MAINTENANCE AGREEMENT

This Maintenance Agreement (this "**Agreement**") is made this _____ day of _____, 2025, by and between Skyline Tower of St. Paul Limited Partnership, a Minnesota limited partnership (hereinafter referred to as "**Owner**"), and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "**City**") to provide for the maintenance of the stormwater facilities (hereinafter referred to as the "**Facilities**") constructed pursuant to City of Saint Paul Project 23-077760.

1. Owner owns the property legally described on Exhibit "A" attached hereto (the "**Property**"); and

2. Owner is intending to construct the Facilities on the Property as depicted in Exhibit "B" attached hereto; and

In order to meet the City's permitting requirements, said Facilities are necessary and it is reasonable for the City to require Owner and all subsequent owners of said parcel to inspect and maintain the Facilities on a regular basis to ensure that the Facilities function as intended.

3. Now, therefore, it is mutually agreed by and between all parties:

A. Owner, at its expense, shall be responsible for the inspection and maintenance of the Facilities so that the Facilities function properly.

i. Owner shall inspect the Facilities at least annually.

ii. Owner shall maintain and repair the Facilities:

a. In the case of basins and other facilities where sediment collects, to preserve the storage or capacity at or above the design volume or, where no design storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.

b. In the case of conveyances and other structures, to preserve design hydraulic capacity.

c. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.

d. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.

iii. On an annual basis, Owner shall submit a report to the City that includes the inspection date(s) of the Facilities, conditions of the Facilities, and any corrective actions taken.

B. The City shall have discretion to determine the need to clean the Facilities, either in conjunction with the annual inspection or more often as deemed necessary. The City shall notify the Owner in writing if it reasonably determines that the Facilities require cleaning. The Owner shall clean the Facilities within sixty (60) days of receipt of notice from the City. The City shall act reasonably in exercising said discretion.

In the event Owner fails to clean said Facilities in accordance with the City's request, the City may have the Facilities cleaned either through its own employees or through an outside third party, the cost of which shall
be the responsibility of Owner. Owner shall indemnify the for any and all costs incurred by the City for cleaning the Facilities, as well as for costs and fees incurred by the City to enforce this Agreement.

C. This Agreement shall be binding on the Owner of said real estate as described in the Exhibit "A" attached hereto, and its representatives, heirs, transferors, successors and/or assigns. This Agreement shall run with the land.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto execute this Maintenance Agreement.

DATE:_____

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: _____

DATE:_____ CITY OF SAINT PAUL

By:_____
Its: Director of the Department of Planning and Economic Development

By:_____
Its: Director of the Department of Public Works

Approved as to form:

_____
Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nicolle Newton, the Director of the Department of Planning and Economic Development of the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of said municipal corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this____ day of _____, 2025, by Sean Kershaw, the Director of the Department of Public Works of the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of said municipal corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
(612) 604-6400

EXHIBIT "A"

PROPERTY

Parcel A:

Lots 12, 13 and 14, Block 3, and Lots 1 and 2, Block 5, including 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 33feet East from the Southwest corner of said Lot 12; Lot A, Block Five (5), and Lots Five (5) through Ten (10) inclusive, Block Five (5), including that part of the North Half (N1/2) 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 said County and State.

(Torrens Property -- Certificate of Title No. 514632)

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.
(Abstract Property)

All of the above property being located in Ramsey County, Minnesota

EXHIBIT "B"

FACILITIES

ATTACHED

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 Maintenance Agreement ("**Agreement**") to which this Consent is attached. JLL hereby consents to the Agreement to which this Consent is attached.

IN WITNESS WHEREOF, JLL has caused this 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

CONSENT AND SUBORDINATION

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 Maintenance Agreement ("**Agreement**") to which this Consent and Subordination is attached. MHFA hereby consents to the Agreement and subordinates the MHFA Mortgage and liens created thereby to the Agreement.

IN WITNESS WHEREOF, MHFA has caused this Consent and Subordination 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

CONSENT AND SUBORDINATION

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 Maintenance Agreement ("**Agreement**") to which this Consent and Subordination is attached. HRA hereby consents to the Agreement and subordinates the HRA Mortgage and liens created thereby to the Agreement.

IN WITNESS WHEREOF, HRA has caused this Consent and Subordination 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