



City of Saint Paul, Minnesota  
Neighborhood Sales Tax Revitalization Program



**FIRST AMENDMENT TO LOAN AGREEMENT, PROMISSORY NOTE, AND  
SECURITY AGREEMENT**

Tracking # 14-114

Account Code # 203-10405

Project Title: Renovation of Highland-Grandview Theatres

**THIS FIRST AMENDMENT TO LOAN AGREEMENT, PROMISSORY NOTE, AND SECURITY AGREEMENT** (this "Amendment") is made effective this **1st** day of **April, 2018**, by and between **Highland-Grandview Limited Partnership**, a Minnesota non-profit corporation (the "Borrower"), and the City of Saint Paul, Minnesota, a municipal corporation (the "Lender").

**RECITALS**

**WHEREAS**, on **May 1<sup>st</sup>, 2016**, Borrower delivered and executed to Lender a certain Loan Agreement, Promissory Note in the original principal amount of **\$83,750**, and Security Agreement (collectively, the "STAR Loan,") through the 20<sup>th</sup> cycle of the Neighborhood STAR Program for the construction of improvements described in the STAR Loan's Statement of Work, with a first payment due on **May 1<sup>st</sup>, 2017** and the maturity date of **April 1<sup>st</sup>, 2024**; and

**WHEREAS**, the parties hereto now desire to extend the period of disbursements of the Loan Agreement, along with modifying the first payment date of the Promissory Note, all in accordance with the terms of this Amendment;

**NOW, THEREFORE**, for and in consideration of the recitals, the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the STAR Loan as set forth below.

**AGREEMENT**

1. The allowable time period for the expenditure of loan funds by Borrower under the Loan Agreement is extended to **October 31, 2018**.

2. The first payment under the Promissory Note shall be due and payable on the first day of each month commencing with **December 1, 2018** (extended from May 1, 2017) and continuing thereafter up to and including **November 1, 2025** (extended from April 1, 2024), at which time the full amount of the principal plus accrued interest shall be due and payable.
3. The commencement date of interest accrual under the Note is extended to **November 1, 2018**.
4. Except as modified herein, all other terms and conditions of the STAR Loan shall remain in full force and effect.

**IN WITNESS WHEREOF**, this First Amendment has been duly executed by the undersigned as of the date hereinabove set forth.

**BORROWER:**  
**Highland-Grandview Limited Partnership**

**LENDER:**  
**CITY OF SAINT PAUL, MINNESOTA**

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

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

Its Director, Department of Planning & Economic Development

Its \_\_\_\_\_

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

Its Director, Office of Financial Services

:  
Approved as to STAR requirements

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

Its STAR Coordinator

Approved as to Form:

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

Its Assistant City Attorney

THIS INSTRUMENT WAS DRAFTED BY:

City Attorney's Office  
City of Saint Paul  
400 City Hall  
Saint Paul, Minnesota 55102