

## **NON-LENDER SUBORDINATION AGREEMENT**

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates its interests on real property in Ramsey County, Minnesota, which are evidenced by the following documents; (i) Memorandum of Sublease between MUSC Holdings, LLC (sublessor) and City of Saint Paul, dated November 15, 2017, filed December 31, 2018 as Document Number T02630825; (ii) Memorandum of Recognition, NonDisturbance and Attornment Agreement between RK Midway Shopping Center LLC, RK University Midway LLC (landlord) and Snelling-Midway Redevelopment, LLC, MUSC Holdings, LLC and City of Saint Paul (sublessor), dated November 15, 2017, filed December 31, 2018 as Document Number T02630826; (iii) Memorandum of Development Agreement between City of Saint Paul and MUSC Holdings, LLC dated December 20, 2018, filed December 31, 2018 as Document Number T02630830; (iv) Memorandum of Development Agreement between City of Saint Paul and MUSC Holdings, LLC dated December 20, 2018, filed December 31, 2018 as Document Number T02630830; and (v) Memorandum of Playing and Use Agreement between City of Saint Paul and the Minnesota United Soccer Club, LLC, dated December 20, 2018, filed December 31, 2018 as Document Number T02630831; and (vi) Net Ground Lease dated as of April 1, 2016, as amended, as evidenced by the Memorandum of Net Ground Lease dated November 29, 2018, filed December 31, 2018, as Document Number T022630822 all in the Office of the Registrar of Titles of Ramsey County, Minnesota, to the foregoing Environmental Covenant and Easement to which this agreement is attached.

Subject to the release provision in Section 2 of the Environmental Covenant and Easement, the undersigned agrees to be bound by the activity and use limitations in paragraph 7A and 7B and acknowledges the affirmative obligations of each Owner contained in paragraph 7C to the Environmental Covenant and Easement.

*SIGNATURE PAGE FOLLOWS*

**City of Saint Paul**

By: \_\_\_\_\_

Nicolle Goodman

Its: Director, Department of Planning and  
Economic Development

By: \_\_\_\_\_

John McCarthy

Its: Director, Office of Financial Services

By: \_\_\_\_\_

Jaime Tincher

Its: Deputy Mayor

By: \_\_\_\_\_

Shari Moore

Its: City Clerk

Approved as to form

By: \_\_\_\_\_

Assistant City Attorney

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Nicolle Goodman, as Director, Department of Planning and Economic Development of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) SS.  
COUNTY OF RAMSEY        )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by John McCarthy, as Director, Office of Financial Services of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) SS.  
COUNTY OF RAMSEY        )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Jaime Tincher, as Deputy Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) SS.  
COUNTY OF RAMSEY        )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Shari Moore, as City Clerk of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_