[Reserved for Recording Data]

DECLARATION OF EASEMENTS AND COVENANTS

THIS DECLARATION OF EASEMENTS AND COVENANTS ("**Declaration**") is made as of _____, 2025 ("**Effective Date**") by Skyline Tower of St. Paul Limited Partnership, a Minnesota limited partnership (the "**Declarant**").

RECITALS:

A. Declarant is the fee owner of certain real property situated in St. Paul, Minnesota, which real property is legally described on Exhibit A attached hereto ("**Parcel 1**")

B. Declarant is the fee owner of certain real property situated in St. Paul, Minnesota, which real property is legally described on Exhibit B attached hereto ("**Parcel 2**")

C. Declarant is the fee owner of certain real property situated in St. Paul, Minnesota, which real property is legally described on Exhibit C attached hereto ("**Parcel 3**")

D. Declarant is the fee owner of certain real property situated in St. Paul, Minnesota, which real property is legally described on Exhibit D attached hereto ("**Parcel 4**" and together with Parcel 1, Parcel 2 and Parcel 3, each a "**Parcel**" and collectively, the "**Property**").

E. Declarant desires to create certain easements over, under and across certain portions of the Property for the benefits and purposes set forth herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, Declarant hereby declares that from and after the Effective Date of this Declaration, the Property shall be subject to the following easements, covenants and restrictions, all of which run with the land, will be binding on the Property and all persons having or acquiring any right, title or interest in or to the Property, or any portion thereof, and will inure to the benefit of Declarant and each Owner of fee title to the Property, or any portion thereof, and other person having an interest in the Property or any part thereof:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Declaration. The Recitals are incorporated herein by reference.

2. Owners. The terms "**Owner**" or "**Owners**" mean the record fee simple owner of each Parcel, or any portion thereof. The Owner of Parcel 4 may also be referred to as the "**Apartment Owner**".

3. Site Plan. The Property is depicted, and each Parcel is labeled, on Exhibit E attached hereto.

4. Declaration and Grant of Easements.

(a) Drainage and Utility Easements. Declarant, for itself and its successors and assigns, hereby grants and conveys to the Owners of each Parcel, perpetual non-exclusive drainage and utility easements (collectively, the "**Drainage and Utility Easement**") over, under and across those portions of the Property legally described and depicted on Exhibit F attached hereto(the "**Drainage and Utility Easement Area**"). The Drainage and Utility Easement includes, but is not limited to, the rights of the Apartment Owner, its employees, agents, contractors, designees and assigns to enter and go upon the Drainage and Utility Easement Area at any time to perform: (i) construction, installation, maintenance, operation, repairs, removal, reconstruction and replacement of drainage facilities of such size, type, character and manner as the Apartment Owner may determine; and (ii) use and removal of all earth, soil, rocks, fill, trees, timber, shrubs, grasses and any other materials or objects as necessary to allow the Owners to use the Drainage and Utility Easement Area for the purposes described above (collectively, "**Drainage and Utility Easement Maintenance**"). Any and all improvements constructed or installed by Apartment Owner within the Easement Area pursuant to this Agreement shall be the property of Apartment Owner or Apartment Owner's successors and assigns, as their interests may appear.

(b) Access Easement. Declarant, for itself and its successors and assigns, hereby grants and conveys to the Owners of each Parcel, a perpetual, non-exclusive ingress and egress easement (the "**Access Easement**") over and across the drive aisles (the "**Drive Aisles**") located on those portions of the Property legally described and depicted Exhibit G attached hereto (the "**Access Easement Area**") for the purpose of pedestrian and vehicular ingress, egress and maneuvering. The Access Easement includes, but is not limited to, the rights of the Apartment Owner, its employees, agents, contractors, designees and assigns to enter and go upon the Access Easement Area at any time to perform: (i) maintenance, sweeping, snow and ice removal, patching, repairs, resurfacing, and replacement of the Drive Aisles in such manner as the Apartment Owner may determine in its reasonable discretion and (ii) use and removal of all earth, soil, rocks, fill, trees, timber, shrubs, grasses and any other materials or objects as necessary to allow the Owners to use the Access Easement Area for the purposes described above (collectively, "**Access Easement Maintenance**").

(c) Fire Lane Easement. Declarant, for itself and its successors and assigns, hereby grants and conveys to the Owners of each Parcel, a perpetual, non-exclusive emergency access easement (the "**Fire Lane Easement**" and together with the Drainage and Utility Easement and the Access Easement, the "**Easements**") over and across the driveway (the "**Fire Lane**") located on those portions of the Property legally described and depicted Exhibit H attached hereto

(the "**Fire Lane Easement Area**" and together with the Drainage and Utility Easement Area and the Access Easement Area, the "**Easement Areas**") for the purpose of vehicular ingress, egress and maneuvering by emergency vehicles in the event of emergency situations requiring immediate ingress and egress over and across the Fire Lane, including but not limited to, fire, medical emergencies or natural disasters. The Fire Lane Easement includes, but is not limited to, the rights of the Apartment Owner, its employees, agents, contractors, designees and assigns to enter and go upon the Fire Lane Easement Area at any time to perform: (i) maintenance, sweeping, snow and ice removal, patching, repairs, resurfacing, and replacement of the Fire Lane in such manner as the Apartment Owner may determine in its reasonable discretion and (ii) use and removal of all earth, soil, rocks, fill, trees, timber, shrubs, grasses and any other materials or objects as necessary to allow the Owners to use the Fire Lane Easement Area for the purposes described above (collectively, "**Fire Lane Easement Maintenance**" and together with the Drainage and Utility Easement Maintenance and the Access Easement Maintenance, the "**Easement Maintenance**").

5. Maintenance.

(a) The Apartment Owner shall be responsible for the performance of all work associated with the Easement Maintenance. The removal of any accumulation of snow and/or ice in excess of two (2) inches from the Drive Aisles and Fire Lane is required within twenty-four (24) hours after the snow and/or ice has ceased to fall, gather or accumulate. The costs of the Easement Maintenance (the "**Maintenance Costs**") shall be the sole obligation of the Apartment Owner so long as Apartment Owner is the Owner of all of the Parcels. In the event any Parcel is conveyed to a third party, such that two or more of the Parcels are no longer under common ownership, the Owners shall work in good faith to amend this Declaration to allocate Maintenance Costs amongst the Owners; provided, however, that if the Owners are unable to agree on such amendment to this Declaration, then Maintenance Costs shall be allocated to each Parcel based on square footage of such Parcel as a percentage of the entire Property, and each Owner shall pay the Apartment Owner its share of any Maintenance Costs within thirty (30) days of demand from Apartment Owner; provided any demand shall include copies of invoices and other documents to support such demand.

6. Conditions and Restrictions. No Owner may (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon any of the Easement Areas; or (ii) change the grade of any of the Easement Areas by more than 12 inches without the prior written consent and authorization of all other Owners, which authorization may be granted or withheld in the sole and absolute discretion of any Owner. For avoidance of doubt, and notwithstanding anything herein to the contrary, the Apartment Owner may install decorative landscaping in any of the Easement Areas without the prior approval of the other Owners so long as such decorative landscaping does not interfere with any Owner's use of any of the Easements.

7. Perpetual Easements. The term of each of the Easements granted hereunder shall commence on the Effective Date and shall continue indefinitely thereafter unless terminated by the Parties in writing. This Declaration and the rights granted herein shall burden and benefit each of the Parcels and bind the present and future Owners thereof. In the event portions of a Parcel become conveyed to or owned by multiple parties, each shall be deemed to be the successor in title

to the prior Owner for purposes of this Declaration and shall be bound by and entitled to the burdens and benefits herein established for the portion of such Parcel owned by such successor.

8. Parcel Owners' Use of Easement Areas. The Owners of each Parcel reserve the right to use the Easement Areas located on such Parcel for any lawful purpose that is not inconsistent with, and that does not unreasonably interfere with, full exercise and enjoyment of the Easements located thereon by the other Owners.

9. Restoration. In the event the use by an Owner, or any of its agents, guests, invitees, tenants or contractors, of any of the Easement Areas hereunder results in any damage to a Parcel, such Owner, on its own behalf and on the behalf of any of its contractors, agents, guests, tenants or invitees will, at its sole cost and expense, restore the damaged Parcel to substantially the same condition that existed prior to such use. In the event such Owner fails to restore the damaged Parcel as set forth herein, and such failure continues after the Owner of the damaged Parcel provides the corresponding Owner with notice and ten (10) days to cure such failure, then the damaged Parcel Owner shall be entitled (but shall not be obligated) to perform such restoration and to recover the cost thereof from the Owner who (or whose agents, guests, invitees, tenants or contractors) damaged the Parcel. The terms of this Section shall survive the expiration or earlier termination of this Declaration.

10. Encumbrances. No Owner may permit anything to be done that will cause any Parcel to become encumbered by any mechanic's lien or similar lien, charge or claim. If any mechanic's lien or similar charge or claim is filed against any Parcel due to the Owner of such Parcel's alleged request for labor or materials, such Owner shall discharge the same of record by a release or bond within thirty (30) days after the filing of any notice of such lien, claim or other charge.

11. Indemnification. Each Owner (for purposes of this Section 11, the "**Indemnitor**") agrees to indemnify, defend, and hold each other Owner, and its respective officers, partners, directors, employees, agents, tenants, licensees, invitees, successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of a breach of respective covenants and obligations hereunder and/or Indemnitor's negligence or willful acts or omissions, except to the extent caused by the negligent or willful acts or omissions of the Indemnified Parties.

12. Transferability and Assignment. The Easements and any other rights conferred by this Declaration, are intended to and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Owners and their respective grantees, heirs, successors and assigns. Each Owner has the right to assign its rights and obligations under this Declaration to any related-party or third-party acquiring the respective Owner's Parcel without any other Owner's consent and without releasing such Owner from the provisions hereof. Such transferring Owner must notify the other Owners in writing of any assignment of such Owner's rights and obligations under this Declaration to any third-party acquiring the respective Owner's Parcel.

13. Miscellaneous.

(a) No Agency. Nothing in this Declaration shall be deemed or construed by either Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

(b) No Rights in Public; No Implied Easements. Nothing in this Declaration may be construed as creating any rights in the general public or as dedicating for public use any portion of the Easements or the Parcels.

(c) Applicable Law. This Declaration shall be interpreted, construed and enforced and the applicable rights of the Parties hereto governed in accordance with the laws of the State of Minnesota.

(d) Amendments. This Declaration may be modified or amended only by a written instrument executed by all Owners, or their respective successors and assigns.

(e) Notices. With respect to any notices required to be given under the terms of this Declaration, such notices shall be deemed given and effective (i) three calendar days after the date they are deposited in the United States mail, postage prepaid, return-receipt requested, addressed to the Parties at the following respective addresses; or (ii) the date of actual delivery by recognized national overnight delivery service such as Federal Express, UPS or Express Mail, addressed to the Parties at the following respective addresses; or (iii) the date of actual physical delivery of notice to a Party addressed to the Parties at the following respective addresses:

If to Declarant: Skyline Tower of St. Paul Limited Partnership
1080 Montreal Avenue
St. Paul, MN 55116
Attn: Vice President of Asset Management

With copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Erin Mathern

Any Party may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

[SIGNATURE PAGE FOLLOWS]

29952367v5

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first above written.

DECLARANT:

SKYLINE TOWER OF ST. PAUL LIMITED PARTNERSHIP, a Minnesota limited partnership

By: CommonBond Investment Corporation
Its: General Partner

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of CommonBond Investment Corporation, General Partner of Skyline Tower of St. Paul Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

_____
Notary Public
My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
(612) 604-6400

EXHIBIT A

Parcel 1 Legal Description

Lots 12, 13 and 14, Block 3, including the north half of that part of Adjoining Donohue Street, formerly Bohn Avenue, vacated, lying West of the extension across said Street of the East line of said Block 3, and East of a curved line concave to the West, having a radius of 46.5 feet, the point of radii of said curve being 32.76 feet South, as measured at right angles to the South line of said Lot 12, from a point on said South line distant 33 feet East from the Southwest corner of said Lot 12, all in Midway Industrial Division, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

Torrens Property.

EXHIBIT B

Parcel 2 Legal Description

Lots 1 and 2, Block 5, including the south half of that part of Adjoining Donohue Street, formerly Bohn Avenue, vacated, lying West of the extension across said Street of the East lines of said Blocks 3 and 5, and East of a curved line concave to the West, having a radius of 46.5 feet, the point of radii of said curve being 32.76 feet South, as measured at right angles to the South line of said Lot 12, from a point on said South line distant 33 feet East from the Southwest corner of said Lot 12, all in Midway Industrial Division, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

Torrens Property.

EXHIBIT C

Parcel 3 Legal Description

Lot A, Block Five (5), Midway Industrial Division, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

Torrens Property.

EXHIBIT D

Parcel 4 Legal Description

Parcel A:
Lots Five (5) through Ten (10) inclusive, Block Five (5), including that part of the North Half (N 1/2) of adjoining Bigelow Street, vacated, lying between the extensions across said Street of the West line of said Lot Five (5) and the East line of said Lot Ten (10), all in Midway Industrial Division, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

Torrens Property

Parcel B:
That part of the South Half (S 1/2) of Vacated Bigelow Avenue accruing to Block Eight (8), Midway Industrial Division, lying Easterly of the East line of Syndicate Street and Westerly of the West line of Griggs Street, according to the recorded plat thereof, Ramsey County, Minnesota.

Abstract Property.

EXHIBIT E

Site Plan
(Attached)

EXHIBIT F

Drainage and Utility Easement Area
(Attached)

EXHIBIT G

Access Easement Area
(Attached)

EXHIBIT H

Fire Lane Easement Area
(Attached)

MORTGAGEE CONSENT

The undersigned, JLL Real Estate Capital, LLC, a Delaware limited liability company formerly known as Jones Lang LaSalle Multifamily, LLC ("**JLL**"), as successor-by merger to Oak Grove Commercial Mortgage, LLC, is the owner and holder of that certain Amended and Restated Mortgage dated February 1, 2011, recorded February 25, 2011, as Document Nos. 2136190 (T) and 4269245 (A), as amended (the "**HUD Mortgage**"), encumbering Property that is subject to the Declaration of Easements and Covenants ("**Easement**") to which this Mortgagee Consent is attached. JLL hereby consents to the Easement to which this Mortgagee Consent is attached.

IN WITNESS WHEREOF, JLL has caused this Mortgagee Consent to be executed this ____ day of _____, 2025.

JLL REAL ESTATE CAPITAL, LLC,
a Delaware limited liability company

By:_____
Name:_____
Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of JLL Real Estate Capital, LLC, a Delaware limited liability company, on behalf of such limited liability company.

_____
Notary Public

MORTGAGEE CONSENT

The undersigned, Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota ("**MHFA**"), is the owner and holder of that certain Combination Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Financing Statement dated October 27, 2015, recorded October 29, 2015, as Document Nos. A04581096 and T02543723, as amended (the "**MHFA Mortgage**"), encumbering Property that is subject to the Declaration of Easements and Covenants ("**Easement**") to which this Mortgagee Consent is attached. MHFA hereby consents to the Easement and subordinates the MHFA Mortgage and liens created thereby to the Easement.

IN WITNESS WHEREOF, MHFA has caused this Mortgagee Consent to be executed this ____ day of _____, 2025.

MINNESOTA HOUSING FINANCE AGENCY,
a public body corporate and politic of the State of Minnesota

By:_____
Name:_____
Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

_____
Notary Public

MORTGAGEE CONSENT

The undersigned, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic ("**HRA**"), is the owner and holder of that certain Combination Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement dated October 27, 2015, recorded October 29, 2015, as Document Nos. A04581102 and T02543729 (the "**HRA Mortgage**"), encumbering Property that is subject to the Declaration of Easements and Covenants ("**Easement**") to which this Mortgagee Consent is attached. HRA hereby consents to the Easement and subordinates the HRA Mortgage and liens created thereby to the Easement.

IN WITNESS WHEREOF, HRA has caused this Mortgagee Consent to be executed this ____ day of _____, 2025.

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA,
a public body both corporate and politic

By: _____
Its: Board Chairperson/Commissioner

By: _____
Its: Executive Director

Approved as to form:

_____
Assistant City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Cheniqua Johnson, the Board Chairperson/Commissioner of Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic, on behalf of such public body.

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nicolle Newton, the Executive Director of Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic, on behalf of such public body.

_____
Notary Public