency name & address):

_____ Phone #: _____

IF FUNDS ARE MAINTAINED BY A THIRD PARTY FRINGE BENEFIT PLAN, PLEASE ATTACH A CURRENT LETTER FROM THE FUND ADMINISTRATOR.

Owner/Principal Officer & Title (PLEASE PRINT) _____

Owner/Principal Officer Signature _____

Date _____

IS THIS A SOLE PROPRIETORSHIP OR PARTNERSHIP BUSINESS? Yes No

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)



Form required for Prevailing Wage, AAVEEO, HUD Section 3, and Vendor Outreach
Submit completed form to: Contract Compliance & Business Development
 15 West Kellogg Blvd, Room 280
 Saint Paul, MN 55102-1681

Phone: 651-266-8900, Fax: 651-266-8919
 Email: contractcompliance@stpaul.gov

Project: _____ Bid #: _____ Est. Construction Cost: _____ VOP Goal: \$ _____ %

Please identify all sub-contractors (including material suppliers) you intend to utilize on this project. Identify all suppliers with an (S). Identify Minority Owned, Women Owned, Small, and Section 3 businesses with **MBE, WBE, SBE, or Sec 3** respectively. Please identify Certified Vendors. **Form must be updated and submitted when you add, delete, or make other changes to the list.**

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
PRIME:	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
SUBS: 1	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
9	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

RETURN COMPLETED FORM TO: ContractCompliance@ci.stpaul.mn.us



**CITY OF SAINT PAUL
CONTRACT COMPLIANCE (LITTLE DAVIS-
BACON) COMPLIANCE CHECKLIST FOR
CONTRACTORS**

Project Name: _____

Business Name: _____

Are you a subcontractor? Yes No Prime Contractor Name: _____

◆
► **Instructions:** After receiving this Packet from the project manager, please complete the steps in Phase I immediately. Check boxes next to applicable items as they are completed.

PHASE I: PRIOR TO PROJECT START

- Submit Contractor Profile Form
- Submit Contractor Prime / Sub ID Sheet
- Submit Bona-Fide Self-Employed Subcontractor Status Demonstration (*check only if this applies to the project*)
- Submit ITO/MTO Status Demonstration (*check only if this applies to the project*)
- Submit the following apprenticeship documentation – for each apprentice:
 - Apprenticeship agreement
 - Level of apprenticeship
 - Current union wage scale
 - Rate breakdown: ❶ Hourly Rate ❷ Fringe Rate (hourly) ❸ Total Rate
 - On-site apprenticeship ratios – per the union agreement. *Must be provided by the union.*
- Make sure your company is signed up and assigned to a project in LCPtracker
- Prime Contractors: In LCPtracker, assign your subcontractors to the project and enter your employee information
- Subcontractors: Enter your employee information into LCPtracker

◆
► **Instructions:** Items in Phase II are due on a rolling basis, and require consistent monitoring on the part of the contractor. Please pay close attention to the deadlines. Check boxes next to applicable items as they are completed.

PHASE II: CONSTRUCTION

- Submit known apprenticeship documentation (see requirements above)
- Contact Compliance if unsure about wage rate or job classification
- Submit payrolls 7 days after the pay period ends
- Submit payrolls for non-work weeks (once your company has begun work on the project)
- Submit month end trucking reports (*check only if this applies to the project*)

◆
► **Instructions:** Check boxes next to applicable items as they are completed. When you have completed work on a project, it is very important to signify completion in LCPtracker. This is the final step of compliance.

PHASE III: PROJECT END

- Follow-up with the Compliance Officer to ensure you are in compliance.
- Indicate your last payroll on the project as “Final” in LCPtracker
- Sign, date, and submit this completed checklist to the Compliance Officer

Signature: _____ Date: _____
(principal/owner)

For questions, contact:
Ethan Hansing • Contract Compliance • 15 W. Kellogg Blvd., St. Paul, MN 55102
• 651-266-8921 ContractCompliance@ci.stpaul.mn.us

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON CITY OF SAINT PAUL OR CITY OF SAINT PAUL ASSISTED CONSTRUCTION PROJECTS

MINIMUM WAGES

You must be paid not less than the wage rate listed in the Wage Decision posted with this Notice for the kind of work you perform

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week – whichever is greater. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future City of Saint Paul contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact City Contract Compliance listed below:



SAINT PAUL
HUMAN RIGHTS & EQUAL
ECONOMIC OPPORTUNITY

City Contract Compliance

651-266-8966

www.stpaul.gov/HREEO

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN CON LA CIUDAD DE SAINT PAUL O CON ASISTENCIA DE LA CIUDAD DE SAINT PAUL

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se la ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de ocho al día, o 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos con la Ciudad de Saint Paul hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto la Ciudad de Saint Paul que aparece abajo:



SAINT PAUL
HUMAN RIGHTS & EQUAL
ECONOMIC OPPORTUNITY

City Contract Compliance
651-266-8966
www.stpaul.gov/HREEO

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 62

County Name: RAMSEY

Effective: 2023-12-26 Revised: 2024-02-05

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
 Prevailing Wage Section
 443 Lafayette Road N
 St Paul, MN 55155
 (651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: RAMSEY (62)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-12-26	28.29	20.41	48.70
		2024-05-01	30.04	21.16	51.20
104	FLAG PERSON	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
105	WATCH PERSON	2023-12-26	38.03	23.39	61.42

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2024-05-01	39.76	23.89	63.65
106*	BLASTER	2023-12-26	34.15	19.64	53.79
107	PIPELAYER (WATER, SEWER AND GAS)	2023-12-26	42.40	23.49	65.89
		2024-05-01	45.13	24.24	69.37
108*	TUNNEL MINER	2023-12-26	40.40	23.49	63.89
		2024-05-01	43.13	24.24	67.37
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-12-26	40.40	23.49	63.89
		2024-05-01	43.13	24.24	67.37
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2023-12-26	46.99	25.20	72.19
202*	BOOM TRUCK	2023-12-26	44.91	25.20	70.11
		2024-04-29	46.51	26.40	72.91

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
203	2023-12-26	28.29	20.41	48.70
	2024-05-01	30.04	21.16	51.20
204*	2023-12-26	41.73	22.85	64.58
205*	2023-12-26	37.05	19.39	56.44
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				
GROUP 2	2023-12-26	43.38	25.20	68.58
	2024-04-29	45.61	26.40	72.01
306				
308				
GROUP 3	2023-12-26	42.81	25.20	68.01
	2024-04-29	45.01	26.40	71.41
309				
310				
312				
314				
316				
320				
322				
GROUP 4 *	2023-12-26	42.49	25.20	67.69
	2024-04-29	44.67	26.40	71.07
323				
324				
325				
327				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
328				
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329				
BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330				
CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331				
CHIP HARVESTER AND TREE CUTTER				
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334				
CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335				
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336				
CURB MACHINE				
337				
DIRECTIONAL BORING MACHINE				
338				
DOPE MACHINE (PIPELINE)				
340				
DUAL TRACTOR				
341				
ELEVATING GRADER				
345				
GPS REMOTE OPERATING OF EQUIPMENT				
347				
HYDRAULIC TREE PLANTER				
348				
LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349				
LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350				
MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352				
PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354				
PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356				
POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357				
PUGMILL				
359				
RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360				
SCRAPER				
361				
SELF-PROPELLED SOIL STABILIZER				
362				
SLIP FORM (POWER DRIVEN) (PAVING)				
363				
TIE TAMPER AND BALLAST MACHINE				
365				
TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5	2023-12-26	39.33	25.20	64.53
	2024-04-29	41.36	26.40	67.76
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
379				
381				
382				
383				
384				
385				
GROUP 6 *	2023-12-26	38.06	25.20	63.26
	2024-04-29	40.02	26.40	66.42
387				
389				
391				
393				
395				
396				
397				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1	2023-12-26	49.25	25.20	74.45
	2024-04-29	51.03	26.40	77.43
501				
502				
503				
GROUP 2	2023-12-26	48.88	25.20	74.08
	2024-04-29	50.64	26.40	77.04
504				
505				
506				
507				
GROUP 3	2023-12-26	47.35	25.20	72.55
	2024-04-29	49.05	26.40	75.45
508				
509				
510				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
511				
512				
513				
514				
GROUP 4	2023-12-26	46.99	25.20	72.19
	2024-04-29	48.68	26.40	75.08
515				
516				
517				
518				
519				
520				
GROUP 5	2023-12-26	44.91	25.20	70.11
	2024-04-29	46.51	26.40	72.91
521				
522				
523				
524				
525				
526				
527				
528				
529				
530				
531				
532				
533				
534				
GROUP 6 *	2023-12-26	43.28	25.20	68.48
	2024-04-29	44.82	26.40	71.22
535				
536				
537				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
538				
GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539				
TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7	2023-12-26	42.06	25.20	67.26
	2024-04-29	43.55	26.40	69.95
541				
AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542				
BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543				
CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544				
FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545				
OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546				
PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547				
PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8	2023-12-26	39.88	25.20	65.08
	2024-04-29	41.28	26.40	67.68
548				
ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549				
GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550				
MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS				
GROUP 1	2023-12-26	39.81	22.73	62.54
601				
MECHANIC . WELDER				
602				
TRACTOR TRAILER DRIVER				
603				
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2	2023-12-26	36.43	22.70	59.13
	2024-05-01	38.39	23.70	62.09
604				
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3 *	2023-12-26	22.50	6.50	29.00
605				
BITUMINOUS DISTRIBUTOR DRIVER				
606				
BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607				
THREE AXLE UNITS				
GROUP 4 *	2023-12-26	25.50	9.42	34.92

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
608					
609					
610					
611					
612					
613					
614					
615					
616					
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2023-12-26	49.04	31.70	80.74
702	BOILERMAKERS	2023-12-26	44.37	30.55	74.92
		2024-01-01	46.00	31.93	77.93
703	BRICKLAYERS	2023-12-26	45.47	25.76	71.23
		2024-05-01	48.51	25.76	74.27
704	CARPENTERS	2023-12-26	43.94	27.89	71.83
		2024-04-29	46.49	27.89	74.38
705	CARPET LAYERS (LINOLEUM)	2023-12-26	43.65	25.53	69.18
		2024-04-29	46.20	25.53	71.73
706	CEMENT MASONS	2023-12-26	46.46	23.47	69.93
		2024-04-29	49.21	23.47	72.68
707	ELECTRICIANS	2023-12-26	50.74	34.06	84.80
708	ELEVATOR CONSTRUCTORS	2023-12-26	57.49	43.71	101.20
		2024-01-01	59.95	44.53	104.48
709	GLAZIERS	2023-12-26	46.73	25.50	72.23
		2024-06-03	49.73	25.50	75.23
710*	LATHERS	2023-12-26	45.40	25.40	70.80
		2024-04-29	47.95	25.40	73.35
712	IRONWORKERS	2023-12-26	43.00	34.11	77.11

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2024-04-28	46.00	34.11	80.11
714	MILLWRIGHT	2023-12-26	41.70	31.81	73.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2023-12-26	42.40	26.49	68.89
		2024-04-29	44.70	26.49	71.19
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2023-12-26	43.53	27.91	71.44
		2024-05-01	47.03	27.91	74.94
717	PIPEFITTERS . STEAMFITTERS	2023-12-26	53.94	33.30	87.24
		2024-05-01	57.14	33.30	90.44
718	PLASTERERS	2023-12-26	45.98	23.99	69.97
		2024-06-01	48.78	23.99	72.77
719	PLUMBERS	2023-12-26	52.60	31.10	83.70
720	ROOFER	2023-12-26	44.65	21.89	66.54
		2024-05-06	46.65	21.89	68.54
		2024-11-04	48.65	21.89	70.54
721	SHEET METAL WORKERS	2023-12-26	50.46	33.32	83.78
722	SPRINKLER FITTERS	2023-12-26	51.26	34.10	85.36
723*	TERRAZZO WORKERS	2023-12-26	45.32	22.29	67.61
724	TILE SETTERS	2023-12-26	40.83	29.15	69.98
		2024-04-29	43.43	29.15	72.58
725*	TILE FINISHERS	2023-12-26	33.53	23.32	56.85
		2024-04-29	35.61	23.32	58.93
726	DRYWALL TAPER	2023-12-26	40.12	28.08	68.20
		2024-04-29	42.86	28.08	70.94

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
727	WIRING SYSTEM TECHNICIAN	2023-12-26	44.61	20.16	64.77
728	WIRING SYSTEMS INSTALLER	2023-12-26	31.25	16.34	47.59
729	ASBESTOS ABATEMENT WORKER	2023-12-26	37.63	23.36	60.99
		2024-01-01	39.86	24.11	63.97
730	SIGN ERECTOR	2023-12-26	32.37	19.40	51.77
		2024-06-01	34.12	19.40	53.52

EXHIBIT O

Vendor Outreach

See attached.

VENDOR OUTREACH PROGRAM

Human Rights & Equal Economic Opportunity

The goal of the Vendor Outreach Program (“VOP”) is to encourage contracting with local small business

VOP helps local small, small minority-owned and small woman-owned businesses take part on City contracts. The Saint Paul Administrative Code (chapter 84) governs VOP. Generally, there is a \$50,000 threshold for VOP applicability. A small business set-aside program does exist for contracts under \$50,000, in certain circumstances.

VOP strives to award as many purchases goods, services, and construction to eligible local businesses. The Central (CERT) Certification Program certifies eligible businesses. Generally, there is a goal to award at least 25% of opportunities to certified businesses. The 25% business inclusion is broken down as follows

- 5% to minority-owned business enterprises (MBE)
- 10% to woman-owned business enterprises (WBE)
- 10% to other small business enterprises (SBE).

However, VOP evaluates each project and contract on its own. Goals may vary for several reasons, such as actual available business opportunity.

The federal DBE program will govern certain City contracts. If that is the case, you are subject to DBE requirements and not VOP. If DBE applies, information pertaining to such requirements will be included.

Procedure

Under VOP, you must seek vendors that are currently certified. The searchable database of certified companies is at <https://cert.smwbe.com>. There is information on this page explaining how to get a Vendor List or access. CERT staff will attempt to respond to your request within 2 business days. You will report on VOP through our online Contract Compliance Monitoring Software, B2Gnow.

How a business can be certified

Generally, businesses can be certified if they are located in the eligible area and qualify as a small business. Once a business meets those two qualifications, they can also certify as being woman-owned or minority-owned.

Eligible businesses may be located in any of the following counties: Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington Wright, Pierce (WI), St. Croix (WI).

Whether a business qualifies as small depends on their revenue and their applicable NAICS codes. Certain types of businesses (such as subsidiaries and franchisees) may not be eligible for certification. For specific information please e-mail cert@ci.stpaul.mn.us or call 651-266-8900 and ask for CERT staff.



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: 651.266.8900
Facsimile: 651.266.8919
TDD: 651.266.8977

City of Saint Paul Vendor Outreach Program Good Faith Effort Standards

Excerpted From Chapter 84 of the Saint Paul Administrative Code

The steps listed below are not a checklist, but rather a set of guidelines meant to provide various ways to exhibit good faith efforts. This is not an exhaustive list. To truly display a good faith efforts showing within the spirit of the Saint Paul Administrative Code good faith efforts will be evaluated throughout the life of the contract. If a contract fails to meet the VOP goals at the end of the contract, appropriate documentation must be submitted to the Vendor Outreach Coordinator explaining why.

- (a) *Good faith efforts required.* On any contract with the City where a contracting party has failed to meet the established level of certified vendor participation, good faith efforts to meet such levels must be shown. Levels of certified vendor participation are evaluated throughout the duration of the contract.
- (b) *Factors to be considered.* When determining whether a good faith effort has been established the City will consider all relevant efforts, including but not limited to the following factors:
- (1) List each possible subcontract opportunity in the contract, indicating where possible the NAICS Code (or NIGP Code) of such work, seeking the assistance of the department in ascertaining such subcontract opportunities.
 - (2) Obtain access to the CERT Certified Vendor Online Directory or an exported list of the CERT certified businesses from CERT staff and search for current CERT certified SBEs, MBEs and WBEs.
 - (3) Attend all pre-bid and pre-construction conferences to obtain information about the Vendor Outreach Program, the levels of participation of CERT certified SBEs, MBEs, and WBEs, and the outreach requirements herein.
 - (4) Request assistance from local small business related organization; minority and women community organizations; minority and women contractor groups; or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.
 - (5) Solicit bids from CERT certified SBEs, MBEs and WBEs, which have been identified as being available and capable of performing the necessary work for the business opportunity within the contract within sufficient time for such business to provide a response, but at no time less than (10) business days prior to bid opening, by phone, fax, electronic mail, internet or other social media.
 - (6) Advertising available business opportunities in local papers, minority publications, and women publications.
 - (7) Solicit bids from a minimum of three (3) such certified businesses for each business opportunity available within the contract. Bidders who continuously list the same certified SBEs, MBEs and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to have made good faith efforts.
 - (8) Provided plans and specifications; information regarding the location of plans and specifications; or other necessary information regarding the opportunity to SBEs, MBEs and WBEs in a timely manner.

- (9) Where applicable, advise and make efforts to assist interested CERT certified SBEs, MBEs and WBEs to obtain bonds, lines of credit or insurance, or other potential capacity barriers required to perform the contract.
- (10) Submit documentation if responses from CERT certified SBEs, MBEs or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.
- (11) Encourage potential SBE, MBE and WBE candidates to become CERT certified.

(c) *Failure to meet good faith efforts.*

- (1) A contracting party who fails to meet established goals and provide sufficient good faith efforts shall be subject to a penalty, the amount of which shall be calculated as follows:

The difference between the established Vendor Outreach Program goal based off of the available business opportunity on the contract that failed to establish good faith efforts and the actual goal achieved/actual amount contracted with CERT certified businesses.

- (2) Additionally, a contracting party who fails to meet established goals and provide sufficient good faith efforts on a project will be deemed a non-responsible bidder and placed on a list of ineligible bidders for a period of one year. During the period of ineligibility, the contracting party may request a review of its subsequent efforts to work with SBEs, MBEs, and WBEs on projects with other entities within the Marketplace for the purpose of being removed from the list and reinstated as an eligible bidder.
- (3) A contracting party found to have failed to provide good faith efforts shall be notified in writing of the determination. The notice must contain the amount of penalty being imposed, the date upon which placement on the ineligible list occurs, and the method for appealing the determination.



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: 651.266.8900
Facsimile: 651.266.8919
TDD: 651.266.8977

VENDOR OUTREACH PROGRAM-PRIME CONTRACTOR PROCESS OVERVIEW

Directions: Once you receive the Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- ❖ Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified vendor list on <https://cert.smwbe.com/> (see “Vendor Lists” in the left hand column to request an updated list)
- ❖ Submit VOP ID of Prime & Subs Sheet (this will be an Excel spreadsheet)
- ❖ Log into B2Gnow and click on the relevant project/contract
 - If you do not see your project/contract listed on your dashboard then the contract has not been inserted into the database. Please e-mail contractcompliance@ci.stpaul.mn.us and provide the contract amount, contract start date, contract end date, and a primary contact person. Please indicate: “Request for B2Gnow Project Setup” in the subject line.
- ❖ The prime must insert all vendors into B2Gnow
 - **NOTE:** Listing all vendors includes first tier, second tier, third tier, etc. subs and suppliers. The prime may delegate to first tier subs to report their second tier subs, and so on.
 - Please go to <https://stpaul.diversitycompliance.com> and login using your username and password. If you have forgotten your username and/or password, your e-mail address is your username and if you need to reset your password, there is link on the login page that reads “Forgot Password”. Place your username in the field provided and the system will send you a temporary password.
 - Once logged in, click on the contract you wish to add subs. At the top of the page you should see a tab entitled “Subs.” Click on this tab. Once on the page, you should see a button (closer to the top) that reads “Add Subcontractor.” Click this. Once on this page, start typing the company name in the “Vendor” search window. If the vendor is listed in our database a dropdown list should appear. If it is not, then you will need to click the red “Get Vendor.” If, after clicking the red “Get Vendor” you are unable to find the vendor, the vendor will need to be added to the database.
- ❖ Once all subcontractors are added to the database, they will need to be approved before the prime can insert a payment. As a result, **make sure subs are inserted prior to a Draw Request.** If all subs to date are not inserted prior to a Draw Request, **VOP will not approve the Draw Request until the most recent Sub ID sheet corresponds with the subs in B2Gnow.**

PHASE II: CONSTRUCTION:

- ❖ After subs are approved, the prime **must** insert all payments made to the subs by clicking on the “Compliance Audit List” tab at the top of the page.
- ❖ After a payment is entered for a sub, the sub will be notified by B2Gnow and will need to confirm the payment.
 - To “Confirm” a payment the sub will need to login to B2Gnow at <https://stpaul.diversitycompliance.com>. Once logged in, the sub should see the “Data dashboard” form there he/she can click on the appropriate contract and “Confirm” the payment amount made to him/her.
- ❖ **NOTE: If payments to subs are not inserted in B2Gnow and confirmed prior to a Draw Request, this will hold up approval of Draw Requests.**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- ❖ Verify that all subs and all payments to subs have been entered into B2Gnow.
- ❖ Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- ❖ Verify that all subs have confirmed all payments prior to the final draw request.
- ❖ Indicate in B2Gnow that the audit is final.
- ❖ **NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
15 Kellogg Blvd. W.
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall

15 Kellogg Boulevard West

Saint Paul, MN 55102-1659

Telephone: 651.266.8900

Facsimile: 651.266.8919

TDD: 651.266.8977

VENDOR OUTREACH PROGRAM CONTRACTOR COMPLIANCE CHECK-LIST

Directions: Once you receive this Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified database at <https://cert.smwbe.com/>
- Submit VOP ID of Prime & Subs Sheet in Excel format (this will be an Excel spreadsheet)
- Verify that your contract is listed in B2Gnow
- The prime must insert all subs that are on the draw request (note: all subs includes second tier subs, third tier subs, etc) into B2Gnow

PHASE II: CONSTRUCTION:

- The prime **must** insert all payments made to the subs by clicking on the "Compliance Audit List" tab at the top of the page
 - **Prime MUST insert subs prior to a Draw Request.**
 - **Draw Request will not be approved until current sub ID sheet and/or pay application matches sub list in B2Gnow.**
- Prime must instruct subs to confirm payments prior to submitting a draw request
- Subs will need to approve each of their payments entered by the prime per audit period in B2Gnow
- NOTE: If payments to subs are not inserted in B2Gnow, this will hold up approval of Draw Requests**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- Verify that all subs and all payments to subs have been entered into B2Gnow.
- Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- Verify that all subs have confirmed all payments prior to the final draw request.
- Indicate in B2Gnow that the audit is final.
- NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



CITY OF SAINT PAUL

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TDD: 651.266.8977

VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST

PHASE I: PRIOR TO PROJECT START

- Provide prime contractor with a list of all of your subcontractors and suppliers.

PHASE II: CONSTRUCTION:

- Confirm all payments entered by the prime. The database will send you an e-mail instructing you to log in and confirm payments per monthly audit.
- Report your subs and suppliers in B2Gnow, as well as their payments. (See the “Contractor Compliance Checklist” on the previous page for instructions on how to do this).
- NOTE: Draw Requests will be held up until subs confirm payments and report accordingly.

PHASE III: PROJECT END:

- Make sure you have confirmed all payments made to you by the prime once your work is complete.
- Ensure all of your subs and suppliers have been reported, as well as their payments.
- NOTE: Failure to confirm payments will result in payments being withheld until B2Gnow reflects a payment confirmation.

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900

EXHIBIT P

Two Bid Policy

See attached.

Effective Date: January 21, 2009

**Policy Regarding
Requirement of Two (2) bids**

I. Purpose

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") has the power to engage in development and redevelopment activities under Minnesota Law, Chapter 469. To accomplish its objectives under Chapter 469, the HRA (i) awards financial assistance and contracts to profit and not-for-profit applicants, and (ii) contracts with community development corporations and other similar entities ("Conduit Organizations") to operate programs on behalf of the HRA.

The purpose of this policy is to require two (2) written bids for construction work by all recipients of HRA or Conduit Organizations Contracts and this requirement will also apply to single family residences. This policy is effective on the Effective Date for all new and pending requests for HRA or Conduit Organizations financial assistance and HRA Contracts not approved by the HRA Board of Commissioners. This Policy applies to the contracts for the entire project even though only a portion of the improvements are being funded with public assistance.

This policy does not apply to (i) those portions of a HRA or Conduit Organizations Contract that are self-performed by the recipient of the HRA or Conduit Organizations Contract or (ii) contracts involving 'soft costs' i.e. professional services.

II. Definitions

Contract(s) means any HRA or Conduit Organizations agreement or City STAR (i.e. sales tax) agreement involving financial assistance with a value of \$20,000 or more in any of the following forms: grant; contribution of personal or real property; with respect to a loan given by the HRA or Conduit Organizations, the present value of the difference in the interest rate given by the HRA or Conduit Organizations and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; tax credits; or other HRA or Conduit Organizations financial participation. Conduit bonds and bond host approval are excluded from this definition and this policy.

III. Minimum of 2 Bid requirement-All contracts.

1. For all Contracts, whether for single family residence or non-single family residence, in any of the forms described in Section II above, each applicant and recipient of public financial assistance must request and obtain at least two (2) written bids for the construction work to be performed under the Contract by the general contractor/construction manager and subcontractors and award the contract or contracts to the lowest responsible bidder.

IV. **Waiver/Exemption**

1. The requirements of this Policy may be waived in whole or in part by the HRA Executive Director or his/her designee after consideration of the advantages and disadvantages of a waiver, and upon a showing by the applicant of a compelling public purpose.
2. Subcontracts with entities that are the sole providers of a product or service are exempt from the competitive bid requirements of this Policy.

Effective Date: March 5, 2009

Supplement to Policy Regarding Requirement of Two {2} bids

The HRA's Policy Regarding Requirement of Two (2) bids ("Policy") requires, in part, that each applicant of public financial assistance request and obtain at least two {2} bids for the general contractor/construction manager contract and to award the contract to the lowest responsible bidder. As an alternative to fulfilling this requirement, *if* an applicant elects to negotiate a contract with a general contractor/construction manager in lieu of obtaining 2 written bids and awarding the contract to the lowest responsible bidder, then the applicant must contact at least 3 potential general contractors/construction managers and consider the following standards in making its decision to award the contract to particular general contractor/construction manager:

1. Experience in constructing the type of improvements being funded in whole or in part by the HRA.
2. Experience in the construction and management of publicly financed projects and familiarity with reporting requirements and accounting for public funds.
3. Having the licenses required by state, county and city authorities.
4. Proven track record of bringing similar projects to completion within budget, on-time and in an industry acceptable manner during the past five years.
5. Having the appropriate material, equipment, facility and personnel resources and expertise available, or the ability to obtain such resources and expertise, necessary to indicate the capability to meet all contractual responsibilities.
6. Previous and current compliance with federal laws, state statutes, and city ordinances and regulations applicable to the work of a contract.
7. Having sufficient financial resources to perform the contract.
8. Not being a debarred vendor under the City of St. Paul's debarment ordinance; or other state or federal debarment list.
9. History of complying with the HRA's requirements for affirmation action, apprenticeship training program, labor standards, vendor outreach program, project labor agreements, and other HRA requirements.
10. History of change orders on projects, including their frequency, size and percentage of total development cost.
11. Amount of proposed overhead profit and charges.
12. Amount of proposed general conditions charges.
13. Amount of proposed contingency.

Each applicant must submit to the HRA: (a) information and documents on the above described standards for each potential general contractor/construction manager, and (b) resulting rationale for selecting a particular general contractor/construction manager, before the HRA makes a decision on awarding any public assistance or executes a contract awarding public assistance.

The other provisions of the Policy remain in full force and effect including without limitation the requirement of receiving 2 bids from subcontractors.

April 14,
2009

Two (2) Bid Policy

Example 1.

Developer has hired architect and has full construction drawings. Developer solicits bids for construction contract. Developer must solicit 2 or more bids from general contractor and award contract to lowest responsible bidder. No need to solicit bids from those subcontractors whose bids are included in general contractor's bid.

In the case of a subcontractor whose bid is not included in the general contractor's bid but instead contracts directly with the developer, then two (2) or more bids are required from those subcontractors and contracts must be awarded to lowest responsible bidders.

Example 2.

Developer has no construction drawings and wants to retain general contractor/construction manager. Developer can elect to proceed under Supplement to Two (2) Bid Policy and contact at least 3 potential general contractors/construction managers. Developer must consider the 13 factors listed in Supplement and submit to HRA requested information and documents.

Full construction drawings are then prepared. Two (2) or more bids are required from the subcontractors and contracts must be awarded to lowest responsible bidders.

Example 3.

Recipient of public financial assistance is homeowner of single family residence who acts as his own general contractor. Homeowner must solicit 2 or more bids from each subcontractor and award contracts to lowest responsible bidder.

EXHIBIT Q

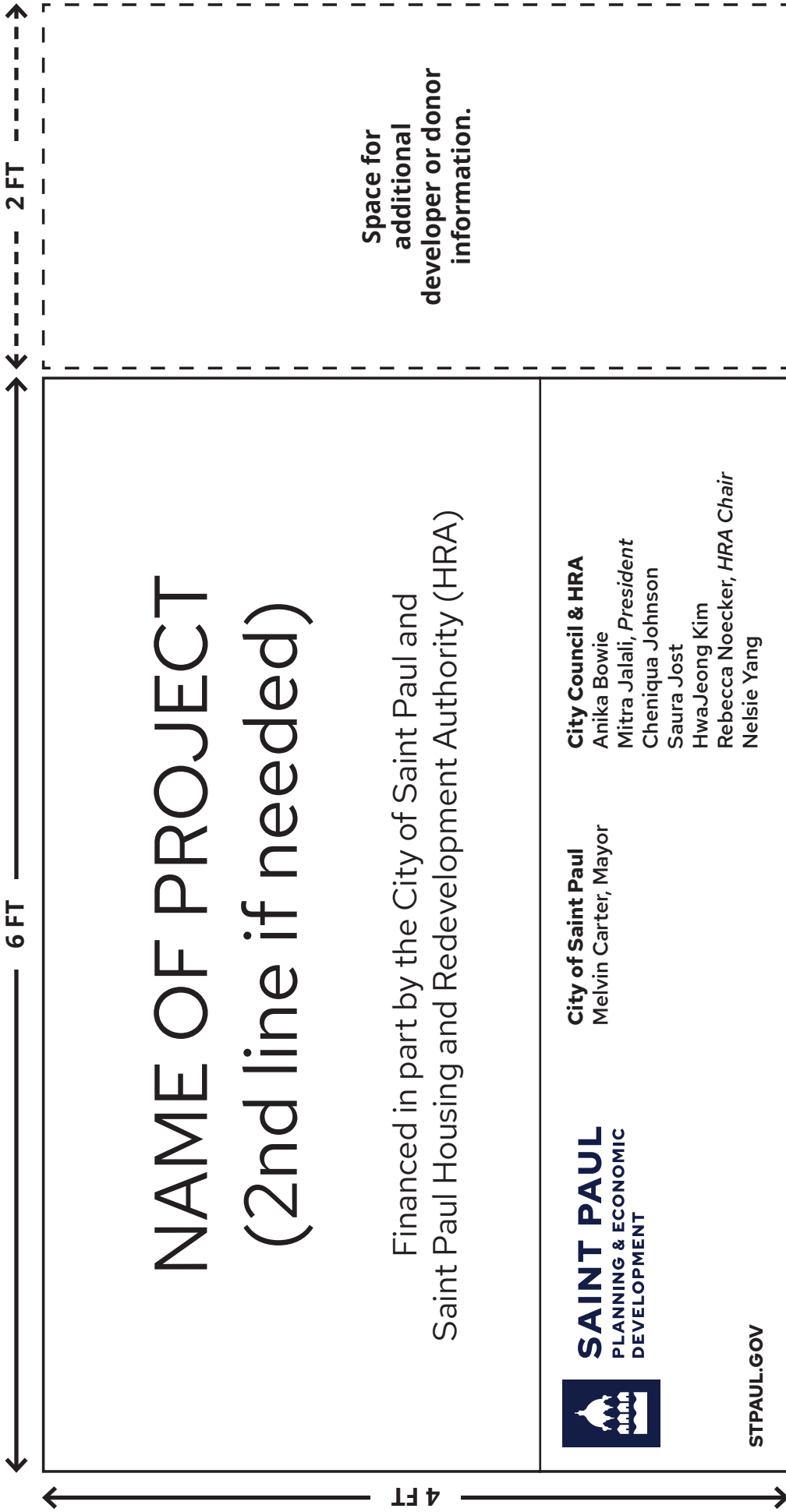
Sign Requirements

See attached.



SAINT PAUL
MINNESOTA

RECOMMENDED SIGN SPECIFICATIONS CITY/HRA FINANCING



Questions?
 Department of Planning
 and Economic Development:
 651-266-6565
 Updated 1/23/2024

Sign size: 4 ft. (H) x 6 ft. (W)
 With optional side panel: 4 ft. (H) x 8 ft. (W)
 Smaller sign: 2 ft. (H) x 3 ft. (W)
 PED Logo should be dark blue (PANTONE 2768 C).
 If unavailable, use black.
 Download logos at stpaul.gov/media-kit.

EXHIBIT R

Sustainable Building Policy

See attached.



Legislation Text

File #: Ord 17-60, **Version:** 2

Establishing sustainable building regulations for buildings owned, operated, or funded by the City.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES HEREBY ORDAIN

Section 1

For the purpose of creating new regulations pertaining to sustainable building, Saint Paul Administrative Code Chapter 81 is hereby created as follows:

Chapter 81. Sustainable Building.

Sec. 81.01. Declaration of Policy.

The purpose of this chapter is to provide for public health and welfare by increasing the environmental and financial sustainability of future development projects within the City of Saint Paul.

Sec. 81.02. Definitions.

For the purposes of this chapter, the following words and phrases shall have the following meanings:

(a) *City Funding* means funds provided for New Construction or Major Renovations provided by agreement from the City of Saint Paul or the Saint Paul Housing and Redevelopment Authority (HRA), including:

- (1) *Community Development Block Grants (CDBG)*
- (2) *Tax Increment Financing (TIF)*
- (3) *HOME Investment Partnership Program (HOME)*
- (4) *Multi-Family Housing Revenue Bonds*
- (5) *Low-Income Housing Tax Credits (LIHTC)*
- (6) *Any other Federal, State, or Metropolitan Council (Met Council) funding source*
- (7) *Any other City of Saint Paul funding source*
- (8) *Any other HRA funding source*

(9) *Notwithstanding the above, City Funding does not include the following:*

- a. *Department of Employment and Economic Development (DEED) Cleanup and Investigation Grants*
- b. *Met Council Tax Base Revitalization Account (TBRA) Contamination Cleanup Grants*
- c. *Met Council TBRA Site Investigation Grants*
- d. *Conduit Bonds issued for the benefit of qualified 501(c)(3) entities*

(b) *Developer* means the entity, whether public or private, that undertakes New Construction or Major Renovation, and to whom the provisions of this chapter apply.

- (c) Director means the Director of the Department of Planning and Economic Development or their designee.
- (d) Major Renovation means renovation work performed on a building or portion thereof consisting of at least 10,000 square feet, and requiring installation of new mechanical, ventilation, or cooling systems, or the replacement of such systems.
- (e) New Construction means the planning, design, construction and commissioning of a new building, or an addition to an existing building if such addition requires installation of new mechanical, ventilation, or cooling systems.
- (f) Saint Paul Overlay means specific measurable standards that New Construction and Major Renovations must meet, and which are to be promulgated by the Director. The Saint Paul Overlay must include requirements for the following:
 - (1) Predicted and actual energy use
 - (2) Predicted greenhouse gas emissions
 - (3) Predicted and actual use of potable water
 - (4) Predicted use of water for landscaping
 - (5) Utilization of renewable energy
 - (6) Electric vehicle charging capability
 - (7) Diversion of construction waste from landfills and incinerators
 - (8) Indoor environmental quality
 - (9) Stormwater management
 - (10) Resilient Design
 - (11) Ongoing monitoring of actual energy and water use

(g) Sustainable Building Standard means any of the following:

- (1) For commercial projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. Saint Paul Port Authority Green Design Review (if applicable)
- (2) For residential projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. GreenStar; Certified Silver, Gold or Platinum
 - iv. Green Communities; Certified
- (3) For parking structures:
 - v. Parksmart; Certified Silver or Gold

In the event that any of the above standards is determined by the Director to be obsolete, equivalent substitute standards may be utilized at the discretion of the Director until such time as this chapter may be updated to include new standards.

Sec. 81.03. Applicability.

This chapter applies to:

- (a) New Construction or the Major Renovation of facilities owned or operated by the City of Saint Paul or

the HRA.

- (b) New Construction or the Major Renovation of any facilities of which the City or HRA are, or will become, the sole tenant.
- (c) New Construction or Major Renovation of any facilities within the City of Saint Paul receiving more than \$200,000 of City Funding.

Sec. 81.04. Requirements.

- (a) New Construction or Major Renovations to which this chapter applies pursuant to Section 81.03 are required to be certified under an eligible Sustainable Building Standard at the listed rating level, and must meet the standards set forth in the Saint Paul Overlay.
- (b) For any projects to which this chapter applies under Sec. 81.03(c), compliance with this chapter must be a condition of receipt of City Funding.

Sec. 81.05 Waiver.

The requirements of this chapter may be waived, in whole or in part, by the Saint Paul City Council, or, in the event that the expenditure of City Funds is approved by the HRA, the HRA Board of Commissioners.

Section 2

This ordinance shall take effect and be in force on July 1, 2018, and apply to all projects for which schematic design is initiated on or after July 1, 2018.

EXHIBIT S

City Council Resolution #09-584 Regarding Project Labor Agreement (PLA)

See attached.

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by Kathy Garty

1 **WHEREAS**, in undertaking building and construction, parks and public works projects, the City of Saint
2 Paul has a compelling proprietary and economic interest in ensuring that construction proceeds in a timely,
3 cost-effective manner, with the highest degree of quality and with minimal delays and disruption, and with
4 the highest degree of safety for workers and the public; and
5

6 **WHEREAS**, a project labor agreement (“PLA”) is a form of multi-employer, multi-craft pre-hire
7 collective bargaining agreement covering terms and conditions of employment for construction employees
8 on a particular construction project; and
9

10 **WHEREAS**, throughout the country, public and private construction owners regularly utilize and require
11 PLAs for billions of dollars worth of construction each year; and
12

13 **WHEREAS**, the City and other public agencies and private owners in the City of Saint Paul have
14 successfully completed projects on time and on budget under PLAs for numerous projects; and
15

16 **WHEREAS**, the Rondo Library PLA entered into by the City of Saint Paul and the Saint Paul Building
17 and Construction Trades Council in December 2004 is one example of a PLA entered into by the City; and
18

19 **WHEREAS**, the PLAs entered into by the Saint Paul Public Schools, Regions Hospital, HealthEast/St.
20 Joseph’s Hospital, Concordia University and Upper Landing and the Saint Paul Building and Construction
21 Trades Council are other examples of PLAs entered into by contractors and labor organizations; and
22

23 **WHEREAS**, the City of Saint Paul wishes to formalize a process in which it reviews building and
24 construction, parks and public works contracts for the need to include PLAs that establish uniform terms
25 and conditions of employment for the contractors and craft construction employees working on a project,
26 because such have been shown to provide an effective mechanism for overall construction project staffing
27 and planning because they allow project owners to:
28

- 29 (i) Predict their labor costs and requirements up-front, and, therefore, more accurately estimate
30 actual total project costs; and
- 31 (ii) Promote cost-effective, timely, and safe construction project delivery, by providing access
32 to a reliable supply of properly trained and skilled construction craft personnel for all
33 aspects of the project; and
- 34 (iii) Assure greater productivity and quality from construction craft personnel, thereby yielding
35 cost-effective projects, while also reducing maintenance and repair costs over the life of the
36 project; and
- 37 (iv) Integrate work schedules and standardize work rules for the project, to provide a well-
38 coordinated, efficiently functioning construction worksite that will minimize delays, foster
39 labor harmony, promote quality, and maintain project safety; and
- 40 (v) Assure that construction will proceed without interruptions from staffing shortages, high
41 employee turnover, safety incidents, and labor disputes, by providing reliable project

42 staffing, contractual guarantees against work stoppages, and mutually binding procedures
43 for resolving disputes; and

44
45 **WHEREAS**, reference to the City of Saint Paul in this resolution also includes the Housing and
46 Redevelopment Authority of the City of Saint Paul, Minnesota.

47
48 **NOW, THEREFORE, BE IT RESOLVED**, that consistent with the City's role as a market participant in
49 purchasing construction services, the City of Saint Paul may require contractors and subcontractors to
50 abide by a PLA as a condition of working on a particular building construction, parks or public works
51 project under the following terms and conditions.

52
53 1. The City shall consider the use of a PLA on all building construction, parks or public works
54 projects involving a City contract with \$250,000.00 or more in city money. This requirement does not
55 apply if the City is a party to a joint powers agreement with another public entity for the project. Any
56 department or agency of the City that plans to undertake such a project shall timely submit the matter to the
57 City Council for a decision on whether to use a PLA for the particular project. Any decision on the use of a
58 PLA must be made before City approval of the project. Interested parties shall be given notice of the matter
59 and allowed ten days to respond. The City may use a PLA when it determines, in the exercise of its
60 discretion, that doing so will further its interests in promoting timely, cost-effective, and quality
61 construction with minimal delays and disruptions.

62
63 2. Upon request by the Administration, a Councilperson or an interested party, the City
64 Council will hold a public hearing at which interested parties may participate. The hearing will be held on
65 two weeks' notice in the customary manner that notices of City Council meetings are published. At this
66 hearing evidence may be presented as to the City's need for and interest in a PLA with respect to the
67 particular project.

68
69 3. The City, when considering whether to use a PLA on a particular project, shall undertake an
70 evaluation to determine whether doing so would advance its interests as project owner. Relevant criteria
71 for considering whether to use a PLA on a particular project include, but are not limited to, the following:

- 72
73 a. Size of the job;
74 b. Cost of the job;
75 c. Duration of the job;
76 d. Impact of any delays;
77 e. Amount of construction projects in the area competing for skilled workers;
78 f. The number of local collective bargaining agreements ("CBAs") that will expire
79 during the term of the project;
80 g. Number of crafts and CBAs in the geographic area;
81 h. Whether a majority of successful bidders on prior projects were union employers;
82 i. Record of good quality and efficient construction under previous PLAs; and
83 j. Impact on achieving vendor outreach program and workforce goals.

84
85 4. The City may retain a project manager, consultant or assign staff to prepare a report
86 analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its
87 evaluation, to use a PLA on a particular project it shall set forth the basis for its decision in writing. The

88 City's findings should analyze the particular benefits that a PLA could reasonably be expected to provide
89 to the City as project owner.

90

91 5. When the City has determined to use a PLA on a particular project, the City shall require its
92 general contractor to negotiate and enter into a PLA for the particular project.

93

94 6. When the City has determined to require a PLA on a particular project, the City shall
95 require execution of a PLA by the general contractor in the bid specifications and in all relevant bid
96 documents. The bid specifications shall make clear that bidding is open to union and nonunion
97 contractors, provided that a contractor that is a successful bidder agrees to become a party to and comply
98 with the PLA while working on the project.

99

100 7. Any such PLA used by the City shall meet the following criteria.

101

- 102 a. The PLA shall be made binding on all contractors and subcontractors working on the
103 site, and shall establish certain uniform job conditions;
- 104 b. The PLA shall set forth binding procedures for resolving any jurisdictional and labor
105 disputes arising during the construction process including disputes pertaining to
106 alleged violations of the PLA and in particular alleged violations of the prohibition
107 against strikes, lock-outs, handbilling, leafletting, or other similar disruptive job
108 actions;
- 109 c. The PLA shall contain guarantees against strikes, lock-outs, handbilling, leafletting,
110 and any other similar job actions that would disrupt construction;
- 111 d. The PLA shall provide that there shall be no discrimination against any employee or
112 applicant for employment because of his or her membership or non-membership in a
113 union or based on race, creed, color, sex, age, religion, or national origin of such
114 employee or applicant. For all employees not presently members of a union at the
115 outset of the Project, becoming and remaining a member of the union shall not be a
116 requirement for employment under the PLA. However, any employee who does not
117 become a member of the Union shall be required to pay the appropriate
118 representation fee, not to exceed dues or fees paid by union members. The PLA shall
119 provide for hiring from the applicable union hiring halls to ensure a steady supply of
120 highly skilled and trained craft workers. The PLA shall provide that there shall be no
121 discrimination in referrals or employment against any employee or applicant for
122 employment because of his or her membership or non-membership in a union or
123 based on race, creed, color, sex, age, religion or national origin of such employee or
124 applicant; and
- 125 e. The PLA shall not require any contractor to be or become a party to a collective
126 bargaining agreement on any other construction project in order to qualify to work
127 under a PLA implemented for a particular project.
- 128 f. The PLA shall require parties to make a demonstrable effort to achieving the
129 following objectives:
- 130 (i) Workforce diversity reflective of the region in partnership with capacity
131 strengthening employment programs such as Minnesota Build, Apprenticeship Opportunities Program, or
132 any other local, state, or national efforts that are recognized for achieving workforce diversity;
- 133 (ii) Maximum use of local businesses;

09-584

- 134 (iii) Maximum use of small businesses; and
- 135 (iv) Maximum use of minority, women, and low income persons and businesses
- 136 in a manner consistent with applicable federal, state, and local laws,
- 137 regulations, policies and grant requirements.
- 138

139 g. The Department of Human Rights and Equal Economic Opportunity shall collect
 140 and analyze data on the effectiveness of PLAs on achieving the goals and objectives
 141 stated in this Resolution and report its findings and recommendations to the Mayor
 142 within six months following the passage of this Resolution and annually thereafter.
 143

144 BE IT FURTHER RESOLVED, that City staff of the Department of Human Rights and Equal Economic
 145 Opportunity notify potentially interested parties, including but not limited to, Asian American Chamber of
 146 Commerce, Asian American Contractors Association, Associated Builders and Contractors, Associated
 147 General Contractors of Minnesota, Association of Women Contractors, Hispanic Chamber of Commerce
 148 of Minnesota, Minnesota American Indian Chamber of Commerce, National Association of Minority
 149 Contractors Upper Midwest (Saint Paul and Minneapolis), National Black Chamber of Commerce, Saint
 150 Paul Building and Construction Trades Council, Saint Paul Area Labor Federation, USPan Asian American
 151 Chamber of Commerce, of this resolution and request that they indicate whether or not they wish to be
 152 notified of projects with \$250,000 or more in City/HRA money.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune			✓
	6	0	1

Requested by Department of:
Mayor's Office

By: Sara Shewry
 Approved by the Office of Financial Services

By: _____
 Approved by City Attorney

By: [Signature]
 Approved by Mayor for Submission to Council

By: Sara Shewry

Adopted by Council: Date 4/3/09

Adoption Certified by Council Secretary
 By: [Signature]

Approved by Mayor: Date 6/9/09

By: [Signature]

09-584

Green Sheet NO: 3070817

Department/Office/Council: MO - Mayor's Office	Date Initiated: 27-MAY-09
--	-------------------------------------

Contact Person & Phone: Kris Fredson 266-8534
Must Be on Council Agenda by (Date):
Doc. Type: RESOLUTION
E-Document Required: Y Document Contact: Contact Phone:

➔

**Assign
Number
For
Routing
Order**

	Department	Sent To Person	Initial/Date
0	Mayor's Office		
1	Mayor's Office	Department Director	
2	City Attorney		Bjm
3	Mayor's Office	Mayor/Assistant	
4	Council		
5	City Clerk	City Clerk	

Total # of Signature Pages ____ (Clip All Locations for Signature)

Action Requested:
 Council Resolution establishing a Project Labor Agreement policy requiring the City, upon request by the Administration, a Councilperson or an interested party, to consider the use of a PLA on all building and construction, parks or public works projects involving a contract over \$250,000 or more in City money.

Recommendations: Approve (A) or Reject (R):

_____ Planning Commission

_____ CIB Committee

_____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:

1. Has this person/firm ever worked under a contract for this department?
 Yes No
2. Has this person/firm ever been a city employee?
 Yes No
3. Does this person/firm possess a skill not normally possessed by any current city employee?
 Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction: Funding Source: Financial Information: (Explain)	Cost/Revenue Budgeted: Activity Number:
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EXHIBIT T

Living Wage Requirements

See attached.

Summary of Saint Paul Living Wage Ordinance

January 2024

The Saint Paul City Council has adopted a new Living Wage Ordinance (File 06-1071). This Ordinance replaces the Living Wage Resolution passed by the Council in 1997 for contracts executed and subsidies given after February 14, 2007.

Application

- The Ordinance applies to the “City” which includes both the City of Saint Paul and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.
- The Ordinance applies to a (a) City Contract which means a contract and any amendments for services not covered by Administrative Code Section 82.07 valued in the aggregate at \$100,000 or more. A City Contract does not include certain contracts of the Parks Department and Office of Financial Services or contract health care benefits.
(b) City Business Subsidy which means financial assistance with a value of \$100,000 or more in any of the following forms: grant; contribution of personal or real property; reduction in interest rates on a loan which is the present value of the difference in the interest rate given by the City and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; revenue bonds; tax credits; or other City participation. Conduit bonds and infrastructure are not a City Business Subsidy.
(c) City Subcontract which means a contract for services valued at \$100,000 or more to perform a portion of the services described in a City Contract.
(d) Tenant which means the initial for-profit or not-for-profit entity or person that leases from a City Business Subsidy recipient space in the specific location for which the subsidy was given, and if there is more than one such initial entity or person, it means the entity or person that leases the greatest amount of space and any entity or person that leases space of 15,000 or more square feet.

Requirements-Payment of Living Wage

- Any City Contract or City Subcontract must require payment of a living wage for the duration of a contract to each employee who is working pursuant to the contract or subcontract or who is employed in the specific location for which the contract or subcontract is intended to benefit.
- Any recipient of a City Business Subsidy and Tenant must pay a living wage to each employee (and in the case of a Tenant to an independent contractor as well) who is employed in the location for which the subsidy was provided for the longer of the duration of a City Business Subsidy or 3 years.
- A living wage is 130 percent of the federal poverty level for a family of four (**\$19.50 for 2024**) or 110 percent (**\$16.50 for 2024**) if the employer provides basic health insurance as that term is defined in the Ordinance.

Exemptions:

- Entities- The following entities are exempt from paying a living wage: for-profit entity that qualifies as a small business under Minn Stat 645.445; 501(c) entity that qualifies under Minn Stat 645.445, subd. 2; a recipient of a job readiness and training services contract; a recipient bound by a collective bargaining agreement; an intermediary such as a community development corporation, community investment group or community bank, who serve as a pass-through agency for the assistance; and 501(c) entities that are sole source providers of product or service.
- Employees- A recipient of a City Contract, City Subcontract or City Business Subsidy and a Tenant may request and obtain from the City Council exemptions from paying a living wage to the following types of employees: (a) temporary internships

Summary of Saint Paul Living Wage Ordinance

January 2024

intended to provide career exposure to new entrants to the workforce lasting no more than 12 consecutive months; (b) individuals placed as a result of a job readiness or job training program or those persons with serious mental and physical barriers to employment; and (c) seasonal, part-time or temporary employees whose employment does not reduce or offset the work of permanent employees provided that no more than 10 percent of such employees can be exempted and use of such employees is not intended to avoid the requirements of the Ordinance.

Waiver

- The requirements of the Ordinance may be waived by the City Council or HRA Board prior to the execution of a City Contract or City Business Subsidy after a public hearing and a finding of a compelling public purpose.
- After the execution of a City Business Subsidy a recipient who can demonstrate it will suffer an economic hardship due to the occurrence of significant unforeseen circumstances beyond its control may request a waiver.

Reporting

- A yearly report on compliance will be required by all recipients for the duration of its obligation to pay living wages.

Enforcement/Penalties

- PED will enforce the Ordinance with respect to a City Business Subsidy and will propose regulations to the City Council to administer compliance.
- Office of Financial Services will enforce the Ordinance with respect to a City Contract and will propose regulations to the City Council to administer compliance.
- Any recipient of a City Contract, City Business Subsidy, City Subcontract or Tenant must provide written notice to its employees of the Ordinance and a copy of the Ordinance.
- Any recipient that fails to meet the living wage requirements of the Ordinance is not eligible for a City Contract or City Business Subsidy in the next contract cycle or calendar year; and must repay a portion of the contract or subsidy depending on the level of non compliance.

645.445 Small business; definitions

Subd. 2. Small business. "Small business" means a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

- (a) Is not an affiliate or subsidiary of a business dominant in its field of operation; and
- (b) Has 20 or fewer full-time employees; or
- (c) In the preceding fiscal year has not had more than the equivalent of \$ 1,000,000 in annual gross revenues; or
- (d) If the business is a technical or professional service, shall not have had more than the equivalent of \$ 2,500,000 in annual gross revenues in the preceding fiscal year.

Subd. 3. Dominant in field of operation. "Dominant in its field of operation" means having more than 20 full-time employees and more than \$ 1,000,000 in annual gross revenues or \$ 2,500,000 in annual gross revenues if a technical or professional service.

Subd. 4. Affiliate or subsidiary of business dominant in field of operation. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

EXHIBIT U

Certificate of Compliance With Living Wage Requirement

**ANNUAL CERTIFICATE OF NOTIFICATION TO EMPLOYEES
AND PAYMENT OF LIVING WAGE**

This Certificate is made pursuant to that certain Development Agreement dated June 28, 2024 by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota, and Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (together with any amendment or modification thereto, the “Agreement”).

This Certificate is for the reporting period beginning _____, 20__ and ending _____ 31, 20__ [or _____, the end of the contract term] (“Reporting Period”).

The undersigned, a [*City Contractor, City Subcontractor, City Business Subsidy recipient, or Tenant*] (“Company”) certifies as follows:

1. This Certificate is intended to evidence compliance with the Saint Paul Living Wage Ordinance codified as Chapter 98 of the Saint Paul Administrative Code (“Ordinance”) and the Agreement. All terms used herein are defined in this Certificate, Agreement or Ordinance.
2. Each employee who worked for the Company during the Reporting Period was given written notice that they may be covered by the terms of the Ordinance and a written copy of the Ordinance.
3. A living wage has been paid to each employee, and in the case of a Tenant to each independent contractor as well of the Company, entitled to receive payment of this living wage as required in the Agreement and Ordinance for the Reporting Period.
4. As of the end of this Reporting Period there are ____ employees and ____ independent contractors of a Tenant receiving living wages.
5. Upon request by the HRA, the Company will promptly produce documents evidencing the written notification to employees of the Ordinance and supporting payment of a living wage to each person including without limitation quarterly wage detail reports submitted to the State of Minnesota.

I certify under penalty of perjury that the information contained in this Certificate is true and correct as of the date this Certificate is executed.

SNELLING-MIDWAY REDEVELOPMENT, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Title: _____

Dated: _____, 20__.

EXHIBIT V

Parkland Agreements

See attached.

**PARKLAND AGREEMENT FOR SCULPTURE PLAZA
BY AND BETWEEN
THE CITY OF SAINT PAUL
AND
SNELLING-MIDWAY REDEVELOPMENT, LLC**

THIS PARKLAND AGREEMENT (hereinafter "Agreement") is made and entered into this 14 day of March, 2024 (the "Effective Date"), by and between the City of Saint Paul, MN ("City"), and SNELLING-MIDWAY REDEVELOPMENT, LLC, a Minnesota limited liability company ("SMR" and collectively with the City called the "Parties" and each individually called a "Party").

ARTICLE 1

RECITALS AND STATEMENT OF INTENT

1.1 City and MUSC Holdings, LLC, a Minnesota limited liability company ("MUSC"), entered into the Development Agreement (as defined below) pursuant to which MUSC designed and constructed a professional soccer stadium (the "Stadium") and surrounding plaza areas and greenspaces (the "Stadium Site") and where Minnesota United Soccer Club, LLC, a limited liability company ("MNUFC") and a wholly-owned subsidiary of MUSC, plays its Major League Soccer ("MLS") home games in the Stadium.

1.2 SMR desires to redevelop the Snelling Midway superblock in Saint Paul, Minnesota surrounding the Stadium. The redevelopment will be called United Village. As part of the first phase of United Village, SMR wishes to design and construct certain commercial and retail improvements, structured and surface parking to serve the improvements, a sculpture plaza and a playground area.

1.3 SMR desires to plat the land upon which United Village would be constructed and operated and therefore, pursuant to Saint Paul Legislative Code Chapter 69 a preliminary plat application by SMR was made to the City for the said land which was approved by the City for the land described therein on September 20, 2023 in Council File No. RES PH 23-227.

1.4 The City previously approved the Midway Snelling Master Plan (the "Master Plan") for the 34.5 acre Snelling Midway superblock that includes the Stadium Site and United Village on August 19, 2016 in Council File No. RES PH 16-252.

1.5 SMR has proposed public improvements for a sculpture plaza on Outlot A (0.72 acres) in Exhibit "A" hereto (the "Park") which is the subject of this Agreement between the City and SMR which has the land rights to Outlot A.

1.6 The preliminary plat approval contained various conditions including a requirement that no less the 0.72 acres of land for the Park be dedicated and perpetually operated as

privately-owned public space pursuant to the requirements of Saint Paul Legislative Code §69.511(c) and that this Agreement be entered into by SMR and the City.

1.7 The Saint Paul City Council has sole discretion to determine to waive all or a portion of the land dedication required under subdivision (a) of Legislative Code §69.511 and has determined to waive the land dedication requirements under subdivision (a) of Legislative Code §69.511 for the development of United Village in consideration of SMR entering into an agreement for the private development and/or maintenance of land for public use for parks, recreation facilities, wetlands, trails, or open space within the proposed plat, subject to certain conditions as outlined in this Agreement for the Park.

1.8 SMR intends to fulfill said dedication requirement on Outlot A (0.72 acres) in Exhibit "A", through this Agreement and, when filed, a covenant running with Outlot A pursuant to Saint Paul Legislative Code §69.511(c) when such covenant is executed, delivered and filed as provided in Section 6.2.

1.9 This Agreement is being entered into by SMR and the City to fulfill certain requirements of Legislative Code §69.511(c) for the private development and maintenance of Outlot A as a Park.

1.10 The Parties acknowledge that SMR has arranged to install a large iconic sculpture (the "Sculpture") as the centerpiece of the Sculpture Plaza and that the Sculpture is on loan from a private party. In the event the owner of the Sculpture decides to remove the Sculpture from the Sculpture Plaza, SMR may propose that other land within United Village be substituted for the Sculpture Plaza, to satisfy the park dedication requirements for United Village subject to provisions of applicable law including the Saint Paul City Charter and the Saint Paul Legislative Code. The City's Department of Parks and Recreation will work with SMR to assist in advancing any required processes.

NOW, THEREFORE, the City and SMR enter into this Agreement as follows:

ARTICLE 2

DEFINITIONS

2.1 Advertising. Promoting the sale or use of products or services through advertisements, sponsorships, or promotional activities, including but not limited to permanent or temporary messages and displays affixed to Park infrastructure and amenities.

2.2 Agreement. This document, containing the recitations of the City's and SMR's respective obligations to develop, operate, and maintain the Park for the benefit of the public as provided in this Agreement. All the rights, obligations, duties, conditions, and requirements of the Agreement shall be binding upon SMR and any of its successors and assigns.

2.3 Common Vision. The City and SMR share a "Common Vision" that the Park will be developed and maintained by SMR pursuant to this Agreement as a sculpture plaza open to

the public as a component of the City's Park system-as well as for use and enjoyment by the public in connection with events and activities at the Stadium. The Common Vision will promote, balance, and integrate the following objectives:

- a. Create a plaza for an iconic sculpture and gateway to United Village and Allianz Field as an inviting destination available to the public year around.
- b. Reinforce that the purpose of the Park is for the use and enjoyment of the public.
- c. Provide vibrant green space for the neighborhoods around the United Village development to support the physical, economic, environmental and social health within the community.
- d. Those concepts set forth in the Master Plan, the Snelling Avenue Area Station Plan and Greening the Green Line plan.

2.4 Recordable Covenant. The requirement in Saint Paul Legislative Code §69.511(c) (4) that the owners, subdividers, or developers of land to be maintained as privately owned public parkland must include a "Covenant" running with the specified land indicating that the land to be developed and maintained for the purposes listed in subdivision (a) of said section will revert to the city in the event of a failure to comply with this requirement.

2.5 Development Agreement. The Development Agreement dated as of April 1, 2016 by and between the City and MUSC and amendments thereto.

2.6 Park. That tract of land identified as Outlot A in Exhibit "A" which is to be used to satisfy the requirement for parkland dedication shall constitute the "Park".

2.7 Park Improvements. Park Improvements are all structures, paths, walkways, lighting and other park amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping which will be constructed on the Park as set forth in Exhibit "B" hereto subject to such revisions as SMR may reasonably determine.

2.8 Plat. The plat (Exhibit "A").

2.9 Sculpture. The large sculpture selected by SMR to be the centerpoint of the Park that is owned by a third party and loaned to SMR to be displayed in the Park.

2.10 Site Improvements. Site Improvements are all structures, paths, walkways, and other amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping which will be constructed adjacent to the Park and within the public right of way as set forth in Exhibit "C" hereto subject to such revisions as SMR may reasonably determine.

2.11 Site Plan. The Site Plan shall be the final such plan proposed for the Park and adjacent right of way pursuant to Saint Paul Leg. Code § 61.401 - .402 and approved by the City's Department of Safety and Inspections consistent with Exhibit "B" and Exhibit "C". In

the event that material design or any other material change to the approved Site Plan are contemplated by SMR or any of its successors or assigns, such change can be undertaken only upon written notification to and with the written approval from the City which shall not be unreasonably withheld, delayed or conditioned.

2.12 Use Agreement. The Playing and Use Agreement dated April 1, 2016 by and between the City and Minnesota United Soccer Club, LLC (“MNUFC”) and amendments thereto.

ARTICLE 3

DESIGN AND MAINTENANCE OF THE PARK

3.1 Design of the Park. The design for the Park is set forth in Exhibit “B” hereto. Material changes to the Exhibit “B” which would materially alter its use as a public amenity will be communicated to the City for review and approval which will not be unreasonably withheld, delayed or conditioned. If the City determines that additional community review is needed it will have the right to require such review and be responsible for coordination of such review.

3.2 Park Maintenance, Repairs, Renovation or Replacement following Dedication. In furtherance of the Common Vision, SMR or its successors and assigns shall maintain, repair, renovate or replace all Park Improvements in conformance with the Park’s original Site Plan. All maintenance, repair, renovation, or replacement of Park Improvements shall be performed as prescribed under a set of standards which shall be set forth in a Maintenance Manual which shall be prepared by SMR and submitted for review and approval to the City’s Department of Parks and Recreation within a reasonable period of time not to exceed one (1)-year following the execution of this Agreement. The Maintenance Manual shall then be incorporated by reference and made a part of this Agreement.

ARTICLE 4

CONSTRUCTION OF THE PARK

4.1 Construction of Site Improvements. SMR will construct the Park and Site Improvements according to the Site Plan. SMR will pay for all Park and Site Improvements. Subject to any delay caused by a force majeure event, commencement of construction of Park and Site Improvements shall occur no later than May 1, 2024 and construction must be complete no later than December 31, 2024, provided that the completion date shall be December 31, 2025 if SMR is not able to perform the earthwork for the Park Improvements before the ground freezes at the beginning of the 2023- 2024 winter. Subject to timely approval of the Site Plan and the Plat and receipt of the necessary permits from the City, SMR desires to commence construction of the Park in the fall of 2023 and complete the construction by the end of May, 2024. Force majeure events are events, occurrences or circumstances beyond SMR’s reasonable control, including but not limited to weather, work stoppages and vendor delays.

4.2 Project Construction Management. SMR will be responsible for all aspects of construction of the Park and Site Improvements, including but not limited to project management, contract compliance, payment of contractors, subcontractors and material suppliers. SMR shall work with the City to coordinate and review the construction of the Park and Site Improvements to ensure that they are constructed in a manner consistent with the Site Plan and Common Vision. SMR shall notify the City in writing upon completion of the Park and Site Improvements and the City shall promptly inspect the Park and the Site Improvements and either confirm that the construction has been completed in accordance with the Site Plan or advise SMR in writing of any items that are not in material compliance with the Site Plan and need correction. The City shall provide a certificate of completion once all corrections are made which SMR may record if it so chooses.

4.3 Compliance with Law. SMR will cause all construction to be performed in accordance with federal, state, and local laws, ordinances, rules, and regulations and shall require contractors to obtain permits, licenses, insurance, bonds, and/or approvals as needed to complete the Site Improvements. SMR will defend and hold harmless the City from any claims for unpaid wages due to any laborer who has worked on the Park and will not permit mechanic's liens to be placed on the Park.

4.4 Major Damage or Destruction. If the Park is destroyed or damaged to a point that it is no longer usable, SMR shall be required to replace the Park and any Park Improvements at its own expense. SMR shall also replace or repair any damaged or destroyed Site Improvements at its own expense.

4.5 Failure to construct the Park. SMR understands that construction of the Park and the Park and Site Improvements in accordance with this Agreement is a requirement for the construction of United Village and agrees that in the event that SMR has failed to comply with the provisions of 4.1, above, that in addition to any other remedies for breach of the Agreement the City may bring an action seeking specific performance of this Agreement.

ARTICLE 5

USE AND OPERATION OF THE PARK

5.1 Public Forum. SMR understands and agrees that the Park is a public forum for purposes of the First Amendment of the United States constitution. No permits are required for individuals to lawfully exercise the right to free speech. In no event will any permit be denied for gatherings or events for which permits are required based upon the content of the permit applicant's lawful messaging. SMR will not cause someone to be removed from the Park who is lawfully exercising their First Amendment rights.

5.2 Permitting Policy. SMR must have in place a policy for the issuance of permits for use of the Park. The policy must include, but not be limited to the uses permitted, what activities are not allowed, a fee schedule if any fee will be charged, the basis for revocation of permits, and the time by which applications must be submitted for consideration. City shall review and approve (which approval will not be unreasonably withheld, delayed or conditioned) the policy which will be attached as Appendix A to this Agreement. This

provision is not intended to impose an affirmative duty on SMR to allow any specific private uses of the Park by the public.

5.3 Rights of SMR. SMR shall have, (a) the exclusive Naming Rights (as defined in the Use Agreement) for the Park and the right to include recognition of the naming rights sponsor in the Park, subject to SMR complying with the guidelines attached as Exhibit J to the Use Agreement in selecting the naming rights sponsor for the Park and promptly notifying the City of the identity of the naming rights sponsor for the Park, and (b) the exclusive right to determine any programming in the Park, provided that the City's ordinances and regulations with respect to permitting and fees shall apply. SMR shall retain all revenues and other benefits payable or to be provided by the naming rights sponsor for the Park. SMR shall not have the right to close the Park to public access for its own exclusive use.

5.4 Advertising. SMR may not exercise, market or sell advertising rights in the Park that is not in compliance with the guidelines attached as Exhibit J to the Use Agreement.

5.5 Signage. Any signs installed in the Park must conform to City zoning requirements. In no event may billboards or permanent advertising signs be erected in the Park; provided that signage recognizing the naming rights sponsor of the Park shall not be considered a permanent advertising sign. SMR shall post signs which identify the hours of use of the Park and contain such other information regarding access to the Park by the public as the City and SMR determine necessary to communicate public access. SMR shall have the right to display a sign no larger than four feet by four feet providing the name of the Sculpture, the name of the sculptor, and background information on the Sculpture and the sculptor in such location on the Park as SMR reasonably determines.

5.6 Stormwater and City Water Systems. The City will permit, without any fees or costs, the Park to (i) hook up to the Snelling-Midway Infrastructure Stormwater Management District and to the City water service, and (ii) use the recycled water that the Snelling-Midway Infrastructure Stormwater Management District is to produce or the City water service to water the grass areas and trees in or surrounding the Park or the Site Improvements or for any drinking water if provided in the Park.

5.7 Utilities. SMR shall be responsible for installation of all utilities and infrastructure necessary for operation of the Park and for ongoing payment of services and utilities for the Park, including but not limited to gas, electricity, water, garbage collection and recycling, except as provided in Section 5.6.

5.8 Park Rules. SMR shall promulgate rules for the use of the Park, and may impose reasonable restrictions on the use of the Park provided such restrictions do not materially impair the right of the public to enjoy the use of the Park, and that the restrictions are content-neutral if they effect a user's First Amendment expression. Rules for use of the Park must be approved by the City which approval will not be unreasonably withheld, delayed or conditioned.

5.9 Park Security. SMR shall be responsible for maintaining ordinary safety and security of the Sculpture Park for the public. City park security staff will have no responsibility for patrol of the Sculpture Park or enforcement of Park rules.

5.10 Intellectual Property Rights. Neither the City nor SMR shall have any intellectual rights in the Sculpture and they shall be exclusively retained by the sculptor and the owner of the Sculpture, each of who shall have a non-exclusive, perpetual and royalty free right to take and disseminate pictures of the Sculpture in the Park.

5.11 Annual Audit. The Department of Parks and Recreation shall annually report to the Saint Paul City Council on SMR's use, operation, and maintenance of the Park to determine whether the Park is being used in accordance with the dedication required under Saint Paul Leg. Code §69.511(c)(4). In the event that the City Council determines that the Park is not being so used, parties shall meet to determine whether SMR will be able to comply with the requirements for public use going forward or if ownership of the Park will transfer to the City.

ARTICLE VI

COVENANT FOR USE OF LAND AS PARK

6.1 Dedication of parkland through the privately owned public spaces is accepted by the City upon the condition that the specified land be developed and maintained by the owners, subdividers, or developers, and any and all successors in interest thereof, of any type whatsoever, which includes, but is not limited to heirs and assigns, for the purposes listed in Saint Paul Legislative Code 69.511, subdivision (a). SMR hereby binds its affiliates and successors in interest to the requirements for use of the Park.

6.2 Consistent with Saint Paul Legislative Code §69.511 SMR must provide a recordable covenant running with the Park land indicating the purposes for which the Park may be used and that ownership of the Park will transfer to the City in the event of failure to maintain the Park for public use in accordance with the terms of this Agreement. The City acknowledges that SMR has a long-term lease on the Park land and intends to acquire fee title to the Park land but SMR is not currently the owner of the Park land. SMR covenants and agrees that once SMR or an affiliate of SMR becomes the fee title owner of the land where the Park is located, SMR will promptly cause the Recordable Covenant to be executed, delivered and filed of record. Unless and until SMR has recorded the Recordable Covenant, SMR agrees to pay in accordance with Section 9.2 the City a greenspace dedication fee in the amount of \$1,094,030.00 together with annual interest at the rate of 5.5% (the "Termination Fee") in the event the City terminates this Agreement due to an Event of Default (as defined below).

6.3 Parties agree that this Agreement will be filed and recorded promptly following upon execution but in no event later than filing of the Plat, and shall serve as the Recordable Covenant until SMR or an affiliate has become fee title owner and filed a separate Recordable Covenant to replace this Agreement of record.

6.4 In the event of a termination of this Agreement after SMR or an affiliate has acquired fee title to the Park, SMR shall be required at the City's election either to pay the greenspace dedication fee in the amount specified in Section 6.1 or to cause the Park to be transferred by limited warranty deed from the fee owner of the Park to the City.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

7.1 SMR shall defend, indemnify and hold the City and any of its officers, agents and employees harmless from any claims, damages, or causes of action arising from the construction, maintenance, use and operations of the Park, except as may arise from the failure of the City to comply with its obligations under this Agreement.

7.2 SMR shall provide at its own cost and expense, liability insurance covering the Park naming the City as an additional insured thereon. Insurance shall cover injury to persons or property in an amount not less than \$1,500,000 per occurrence, and \$2,000,000 aggregate. SMR shall be obligated to maintain such coverage in full force and effect at all times.

7.3 SMR shall obtain property damage insurance covering the Park in an amount which will pay for restoration or replacement of the Park in the event of major damage or destruction.

7.4 SMR shall indemnify the City with respect to the existence or nonexistence on or under the Park of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. "961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing indemnity relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Park, as well as any activity claimed to have been undertaken on or in the vicinity of the Park that would cause or contribute to causing (1) the Park to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Park within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. '691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Park within the meaning of, or otherwise bring the Park within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. '1251 *et seq.*, or any similar state law or local ordinance. Further, SMR indemnifies the City with respect to the existence of any substances or conditions in or on the Park that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory

requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Chapter 115C.

ARTICLE VIII

NON-DISCRIMINATION

8.1 SMR shall ensure that in connection with the construction of all improvements to the Park that no discrimination on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry (“Discrimination”) will be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors.

8.2 SMR shall further ensure that no such Discrimination shall be practiced against the public in its access to and use of the Park.

ARTICLE IX

DEFAULT AND REMEDIES

9.1 Events of Default. The following shall constitute Events of Default by SMR:

(a) Failure by SMR to comply with the terms of any applicable statute, law or regulation in the construction of the Park and Site Improvements and such failure has not been cured within 30 days after written notice from the City.

(b) Failure by SMR to begin construction of the Park and Site Improvements or to proceed with due diligence to complete the Park and Site Improvements in accordance with the timeline in Section 4.1, and such failure to begin or proceed with due diligence to complete the construction has not been cured within 30 days after written notice from the City to do so. If the default reasonably requires more than thirty (30) days to cure, such additional period of time shall be granted provided that the curing of the default is promptly commenced upon receipt by SMR of the notice of the default, and proceeds thereafter continuously to completion and is completed within a reasonable period of time. Any such extension in time must be reduced to writing.

(c) Any conveyance or other transfer of the ownership or lease interest of the Park or any part thereof which would make compliance with the terms of this Agreement impossible and such violation is not cured within 30 days after written demand by the City to SMR.

(d) Repeated failure by SMR to maintain the Park for public use and such failures cannot reasonably be subject to notice and opportunity to cure.

(e) Failure by SMR to comply with any other terms of this Agreement and such failure continues for a period of thirty (30) days after written notice by the City identifying the specific breach. If the default reasonably requires more than thirty (30) days to cure,

such additional period of time shall be granted provided that the curing of the default is promptly commenced upon receipt by SMR of the notice of the default, and proceeds thereafter continuously to completion and is completed within a reasonable period of time.

(f) The filing of any voluntary petition in bankruptcy, involuntary proceedings in bankruptcy are instituted against SMR and not discharged within 90 days or SMR makes an assignment of assets for the benefit of its creditors.

9.2 Remedies. If an Event of Default occurs and is not cured, the City may: (1) if the Recordable Covenant has been filed, the Park shall transfer to the City as therein provided, (2) if the Recordable Covenant has not been filed and SMR is the owner of the Park, SMR shall transfer the Park to the City pursuant to a limited warranty deed, or (3) if clauses (1) and (2) are not applicable, SMR shall pay the Termination Fee to the City if the Event of Default occurs prior to completion of the Site Plan or SMR shall pay the Termination Fee to the City if the Event of Default occurs after completion of the Site Plan. These are not intended to be exclusive of any other available remedy or remedies but shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall such delay or omission be construed to be a waiver thereof. In the event that the City is required to bring action to enforce the provision of the Agreement it shall be entitled to recovery of all of the costs of litigation including reasonable costs, disbursements and attorneys' fees, if the City is the prevailing party.

ARTICLE X

MISCELLANEOUS

10.1 Governing Law. This Agreement shall be governed in accordance with Minnesota law. Any action brought to enforce the terms of this Agreement will be venued in Ramsey County district court.

10.2 Further Assurances. The Parties agree to issue and execute such permits, agreements, easements and other instruments as may be reasonably necessary and lawful for each Party to fulfill its obligations under, and otherwise fulfill the purposes of, this Agreement.

10.3 Property Taxes. The Park shall not be subject to property taxes, assessments, and fees.

10.4 Merger; Non Merger. All preliminary negotiations are merged into this Agreement and the Dedication. This Agreement shall survive the granting and acceptance of the Dedication and shall not be considered merged into the Dedication.

10.5 Amendments; Waiver. This Agreement may be amended or supplemented only by a writing executed by the Parties, and no waiver of the terms of this Agreement shall be valid unless in writing and signed by the Parties.

10.6 Assignments. SMR may not assign its rights, duties, or powers under this Agreement without the express written approval of the Assignment by the City and any attempt to do so will be void; provided that SMR may delegate any of its rights or obligations under this Agreement to MUSC or MNUFC but no such delegation shall relieve or release SMR of its obligations under this Agreement. The respective rights and obligations of SMR under this Agreement shall be binding upon and inure to the benefit of their successors and assigns in the event such assignment is accepted by the City.

10.7 Recitals and Statement of Intent; Headings. The Recitals and Statement of Intent are part of this Agreement. The headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not part of this Agreement.

10.8 Counterparts. This Agreement and any amendments may be executed in several counterparts, each of which when so executed shall be deemed an original.

10.9 Acknowledgment. The City acknowledges that this Agreement partially satisfies the obligations of SMR for its obligations in connection with the development of United Village with respect to the green space defined in the Master Plan.

10.10 Mediation. All claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action provided for herein. Each party agrees to participate in up to two hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

10.11 Notices. Any notice required under this Agreement shall be sufficiently delivered if mailed, by registered or certified mail, postage prepaid, or delivered by messenger or overnight courier, as listed below, provided that the Parties may designate a different address to which notices may be directed.

City of Saint Paul:

Director, Department of Parks and Recreation
400 City Hall Annex
25 West 4th Street
Saint Paul, MN 55102

With a copy to:

Office of the City Attorney
400 City Halls

SMR:

William W. McGuire, Managing Member
Snelling-Midway Redevelopment, LLC
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402

With a copy to:

Bruce J. Parker
Kaplan, Strangis and Kaplan, P. A.

15 West Kellogg Blvd.
Saint Paul, MN 55102

730 Second Avenue South, Suite 1450
Minneapolis, MN 55402

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Parkland Development Agreement as of the date first written above.

CITY OF SAINT PAUL

SNELLING-MIDWAY REDEVELOPMENT, LLC

for By: Jaime Luecke
Mayor

By: William W. McGuire
William W. McGuire
Managing Member

By: [Signature]
Director, Department of Parks
and Recreation

By: [Signature]
Director of Finance

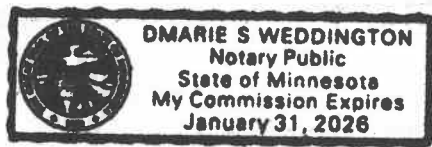
Approved as to form:

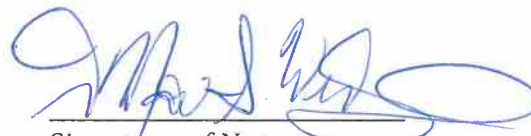
[Signature]
Assistant City Attorney

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 13th day of March, 2024, the undersigned Andy Rodriguez, Director of Parks and Recreation of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.





Signature of Notary

SNELLING-MIDWAY REDEVELOPMENT, LLC ACKNOWLEDGMENT

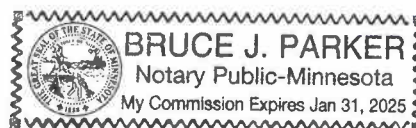
STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN

On this 1st day of March, 2024, the undersigned William W. McGuire, Managing Member of Snelling-Midway Redevelopment,, LLC, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.


Signature of Notary

THIS INSTRUMENT WAS DRAFTED BY:
OFFICE OF THE CITY ATTORNEY
15 WEST KELLOGG BOULEVARD
400 CITY HALL
ST. PAUL, MINNESOTA 55102



AGREEMENT EXHIBITS

Exhibit A – Plat

Exhibit B – Park Improvements

Exhibit C – Site Improvements



Exhibit A

Plat

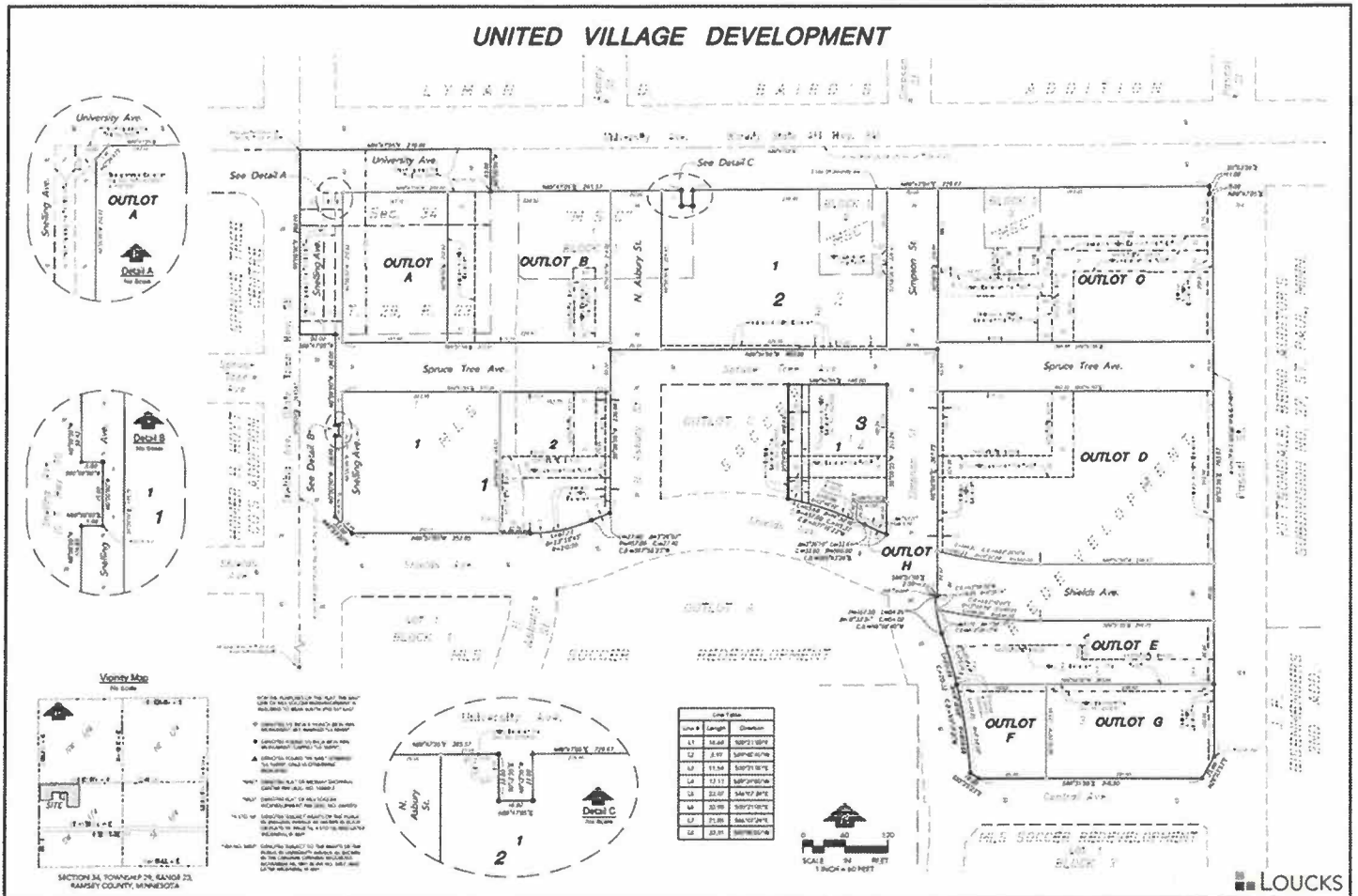
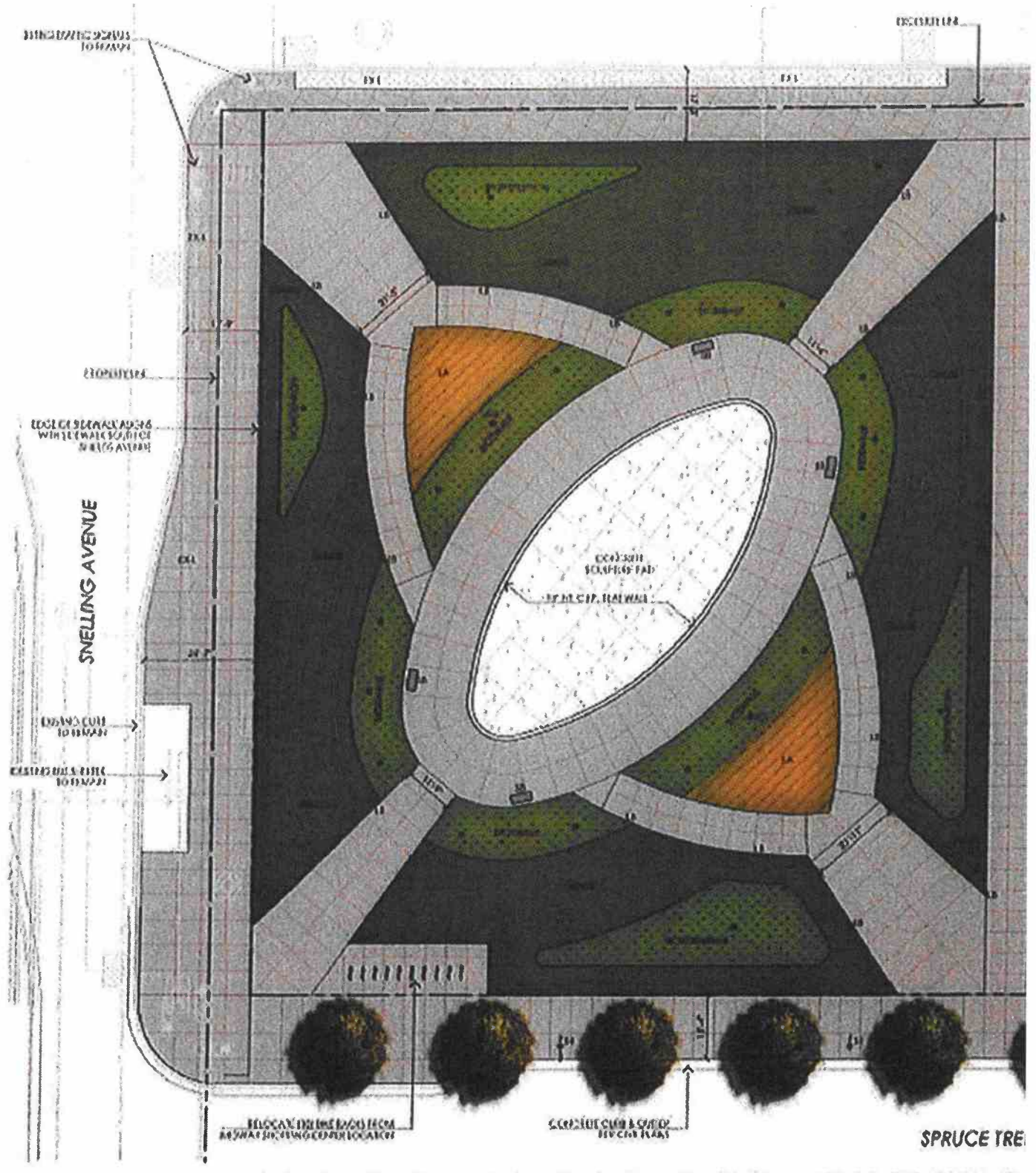


Exhibit B

Park Improvements



**PARKLAND AGREEMENT FOR PLAY SPACE
AMONG
THE CITY OF SAINT PAUL
MUSC HOLDINGS, LLC
AND
SNELLING-MIDWAY REDEVELOPMENT, LLC**

THIS PARKLAND AGREEMENT (hereinafter "Agreement") is made and entered into this 14 day of March, 2024 (the "Effective Date), among the City of Saint Paul, MN ("City"), MUSC Holdings, LLC, a Minnesota limited liability company ("MUSC"), and SNELLING-MIDWAY REDEVELOPMENT, LLC, a Minnesota limited liability company ("SMR" and collectively with the City and MUSC called the "Parties" and each individually called a "Party").

ARTICLE 1

RECITALS AND STATEMENT OF INTENT

1.1 City and MUSC entered into the Development Agreement (as defined below) pursuant to which MUSC designed and constructed a professional soccer stadium (the "Stadium") and surrounding plaza areas and greenspaces (the "Stadium Site) and where Minnesota United Soccer Club, LLC, a limited liability company ("MNUFC") and a wholly-owned subsidiary of MUSC, plays its Major League Soccer ("MLS") home games in the Stadium.

1.2 SMR desires to redevelop the Snelling Midway superblock in Saint Paul, Minnesota surrounding the Stadium. The redevelopment will be called "United Village." As part of the first phase of United Village, SMR wishes to design and construct certain commercial and retail improvements, structured and surface parking to serve the improvements, a sculpture plaza and a playground area.

1.3 SMR desires to plat the land upon which United Village would be constructed and operated and therefore, pursuant to Saint Paul Legislative Code Chapter 69 a preliminary plat application by SMR was made to the City for the said land which was approved by the City for the land described therein on September 20, 2023 in Council File No. RES PH 23-227.

1.4 The City previously approved the Midway Snelling Master Plan (the "Master Plan") for the 34.5 acre Snelling Midway superblock that includes the Stadium Site and United Village on August 19, 2016 in Council File No. RES PH 16-252.

1.5 SMR has proposed public improvements for a playground area on Outlot F (0.34 acres) in Exhibit "A" hereto (the "Playground") which is the subject of this Agreement among the City, SMR and MUSC which has the land rights to Outlot F,

1.6 The preliminary plat approval contained various conditions including a requirement that approximately the 0.34 acres of land for the Playground be dedicated and perpetually operated as privately-owned public space pursuant to the requirements of Saint Paul Legislative Code §69.511(c) and that this Agreement be entered into by SMR and the City.

1.7 The Saint Paul City Council has sole discretion to determine to waive all or a portion of the land dedication required under subdivision (a) of Legislative Code §69.511 and has determined to waive the land dedication requirements under subdivision (a) of Legislative Code §69.511 for the development of United Village in consideration of SMR and MUSC entering into an agreement for the private development and/or maintenance of land for public use for parks, playgrounds, recreation facilities, wetlands, trails, or open space within the proposed plat, subject to certain conditions as outlined in this Agreement for the Playground.

1.8 MUSC intends to fulfill said dedication requirement on Outlot F (0.34 acres) in Exhibit "A", through this Agreement and, when filed, a covenant running with Outlot F pursuant to Saint Paul Legislative Code §69.511(c) when such covenant is executed, delivered and filed as provided in Section 6.2.

1.9 This Agreement is being entered into by MUSC, SMR and the City to fulfill certain requirements of Legislative Code §69.511(c) for the private development and maintenance of Outlot F as a public play space.

NOW, THEREFORE, the City, MUSC and SMR enter into this Agreement as follows:

ARTICLE 2

DEFINITIONS

2.1 Advertising. Promoting the sale or use of products or services through advertisements, sponsorships, or promotional activities, including but not limited to permanent or temporary messages and displays affixed to Park infrastructure and amenities.

2.2 Agreement. This document, containing the recitations of the City's, SMR's and MUSC's respective obligations to develop, operate, and maintain Park for the benefit of the public as provided in this Agreement. All the rights, obligations, duties, conditions, and requirements of the Agreement shall be binding upon SMR and MUSC and any of its successors and assigns.

2.3 Common Vision. The City, SMR and MUSC will share a "Common Vision" that the Park will be developed and maintained by MUSC as a play space open to the public as a component of the City's Park system-as well as for use and enjoyment by the public in connection with events and activities at the Stadium. The Common Vision will promote, balance, and integrate the following objectives:

- a. Create a Playground as an inviting destination available to the public year around consistent with other public playgrounds maintained by the City.

b. Reinforce that the purpose of the Park is for the use and enjoyment of the public.

c. Provide vibrant space for the neighborhoods around the United Village development to support the physical, economic, environmental and social health within the community.

d. Those concepts set forth in the Master Plan, the Snelling Avenue Area Station Plan and Greening the Green Line plan.

2.4 Recordable Covenant. The requirement in Saint Paul Legislative Code §69.511(c) (4) that the owners, subdividers, or developers of land to be maintained as privately owned public parkland must include a "Covenant" running with the specified land indicating that the land to be developed and maintained for the purposes listed in subdivision (a) of said section will revert to the city in the event of a failure to comply with this requirement.

2.5 Development Agreement. The Development Agreement dated as of April 1, 2016 by and between the City and MUSC and amendments thereto.

2.6 Park. That tract of land identified as Outlot F in Exhibit "A" which is to be used to satisfy the requirement for parkland dedication shall constitute the "Park".

2.7 Park Improvements. Park Improvements are all structures, paths, walkways, playground equipment, lighting and other park amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping which will be constructed on the Park as set forth in Exhibit "B" hereto subject to such revisions as SMR and MUSC may reasonably determine.

2.8 Plat. The plat in Exhibit "A".

2.9. Site Improvements. Site Improvements are all structures, paths, walkways, and other amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping which will be constructed adjacent to the Park and within the public right of way as set forth in Exhibit "C" hereto subject to such revisions as SMR and MUSC may reasonably determine.

2.10 Site Plan. The Site Plan shall be the final such plan proposed for the Park and adjacent right of way pursuant to Saint Paul Leg. Code § 61.401 - .402 and approved by the City's Department of Safety and Inspections consistent with Exhibit "B" and Exhibit "C". In the event that material design or any other material change to the approved Site Plan are contemplated by SMR, MUSC or any of their respective successors or assigns, such change can be undertaken only upon written notification to and with the written approval from the City which shall not be unreasonably withheld, delayed or conditioned.

2.11 Use Agreement. The Playing and Use Agreement dated April 1, 2016 by and between the City and MNUFC and amendments thereto.

ARTICLE 3

DESIGN AND MAINTENANCE OF THE PARK

3.1 Design of the Park. The design for the Park is set forth in Exhibit "B" hereto. Material changes to the Exhibit "B" which would materially alter its use as a public amenity will be communicated to the City for review and approval which will not be unreasonably withheld, delayed or conditioned. If the City determines that additional community review is needed it will have the right to require such review and be responsible for coordination of such review.

3.2 Park Maintenance, Repairs, Renovation or Replacement following Dedication. In furtherance of the Common Vision, MUSC or its successors and assigns shall maintain, repair, renovate or replace all Park Improvements in conformance with the Park's original Site Plan. All maintenance, repair, renovation, or replacement of Park Improvements shall be performed as prescribed under a set of standards which shall be set forth in a Maintenance Manual which shall be prepared by MUSC and submitted for review and approval to the City's Department of Parks and Recreation within a reasonable period of time not to exceed one (1)-year following the execution of this Agreement. The Maintenance Manual shall then be incorporated by reference and made a part of this Agreement.

ARTICLE 4

CONSTRUCTION OF THE PARK

4.1 Construction of Site Improvements. SMR will construct the Park and Site Improvements according to the Site Plan. SMR will pay for all Park and Site Improvements. Subject to any delay caused by a force majeure event, commencement of construction of Park and Site Improvements shall occur no later than May 1, 2024 and construction must be complete no later than December 31, 2024, provided that the completion date shall be December 31, 2025 if SMR is not able to perform the earthwork and pour the concrete base for the Park Improvements before the ground freezes at the beginning of the 2023- 2024 winter. Subject to timely approval of the Site Plan and the Plat and receipt of the necessary permits from the City, SMR desires to commence construction of the Park in the fall of 2023 and complete the construction by the end of May, 2024. Force majeure events are events, occurrences or circumstances beyond SMR's reasonable control, including but not limited to weather, work stoppages and vendor delays.

4.2 Project Construction Management. SMR will be responsible for all aspects of construction of the Park and Site Improvements, including but not limited to project management, contract compliance, payment of contractors, subcontractors and material suppliers. SMR shall work with the City to coordinate and review the construction of the Park and Site Improvements to ensure that they are constructed in a manner consistent with the Site Plan and Common Vision. SMR shall notify the City in writing upon completion of the Park and Site Improvements and the City shall promptly inspect the Park and the Site Improvements and either confirm that the construction has been completed in accordance with the Site Plan or advise SMR in writing of any items that are not in material

compliance with the Site Plan and need correction. The City shall provide a certificate of completion once all corrections are made which SMR or MUSC may record if it so chooses.

4.3 Compliance with Law. SMR will cause all construction to be performed in accordance with federal, state, and local laws, ordinances, rules, and regulations and shall require contractors to obtain permits, licenses, insurance, bonds, and/or approvals as needed to complete the Site Improvements. SMR will defend and hold harmless the City from any claims for unpaid wages due to any laborer who has worked on the Park and will not permit mechanic's liens to be placed on the Park.

4.4 Major Damage or Destruction. If the Park is destroyed or damaged to a point that it is no longer usable, MUSC shall be required to replace the Park and any Park Improvements at its own expense. MUSC shall also replace or repair any damaged or destroyed Site Improvements at its own expense.

4.5 Failure to construct the Park. SMR understands that construction of the Park and the Park and Site Improvements in accordance with this Agreement is a requirement for the construction of United Village and agrees that in the event that SMR has failed to comply with the provisions of 4.1, above, that in addition to any other remedies for breach of the Agreement the City may bring an action seeking specific performance of this Agreement.

ARTICLE 5

USE AND OPERATION OF THE PARK

5.1 Public Forum. MUSC understands and agrees that the Park is a public forum for purposes of the First Amendment of the United States constitution. No permits are required for individuals to lawfully exercise the right to free speech. In no event will any permit be denied for gatherings or events for which permits are required based upon the content of the permit applicant's lawful messaging. MUSC will not cause someone to be removed from the Park who is lawfully exercising their First Amendment rights.

5.2 Permitting Policy. MUSC must have in place a policy for the issuance of permits for use of the Park. The policy must include, but not be limited to the uses permitted, what activities are not allowed, a fee schedule if any fee will be charged, the basis for revocation of permits, and the time by which applications must be submitted for consideration. City shall review and approve (which approval will not be unreasonably withheld, delayed or conditioned) the policy which will be attached as Appendix A to this Agreement. This provision is not intended to impose an affirmative duty on MUSC to allow any specific private uses of the Park by the public.

5.3 Rights of MUSC. MUSC shall have, (a) the exclusive Naming Rights (as defined in the Use Agreement) for the Park and the right to include recognition of the naming rights sponsor in the Park, subject to MUSC complying with the guidelines attached as Exhibit J to the Use Agreement in selecting the naming rights sponsor for the Park and promptly notifying the City of the identity of the naming rights sponsor for the Park, and (b) the exclusive right to determine any programming in the Park, provided that the City's

ordinances and regulations with respect to permitting and fees shall apply. MUSC shall retain all revenues and other benefits payable or to be provided by the naming rights sponsor for the Park. MUSC shall not have the right to close the Park to public access for its own exclusive use.

5.4 Advertising. MUSC may not exercise, market or sell advertising rights in the Park that is not in compliance with the guidelines attached as Exhibit J to the Use Agreement.

5.5 Signage. Any signs installed in the Park must conform to City zoning requirements. In no event may billboards or permanent advertising signs be erected in the Park; provided that signage recognizing the naming rights sponsor of the Park shall not be considered a permanent advertising sign. MUSC shall post signs which identify the hours of use of the Park and contain such other information regarding access to the Park by the public as the City and MUSC determine necessary to communicate public access.

5.6 Stormwater and City Water Systems. The City will permit, without any fees or costs, the Park to (i) hook up to the Snelling-Midway Infrastructure Stormwater Management District and to the City water service, and (ii) use the recycled water that the Snelling-Midway Infrastructure Stormwater Management District is to produce or the City water service to water the grass areas and trees in or surrounding the Park or the Site Improvements or for any drinking water if provided in the Park.

5.7 Utilities. SMR shall be responsible for installation of all utilities and infrastructure necessary for operation of the Park and MUSC shall be responsible for the ongoing payment of services and utilities for the Park, including but not limited to gas, electricity, water, garbage collection and recycling, except as provided in Section 5.6.

5.8 Park Rules. MUSC shall promulgate rules for the use of the Park, and may impose reasonable restrictions on the use of the Park provided such restrictions do not materially impair the right of the public to enjoy the use of the Park, and that the restrictions are content-neutral if they effect a user's First Amendment expression. Rules for use of the Park must be approved by the City which approval will not be unreasonably withheld, delayed or conditioned.

5.9 Park Security. MUSC shall be responsible for maintaining ordinary safety and security of the Park for the public. City park security staff will have no responsibility for patrol of the Park or enforcement of Park rules.

5.10 Annual Audit. The Department of Parks and Recreation shall annually report to the Saint Paul City Council on MUSC's use, operation, and maintenance of the Park to determine whether the Park is being used in accordance with the dedication required under Saint Paul Leg. Code §69.511(c)(4). In the event that the City Council determines that the Park is not being so used, parties shall meet to determine whether MUSC will be able to comply with the requirements for public use going forward or if ownership of the Park will transfer to the City.

ARTICLE VI

COVENANT FOR USE OF LAND AS PARK

6.1 Dedication of parkland through the privately owned public spaces is accepted by the City upon the condition that the specified land be developed and maintained by the owners, subdividers, or developers, and any and all successors in interest thereof, of any type whatsoever, which includes, but is not limited to heirs and assigns, for the purposes listed in Saint Paul Legislative Code 69.511, subdivision (a). MUSC hereby binds its affiliates and successors in interest to the requirements for use of the Park.

6.2 Consistent with Saint Paul Legislative Code §69.511 MUSC must provide a recordable covenant running with the Park land indicating the purposes for which the Park may be used and that ownership of the Park will transfer to the City in the event of failure to maintain the Park for public use in accordance with the terms of this Agreement. The City acknowledges that MUSC has a long-term lease on the Park land and intends to acquire fee title to the Park land but MUSC is not currently the owner of the Park land. MUSC covenants and agrees that once MUSC or an affiliate of MUSC becomes the fee title owner of the land where the Park is located, MUSC will promptly cause the Recordable Covenant to be executed, delivered and filed of record. Unless and until MUSC has recorded the Recordable Covenant, MUSC or SMR agrees to pay in accordance with Section 9.2 the City a greenspace dedication fee in the amount of \$340,000.00 together with annual interest at the rate of 5.5% (the "Termination Fee") in the event the City terminates this Agreement due to an Event of Default (as defined below).

6.3 Parties agree that this Agreement will be filed and recorded promptly following upon execution but in no event later than filing of the Plat, and shall serve as the Recordable Covenant until MUSC or an affiliate has become fee title owner and filed a separate Recordable Covenant to replace this Agreement of record.

6.4 In the event of a termination of this Agreement after MUSC or an affiliate has acquired fee title to the Park, MUSC shall be required at the City's election either to pay the greenspace dedication fee in the amount specified in Section 6.1 or to cause the Park to be transferred by limited warranty deed from the fee owner of the Park to the City.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

7.1 SMR shall defend, indemnify and hold the City and any of its officers, agents and employees harmless from any claims, damages, or causes of action arising from the construction, except as may arise from the failure of the City to comply with its obligations under this Agreement. MUSC shall defend, indemnify and hold the City and any of its officers, agents and employees harmless from any claims, damages, or causes of action arising from the maintenance, use and operations of the Park, except as may arise from the failure of the City to comply with its obligations under this Agreement.

7.2 MUSC shall provide at its own cost and expense, liability insurance covering the Park naming the City as an additional insured thereon. Insurance shall cover injury to persons or property in an amount not less than \$1,500,000 per occurrence, and \$2,000,000 aggregate. MUSC shall be obligated to maintain such coverage in full force and effect at all times.

7.3 MUSC shall obtain property damage insurance covering the Park in an amount which will pay for restoration or replacement of the Park in the event of major damage or destruction.

7.4 MUSC shall indemnify the City with respect to the existence or nonexistence on or under the Park of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. "961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing indemnity relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Park, as well as any activity claimed to have been undertaken on or in the vicinity of the Park that would cause or contribute to causing (1) the Park to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Park within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. '691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Park within the meaning of, or otherwise bring the Park within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. '1251 *et seq.*, or any similar state law or local ordinance. Further, MUSC indemnifies the City with respect to the existence of any substances or conditions in or on the Park that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Chapter 115C.

ARTICLE VIII

NON-DISCRIMINATION

8.1 SMR shall ensure that in connection with the construction of all improvements to the Park that no discrimination on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry ("Discrimination") will be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors.

8.2 MUSC shall further ensure that no such Discrimination shall be practiced against the public in its access to and use of the Park.

ARTICLE IX

DEFAULT AND REMEDIES

9.1 Events of Default. Each of the following shall constitute an "Event of Default":

(a) Failure by SMR to comply with the terms of any applicable statute, law or regulation in the construction of the Park and Site Improvements and such failure has not been cured within 30 days after written notice from the City.

(b) Failure by SMR to begin construction of the Park and Site Improvements or to proceed with due diligence to complete the Park and Site Improvements in accordance with the timeline in Section 4.1, and such failure to begin or proceed with due diligence to complete the construction has not been cured within 30 days after written notice from the City to do so. If the default reasonably requires more than thirty (30) days to cure, such additional period of time shall be granted provided that the curing of the default is promptly commenced upon receipt by SMR of the notice of the default, and proceeds thereafter continuously to completion and is completed within a reasonable period of time. Any such extension in time must be reduced to writing.

(c) Any conveyance or other transfer of the ownership or lease interest of the Park or any part thereof which would make compliance with the terms of this Agreement impossible and such violation is not cured within 30 days after written demand by the City to MUSC.

(d) Repeated failure by MUSC to maintain the Park for public use and such failures cannot reasonably be subject to notice and opportunity to cure.

(e) Failure by SMR or MUSC to comply with any other terms of this Agreement and such failure continues for a period of thirty (30) days after written notice by the City identifying the specific breach. If the default reasonably requires more than thirty (30) days to cure, such additional period of time shall be granted provided that the curing of the default is promptly commenced upon receipt by SMR or MUSC, as the case may be, of the notice of the default, and proceeds thereafter continuously to completion and is completed within a reasonable period of time.

(f) The filing of any voluntary petition in bankruptcy, involuntary proceedings in bankruptcy are instituted against SMR prior to completion of the Site Plan or against MUSC after completion of the Site Plan and not discharged within 90 days or if either (I) prior to completion of the Site Plan, SMR makes an assignment of assets for the benefit of its creditors or (II) after completion of the Site Plan, MUSC makes an assignment of assets for the benefit of its creditors.

9.2 Remedies. If an Event of Default occurs and is not cured, the City may: (1) if the Recordable Covenant has been filed, the Park shall transfer to the City as therein provided,

(2) if the Recordable Covenant has not been filed and MUSC is the owner of the Park, MUSC shall transfer the Park to the City pursuant to a limited warranty deed, or (3) if clauses (1) and (2) are not applicable, SMR shall pay the Termination Fee to the City if the Event of Default occurs prior to completion of the Site Plan or MUSC shall pay the Termination Fee to the City if the Event of Default occurs after completion of the Site Plan. These are not intended to be exclusive of any other available remedy or remedies but shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall such delay or omission be construed to be a waiver thereof. In the event that the City is required to bring action to enforce the provision of the Agreement it shall be entitled to recovery of all of the costs of litigation including reasonable costs, disbursements and attorneys' fees, if the City is the prevailing party.

ARTICLE X

MISCELLANEOUS

10.1 Governing Law. This Agreement shall be governed in accordance with Minnesota law. Any action brought to enforce the terms of this Agreement will be venued in Ramsey County district court.

10.2 Further Assurances. The Parties agree to issue and execute such permits, agreements, easements and other instruments as may be reasonably necessary and lawful for each Party to fulfill its obligations under, and otherwise fulfill the purposes of, this Agreement.

10.3 Property Taxes. The Park shall not be subject to property taxes, assessments and fees.

10.4 Merger; Non Merger. All preliminary negotiations are merged into this Agreement and the Dedication. This Agreement shall survive the granting and acceptance of the Dedication and shall not be considered merged into the Dedication.

10.5 Amendments; Waiver. This Agreement may be amended or supplemented only by a writing executed by the Parties, and no waiver of the terms of this Agreement shall be valid unless in writing and signed by the Parties.

10.6 Assignments. Neither SMR nor MUSC may assign its rights, duties, or powers under this Agreement without the express written approval of the Assignment by the City and any attempt to do so will be void; provided that MUSC may delegate any of its rights or obligations under this Agreement to MNUFC but no such delegation shall relieve or release MUSC of its obligations under this Agreement and MUSC and SMR may assign to the other any of its rights, duties, or powers under this Agreement. The respective rights and obligations of MUSC and SMR under this Agreement shall be binding upon and inure to the benefit of their successors and assigns in the event such assignment is accepted by the City.

10.7 Recitals and Statement of Intent; Headings. The Recitals and Statement of Intent are part of this Agreement. The headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not part of this Agreement.

10.8 Counterparts. This Agreement and any amendments may be executed in several counterparts, each of which when so executed shall be deemed an original.

10.9 Acknowledgment. The City acknowledges that this Agreement partially satisfies the obligations of SMR for its obligations in connection with the development of United Village with respect to the green space defined in the Master Plan.

10.10 Mediation. All claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action provided for herein. Each party agrees to participate in up to two hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

10.11 Notices. Any notice required under this Agreement shall be sufficiently delivered if mailed, by registered or certified mail, postage prepaid, or delivered by messenger or overnight courier, as listed below, provided that the Parties may designate a different address to which notices may be directed.

City of Saint Paul:

Director, Department of Parks and Recreation
400 City Hall Annex
25 West 4th Street
Saint Paul, MN 55102

With a copy to:

Office of the City Attorney
400 City Halls
15 West Kellogg Blvd.
Saint Paul, MN 55102

MUSC:

William W. McGuire, Managing Member
MUSC Holdings, LLC
4150 Olson Memorial Highway, Suite 300
Golden Valley, MN 55422

With a copy to:

Sara Dagget, General Counsel
MUSC Holdings, LLC
4150 Olson Memorial Highway, Suite 300
Golden Valley, MN 55422

SMR:

William W. McGuire, Managing Member
SMR Holdings, LLC
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402

With a copy to:

Bruce J. Parker
Kaplan, Strangis and Kaplan, P. A.
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Parkland Development Agreement as of the date first written above.

CITY OF SAINT PAUL

MUSC HOLDINGS, LLC

By: Jaime Tucker
for Mayor

By: William W. McGuire
William W. McGuire
Managing Member

By: [Signature]
Director, Department of Parks
and Recreation

SNELLING-MIDWAY REDEVELOPMENT, LLC

By: [Signature]
Director of Finance

By: William W. McGuire
William W. McGuire
Managing Member

Approved as to form:

[Signature]
Assistant City Attorney

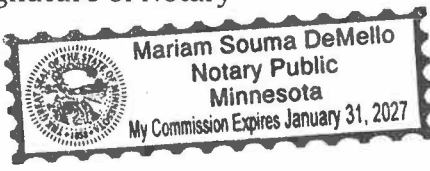
CITY ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 13th day of March, 2024, the undersigned Jaime Tincher, Deputy Mayor, Mayor of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Mariam Souma DeMello
Signature of Notary

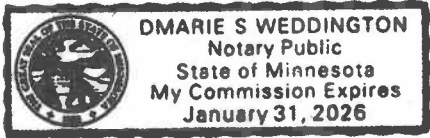


STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 12th day of March, 2024, the undersigned John McCarthy, Director of Finance for the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

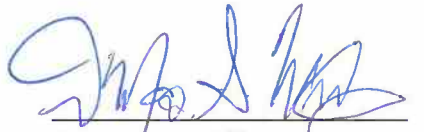
DMarie S Weddington
Signature of Notary



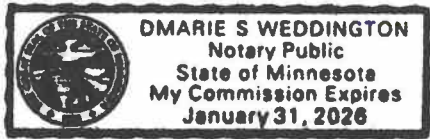
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 13th day of March, 2024, the undersigned Candy Rodriguez, Director of Parks and Recreation of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.



Signature of Notary

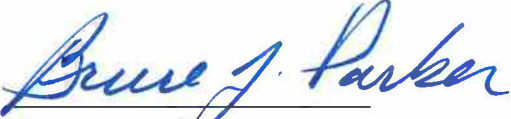


MUSC HOLDINGS, LLC ACKNOWLEDGMENT

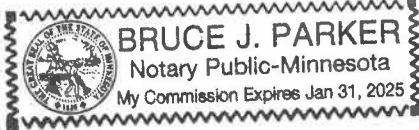
STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN

On this 1st day of March, 2024, the undersigned William W. McGuire, Managing Member of MUSC Holdings, LLC, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.



Signature of Notary



SNELLING-MIDWAY REDEVELOPMENT, LLC ACKNOWLEDGMENT

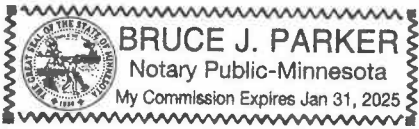
STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN

On this 1st day of March, 2024, the undersigned William W. McGuire, Managing Member of Snelling-Midway Redevelopment,, LLC, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.



Signature of Notary



THIS INSTRUMENT WAS DRAFTED BY:
OFFICE OF THE CITY ATTORNEY
15 WEST KELLOGG BOULEVARD
400 CITY HALL
ST. PAUL, MINNESOTA 55102

AGREEMENT EXHIBITS

Exhibit A - Plat

Exhibit B - Park Improvements

Exhibit C - Site Improvements

Exhibit A

Plat

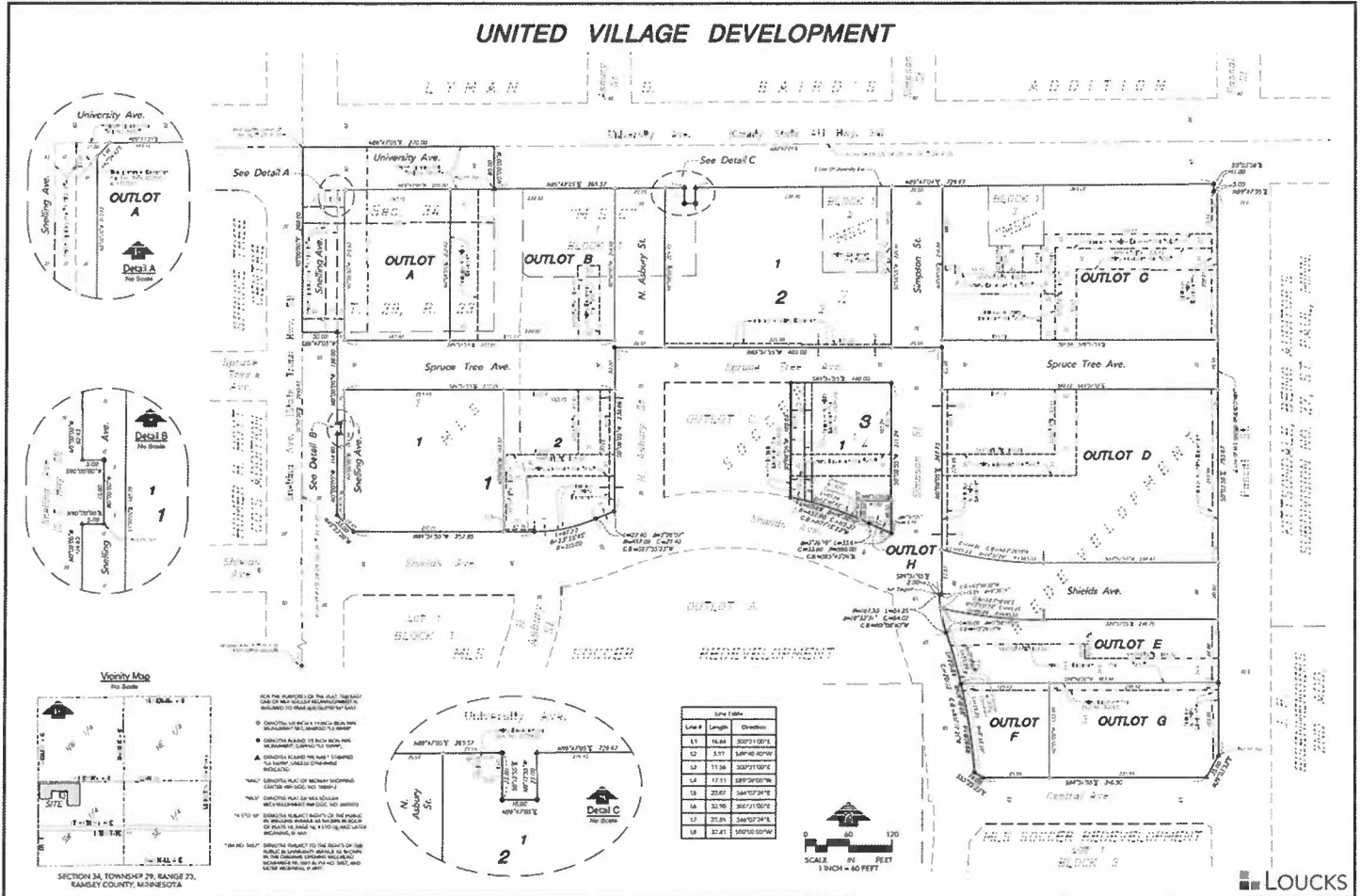


Exhibit C

Site Improvements

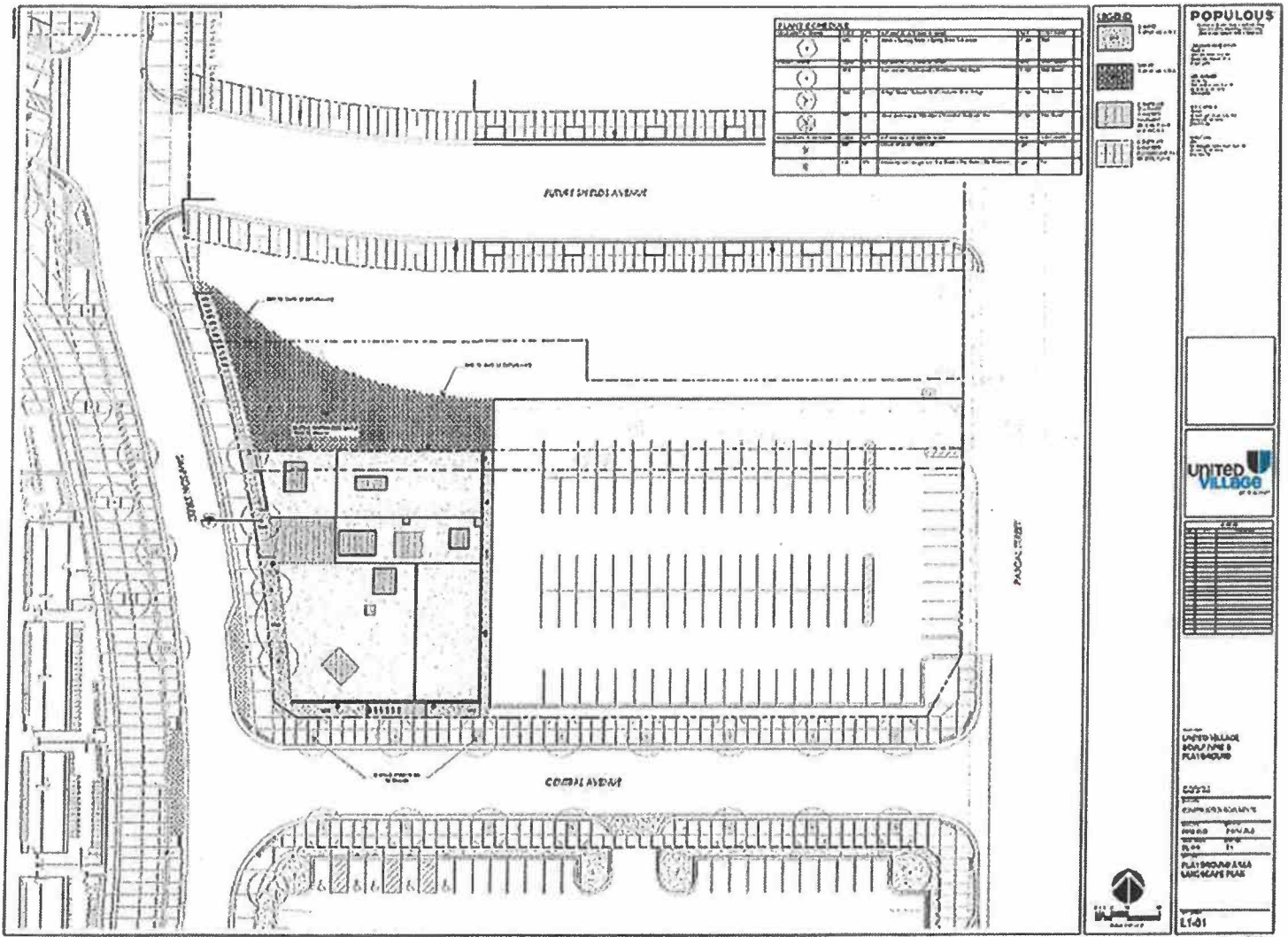


EXHIBIT W-1

Form of Assignment and Assumption of Development Agreement for Developing Entity Transfers

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

(United Village)

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT this “Agreement”) is made effective as of _____, 2024 (the “Effective Date”), by and between Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (“Assignor”), and _____, a _____ (“Assignee”).

RECITALS

WHEREAS, Assignor is the owner of land located in the City of Saint Paul (the “City”), County of Ramsey, State of Minnesota and legally described in Exhibit A attached to this Agreement, together with all improvements thereon and all rights, privileges, easements, licenses, rights of way, appurtenances and hereditaments relating thereto (the “Development Property”); and

WHEREAS, the Development Property is wholly located within the Saint Paul Neighborhood Redevelopment Project Area (as expanded, the “Project Area”) and the Snelling Midway Redevelopment Tax Increment Financing District, a redevelopment district under the provisions of Minnesota Statutes sections 469.174 through 469.1794, as amended (the “TIF District”); and

WHEREAS, the Development Property is subject to the Snelling Midway Redevelopment Site Master Plan dated April 18, 2016, as revised May 24, 2016, together with all reports and notices therewith as presented for a public hearing on August 3, 2016 under Resolution PH 16-239 and adopted by the City Council on August 17, 2016, and as amended by Resolution 23-1442 that was adopted by the City Council on September 20, 2023 (as the same may be amended, modified or supplemented from time to time, the “Master Plan”); and

WHEREAS, the Development Property is also currently subject to that certain Development Agreement (the “Development Agreement”) dated June 28, 2024, and entered into by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “HRA”), and Assignor; and

WHEREAS, pursuant to and in accordance with the Development Agreement, Assignor has or will construct and install within the Development Property certain Phase I Elements, including certain Vertical Elements consisting of a Hotel, an Office Building and a Restaurant Pavilion, and certain Public Infrastructure; and

WHEREAS, the HRA will provide certain financial assistance in connection with the construction of a portion of the Minimum Improvements as contemplated by the Development Agreement; and

WHEREAS, the Development Property has been platted into development-ready parcels for the development and construction of the Phase I Elements; and

WHEREAS, as of the Effective Date, Assignor has conveyed to Assignee that portion of the Development Property legally described in the attached Exhibit B (the “Assigned Phase I Parcel”); and

WHEREAS, pursuant to Section 8.3 of the Development Agreement, the owner of any Phase I Parcel who undertakes or intends to undertake the design, financing, development and construction of any Vertical Element on a Phase I Parcel is referred to as a “Developing Entity” and each Developing Entity is required to assume all obligations under the Development Agreement in connection with the design, financing, development and construction of the Vertical Element and the Assigned Phase I Parcel; and

WHEREAS, in accordance with Section 8.3 of the Development Agreement, Assignee is executing this Agreement to accept and assume and agree to perform all obligations relating to the Vertical Element described in the Development Agreement as the [Hotel/Office Building/Restaurant Pavilion] (the “Assigned Vertical Element”) and the Assigned Phase I Parcel, arising from and after the Effective Date, all upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereafter contained, the parties hereby agree as follows:

1. Recitals; Defined Terms. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein. Terms capitalized in this Agreement, but not otherwise defined, have the meanings given to them in the Development Agreement.

2. Assignment; Assumption; Indemnification. Except as expressly set forth in this Section, Assignor hereby transfers, assigns and conveys to Assignee, from and after the Effective Date, all of Assignor’s right, title and interest in, to and under the Development Agreement related to the Assigned Phase I Parcel and the Assigned Vertical Element; provided, however, that the right to receive payment under the TIF Note for any Pledged Tax Increments related to the Assigned Phase I Parcel and the right to receive any proceeds of the Spending Plan TIF Loan shall remain with Assignor. From and after the Effective Date, Assignee hereby (a) accepts such transfer, assignment and conveyance of Assignor’s right, title and interest in, to and under the Development Agreement that apply to the Assigned Phase I Parcel and the Assigned Vertical Element, and hereby assumes all obligations of Assignor under the Development Agreement that apply to the Assigned Phase I Parcel and the Assigned Vertical Element, (b) agrees to perform all of the obligations, covenants, agreements and conditions related to the Assigned Phase I Parcel and the Assigned Vertical Element, and (c) agrees to cause the Assigned Vertical Element to be constructed in accordance with the terms of this Agreement, the Development Agreement, the Master Plan, and all local, state and federal laws and regulations including environmental, zoning, energy conservation, building code and public health laws and regulations. Assignor agrees to

indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee with respect to Assignor's obligations with respect to the Assigned Vertical Element and Assigned Phase I Parcel arising prior to the Effective Date and shall reimburse Assignee for any costs and expenses incurred in connection with such claims, including reasonable attorney's fees related to such claims. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor with respect to the obligations assumed by Assignee under this Agreement after the Effective Date and shall reimburse Assignor for any costs and expenses incurred in connection with such claims, including reasonable attorney's fees related to such claims, to the extent such claims arise out of the failure of Assignee to comply with or to perform any obligations of Assignee first accruing on or after the Effective Date.

3. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor and the HRA that:

(a) Organization. Assignee is a _____ duly organized, validly existing and in good standing under the laws of the State of _____.

(b) Authorization, Validity and Enforceability. Assignee has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery and performance by Assignee of this Agreement has been duly authorized and approved by all necessary corporate action. This Agreement, when executed, shall constitute the valid and legally binding obligation of Assignee, enforceable against Assignee in accordance with its terms.

(c) Title to Assigned Phase I Parcel. Assignee is the owner of the Assigned Phase I Parcel in fee simple, has good and marketable title to the Assigned Phase I Parcel.

(d) Total Development Costs and Sources of Revenue. Assignee's estimate of the Total Development Costs of the Assigned Vertical Element and sources of revenue to pay such costs are set forth on Exhibit C attached to this Agreement. The sources of revenue will be sufficient to enable Assignee to successfully complete the Assigned Vertical Element in conformance with this Agreement.

(e) No Conflicts. Neither the execution and delivery of this Agreement, or any other documents attached hereto or referenced herein, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Assignee is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) Conflict of Interest. The execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes section 469.009, as amended.

(g) No Violations of Laws. Assignee has complied in all material respects with all Legal Requirements and is not in default with respect to any judgment, order, injunction

or decree of any court, administrative agency or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

(h) Litigation. To the actual knowledge of Assignee, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against Assignee seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of Assignee hereunder.

(i) No Notice. Assignee has received no notice or communication from any local, State or federal official that the activities of Assignee or the HRA in the Project Area may be or will be in violation of any Environmental Law. Assignee is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any Laws or review procedure.

(j) Representation as to Development. Assignee represents to Assignor and the HRA that its acquisition of the Assigned Phase I Parcel and its other undertakings under this Agreement are for the purpose of developing the Assigned Vertical Element on the Assigned Phase I Parcel, and not for the purpose of speculation in land holding.

4. Pre-Construction Covenants. Prior to commencement of construction of the Assigned Vertical Element on the Assigned Phase I Parcel, to the extent not provided to the HRA at the time of the Developer's notice of the Developing Entity Transfer pursuant to Section 8.3(b) of the Development Agreement, Assignee shall provide the following to the HRA:

(a) proof of insurance required for the benefit of the HRA pursuant to Section 7.1(a)(i) of the Development Agreement for such Assigned Vertical Element;

(b) a copy of all agreements which will create a valid and enforceable mortgage lien against the Assigned Phase I Parcel that are or will be in effect as of the construction start date;

(c) a copy of all leases, management contracts or other similar contracts between Assignee and any other entity that relate to the Assigned Phase I Parcel that are in effect as of the construction start date;

(d) satisfactory evidence of Assignee having obtained sufficient debt and equity financing commitments for such Vertical Elements, provided that any commitments may be subject to conditions that are normal and customary in commercial real estate development;

(e) a budget, a listing of the sources and uses, and a 10-year cash flow pro forma demonstrating the financial ability of Assignee to timely complete the Assigned Vertical Element to be constructed on the Assigned Phase I;

(f) the architect's and general contractor's contracts for construction of the Assigned Phase I Element, and, if a general contractor's agreement is in effect that has a

guaranteed maximum price provision, the Schedule of Values for such Assigned Phase I Element; and

(g) any updates or changes to any of the information provided to the HRA at the time of the Developing Entity Transfer.

5. Construction Bonds. Assignee is not obligated to procure or maintain performance bonds, payment bonds, or other security with respect to the Assigned Vertical Element under the Development Agreement, but Assignee may be required to provide certain performance security in accordance with City ordinances in connection with the City's land use and zoning approvals for the Assigned Vertical Element on the Assigned Phase I Parcel.

6. Liens. If any mechanic's lien is filed arising out of any work or materials performed or provided by or on behalf of Assignee, Assignee shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the HRA a bond or other security for such lien reasonably satisfactory to the HRA.

7. Approvals. Before commencing construction of the Assigned Vertical Element, Assignee will be responsible for obtaining all permits, licenses and approvals necessary for the Assigned Vertical Element to be constructed in accordance with applicable Legal Requirements and the Development Agreement.

8. Notices. All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this Section):

To the HRA: Housing and Redevelopment Authority of the City of Saint
Paul, Minnesota
13th Floor City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Attn: Executive Director

with a copy to: City Attorney's Office
400 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102
Attn: PED Attorney

To Assignor: Snelling-Midway Redevelopment, LLC
730 South Second Avenue, Suite 1450
Minneapolis, Minnesota 55402
Attn: William W. McGuire, Managing Member

with a copy to: Kaplan, Strangis and Kaplan, P.A.
730 South Second Avenue, Suite 1450
Minneapolis, Minnesota 55402
Attn: Bruce J. Parker

To Assignee: _____

Attn: _____

with a copy to: _____

Attn: _____

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective party, as provided in this Section. Notices sent by a party's counsel shall be deemed notices sent by such party.

9. No Defaults. Assignor hereby represents to Assignee that, as of the Effective Date, it has complied with all agreements, covenants and obligations required to be performed by it under the Development Agreement and there are no Events of Default by it in effect or which would be in effect, but for the passage of time or giving of notice. Assignor also represents to Assignee that it is not aware of any uncured defaults by the HRA under the Development Agreement as of the Effective Date, nor is Assignor aware of any facts that, but for the passage of time or the giving of notice, would constitute a default by the HRA.

10. Consent of the HRA. The HRA consents to the assignment of Assignee's interest under this Agreement; provided, however, that Assignor shall remain jointly and severally liable with Assignee for all of the obligations under the Development Agreement assigned by Assignor to Assignee, and Assignor shall remain solely liable for all of the obligations under the Development Agreement not assigned to Assignee under this Agreement. The HRA's consent to this Agreement shall not be construed as a consent to any future assignment of the Development Agreement by Assignor or Assignee or to any of their respective obligations thereunder. All future assignments of the Development Agreement by either Assignor or Assignee or any sale of any portion of the Development Property shall be made in accordance with the assignment provisions in Section 8.3 of the Development Agreement and shall be subject to all terms and conditions of the Development Agreement.

11. Miscellaneous.

(a) Recording. This Agreement shall be recorded with the Ramsey County Registrar of Titles at no cost to the HRA.

(b) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and

perform its respective obligations hereunder and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

(d) Additional Documents and Approval. The parties, whenever and as often as any shall be reasonably requested to do so, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in and to carry out the purpose and intent of this Agreement.

(e) Amendment. No amendment, modification or termination of this Agreement shall be valid unless in writing and duly executed by Assignor and Assignee and consented to in writing by the HRA.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one instrument.

[Remainder of page intentionally left blank; signature pages follow]

ASSIGNEE:

[NAME OF ASSIGNEE],

a _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, the _____ of
_____, a _____, on behalf of the
_____.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD. (CJP)
400 Northtown Financial Plaza
200 Coon Rapids Blvd.
Minneapolis, MN 55433
Telephone: 763-780-8500

[Assignee's Signature Page to Assignment and Assumption of Development Agreement]

CONSENT AND ACKNOWLEDGMENT

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota, by its undersigned designated representatives, hereby expressly consents to the foregoing Assignment and Assumption of Development Agreement.

**HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
SAINT PAUL, MINNESOTA,**
a public body corporate and politic of the State
of Minnesota

By: _____
Its: Chair or Commissioner

By: _____
Its: Executive Director

By: _____
Director, Office of Financial Services of the City

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

[Consent Signature Page to Assignment and Assumption of Development Agreement]

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of ____ 2024, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of ____ 2024, by _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

EXHIBIT A

Legal Description of the Development Property

The property located in the City of Saint Paul, Ramsey County, Minnesota legally described as:

Lot 1, Block 1, Lot 2, Block 1, Lot 1, Block 2, Lot 1, Block 3, and Outlots A, B, C, D, E, F and G, United Village Development, according to the recorded plat thereof.

Torrens Property

Including all interior and adjacent streets and rights of way

EXHIBIT B

Legal Description of the Assigned Phase I Parcel

The property located in the City of Saint Paul, Ramsey County, Minnesota legally described as:

[TO BE ADDED]

Torrens Property

EXHIBIT C

Total Development Costs and Sources of Revenue

[TO BE ADDED AT TIME OF ASSIGNMENT]

4274619.7

EXHIBIT W-2

Form of Assignment and Assumption of Development Agreement for Other Transfers

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

(United Village)

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
(this “Agreement”) is made effective as of _____, 2024 (the “Effective Date”), by and between _____, a _____ (“Assignor”)¹,
and _____, a _____ (“Assignee”).

RECITALS

WHEREAS, as of the Effective Date, Assignor has conveyed to Assignee that certain real property situated in the city of Saint Paul (the “City”), County of Ramsey, State of Minnesota, and legally described in the attached Exhibit A (the “Assigned Development Parcel”), which Assigned Development Parcel is located within the Saint Paul Neighborhood Redevelopment Project Area and the Snelling Midway Redevelopment Tax Increment Financing District, a redevelopment district under the provisions of Minnesota Statutes sections 469.174 through 469.1794, as amended; and

WHEREAS, the Assigned Development Parcel is also currently subject to that certain Development Agreement (the “Development Agreement”) dated June 28, 2024, and entered into by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “HRA”), and Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company (the “Developer”); and

WHEREAS, pursuant to and in accordance with the Development Agreement, Developer, or its assignee, has constructed and installed within the Assigned Development Parcel certain Minimum Improvements on the Development Property, each as defined in the Development Agreement; and

WHEREAS, the HRA has provided certain financial assistance in connection with the construction of a portion of the Minimum Improvements as contemplated by the Development Agreement; and

WHEREAS, in accordance with Section 8.3(e) of the Development Agreement, Assignee is executing this Agreement to accept and assume and agree to perform all obligations of Assignor under the Development Agreement relating to the Assigned Development Parcel arising from and after the Effective Date, all upon the terms and conditions of this Agreement.

¹ In the event that the Assignor is a Developing Entity, the Developer will also be a party to this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereafter contained, the parties hereby agree as follows:

1. Recitals; Defined Terms. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein. Terms capitalized in this Agreement, but not otherwise defined, have the meanings given to them in the Development Agreement.
2. Assignment; Assumption; Indemnification. Except as expressly set forth in this Section, Assignor hereby transfers, assigns and conveys to Assignee, from and after the Effective Date, all of Assignor's right, title and interest in, to and under the Development Agreement related to the Assigned Development Parcel; provided, however, that the right to receive payment under the TIF Note for any Pledged Tax Increments related to the Assigned Development Parcel and the right to receive any proceeds of the Spending Plan TIF Loan shall remain with Assignor. From and after the Effective Date, Assignee hereby accepts such transfer, assignment and conveyance of Assignor's right, title and interest in, to and under the Development Agreement that apply to the Assigned Development Parcel and any Minimum Improvements located thereon, and agrees to perform all of the obligations, covenants and agreements related to the Assigned Development Parcel and any Minimum Improvements located thereon.

Assignor agrees to indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee with respect to Assignor's obligations, covenants and agreements related to the Assigned Development Parcel and any Minimum Improvements located thereon and shall reimburse Assignee for any costs and expenses incurred in connection with such claims, including reasonable attorney's fees related to such claims, to the extent such claims arise out of the failure of Assignor to comply with or to perform any of Assignor's obligations, covenants and agreements under the Development Agreement related to the Assigned Development Parcel and any Minimum Improvements located thereon accruing prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor and the Developer harmless from and against any claims asserted against Assignor or the Developer with respect to the obligations, covenants and agreements under the Development Agreement related to the Assigned Development Parcel and any Minimum Improvements located thereon assumed by Assignee under this Agreement and shall reimburse Assignor for any costs and expenses incurred in connection with such claims, including reasonable attorney's fees related to such claims, to the extent such claims arise out of the failure of Assignee to comply with or to perform the obligations, covenants and agreements under the Development Agreement related to the Assigned Development Parcel and any Minimum Improvements located thereon first accruing on or after the Effective Date.

3. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor and the HRA that:

(a) Organization. Assignee is a _____ duly organized, validly existing and in good standing under the laws of the State of _____.

(b) Authorization, Validity and Enforceability. Assignee has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery and performance by Assignee of this Agreement has been duly authorized and approved by all necessary corporate action. This Agreement, when

executed, shall constitute the valid and legally binding obligation of Assignee, enforceable against Assignee in accordance with its terms.

(c) Title to Assigned Development Parcel. Assignee is the owner of the Assigned Development Parcel in fee simple, has good and marketable title to the Assigned Development Parcel.

(d) No Conflicts. Neither the execution and delivery of this Agreement, or any other documents attached hereto or referenced herein, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Assignee is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) Conflict of Interest. The execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes section 469.009, as amended.

(f) No Violations of Laws. Assignee has complied in all material respects with all Legal Requirements and is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

(g) Litigation. To the actual knowledge of Assignee, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against Assignee seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of Assignee hereunder.

(h) No Notice. Assignee has received no notice or communication from any local, State or federal official that the activities of Assignee or the HRA in the Project Area may be or will be in violation of any Environmental Law. Assignee is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any Laws or review procedure.

(i) Representation as to Development. Assignee represents to Assignor and the HRA that its acquisition of the Assigned Development Parcel and its other undertakings under this Agreement are not for the purpose of speculation in land holding.

4. Notices. All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this Section):

To the HRA: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota
13th Floor City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Attn: Executive Director

with a copy to: City Attorney's Office
400 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102
Attn: PED Attorney

To Assignor: _____

Attn: _____

with a copy to: _____

Attn: _____

To Assignee: _____

Attn: _____

with a copy to: _____

Attn: _____

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective party, as provided in this Section. Notices sent by a party's counsel shall be deemed notices sent by such party.

5. No Defaults. Assignor hereby represents to Assignee that, as of the Effective Date, it has complied with all of the obligations, covenants and agreements under the Development Agreement related to the Assigned Development Parcel and any Minimum Improvements located thereon and there are no Events of Default by it in effect or which would be in effect, but for the passage of time or giving of notice. Assignor also represents to Assignee that it is not aware of any uncured defaults by the HRA under the Development Agreement as of the Effective Date, nor is Assignor aware of any facts that, but for the passage of time or the giving of notice, would constitute a default by the HRA.

6. Notice to the HRA. Assignor has delivered the HRA notice of the assignment under this Agreement and has complied with the requirements of Section 8.3(e) of the Development Agreement.

7. Future Transfers. All future Transfers of the Assigned Development Parcel and assignments of the Development Agreement by Assignee shall be made in accordance with the assignment provisions in Section 8.3(e) of the Development Agreement and shall be subject to all terms and conditions of the Development Agreement relating to the Assigned Development Parcel, and an assignment and assumption agreement in substantially the same form as Exhibit W-2 to the Development Agreement shall be entered into so long as the Development Agreement remains in effect.

8. **ALTERNATIVE PROVISIONS:**

[Limited Continuing Obligations. Until the lookback is completed pursuant to Section 5.3(d) of the Development Agreement for all Vertical Elements and any adjustment has been made to the TIF Note, the Assignor and the Developer remain jointly and severally liable with Assignee for all of the obligations under the Development Agreement assigned by Assignor to Assignee relating to the lookback only, including those relating to providing information to the HRA to determine the application of Section 5.3(d) of the Development Agreement as it relates to the Assigned Development Parcel and any Minimum Improvements thereon (the “Information Requirements”) and, only in the case of the Developer or any holder of the TIF Note that is an assignee of the Developer or its successors or assigns, delivery of the TIF Note for any adjustments; provided, however, that to the extent Assignee performs any of such obligations under the Development Agreement pertaining to the Information Requirements, such performance by Assignee shall be considered performance by Assignor and the Developer. Upon completion of the lookback pursuant to Section 5.3(d) of the Development Agreement for all Vertical Elements and any adjustments to the TIF Note, the HRA hereby releases the Assignor and the Developer of all obligations, covenants and agreements under the Development Agreement with respect to the Assigned Development Parcel and the Minimum Improvements thereon.] **[ONLY INCLUDED IF THE LOOKBACK PURSUANT TO SECTION 5.3(d) OF THE DEVELOPMENT AGREEMENT HAS NOT BEEN COMPLETED.]**

[OR]

[Release of the Assignor and the Developer. The HRA hereby releases the Assignor and the Developer of all obligations, covenants and agreements under the Development Agreement with respect to the Assigned Development Parcel and the Minimum Improvements arising after the Effective Date.] **[INCLUDED IF THE LOOKBACK PURSUANT TO SECTION 5.3(d) OF THE DEVELOPMENT AGREEMENT HAS BEEN COMPLETED FOR ALL VERTICAL ELEMENTS AND ANY ADJUSTMENT TO THE TIF NOTE HAS BEEN MADE.]**

9. Miscellaneous.

(a) Recording. This Agreement shall be recorded with the Ramsey County Registrar of Titles by Assignor.

(b) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and perform its respective obligations hereunder and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

(d) Additional Documents and Approval. The parties, whenever and as often as any shall be reasonably requested to do so, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in and to carry out the purpose and intent of this Agreement.

(e) Amendment. No amendment, modification or termination of this Agreement shall be valid unless in writing and duly executed by Assignor and Assignee.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one instrument.

[Remainder of page intentionally left blank; signature pages follow]

EXHIBIT A

Legal Description of the Assigned Development Property

The property located in the City of Saint Paul, Ramsey County, Minnesota legally described as:

[TO BE ADDED]

Torrens Property

EXHIBIT X

Predevelopment Costs Expended Prior to May 31, 2024

Name	Net	Allocable Pre- Con	Parcel Specific
Accounting and Finance Consulting Ir	9,357.41	9,357.41	-
ATC GROUP SERVICES LLC Total	54,339.53	54,339.53	-
Braun Intertec Total	51,082.74	51,082.74	-
Capital Region Watershed District Tot	14,300.00	8,700.00	5,600.00
CITY OF ST.PAUL Total	116,370.25	114,826.25	1,544.00
Dunham Total	8,048.81	8,048.81	-
Faithful & Gould Total	15,000.00	-	15,000.00
Gordon McKinnon Total	100,000.00	100,000.00	-
Kaplan Total	364,504.70	363,854.70	650.00
Loucks Total	1,055,730.11	1,055,730.11	-
M. A. MORTENSON COMPANY Total	1,470,579.13	1,470,579.13	-
Marquette Advisors Inc Total	10,000.00	-	10,000.00
Mavo Systems Total	200,420.00	200,420.00	-
Community Liaison Total	67,500.00	67,500.00	-
MNUFC Reimbursement Total	110,321.98	110,321.98	-
Populous Total	523,220.25	523,220.25	-
Saint Paul Port Authority Total	294,148.05	294,148.05	-
Shenhon Total	52,157.50	52,157.50	-
SPRWS,(9A) Total	300.00	300.00	-
Stantec Total	480.00	480.00	-
Streamline Associates LLC Total	10,004.25	10,004.25	-
Summit Companies Total	685.00	685.00	-
Tegra Total	211,126.81	211,126.81	-
Grand Total	4,739,676.52	4,706,882.52	32,794.00