**Redevelopment Agreement**

by and among

City of Saint Paul, Minnesota,

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

and

Project Paul, LLC, a Delaware limited liability company

December ___, 2019

This document was drafted by:
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**TABLE OF CONTENTS**

## LIST OF EXHIBITS

**REDEVELOPMENT AGREEMENT**
(Ford Site)

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective December ___, 2019 (the "Effective Date"), among the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City"), 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 "Authority"), and PROJECT PAUL, LLC, a Delaware limited liability company ("Developer"), and joined in by MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company ("Weidner"), as a Secondary Developer and Owner of the Weidner Lots as provided in the Weidner Joinder.

RECITALS

A. As of the Effective Date, Developer and Weidner are each owners of portions of that certain real property located in the city of Saint Paul (the "City"), county of Ramsey (the "County"), state of Minnesota (the "State"), which consists of approximately 122 acres of land, formerly contained a Ford car and truck assembly plant (the "Ford Plant"), and is commonly known as the "Ford Redevelopment Site" (together with all rights and interests appurtenant to such land, collectively, the "Property"), which Property is legally described on the attached **Exhibit A** and consists of, and is currently subdivided into, platted Lots and Blocks in accordance with the Ford Subdivision plat attached as **Exhibit B** (the "Plat").

B. Developer is the current fee owner of the Lots listed on **Exhibit A** as (i) the "Developer Lots", which consist of approximately 49.49 acres of land and (ii) the "Association Lots" which consist of approximately 7.52 acres of land. Weidner is the current fee owner of the Lots listed on **Exhibit A** as the "Weidner Lots", which consist of approximately 16.53 acres of land. The remainder of the Property (exclusive of the Developer Lots, the Association Lots, and the Weidner Lots) has been dedicated to the City on the Plat, as shown on the Plat and as more particularly described in this Agreement. Developer and/or Related Parties of Developer will develop and be the general or prime contractor for the development of the Property subject to and under the term of this Agreement.

C. Pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended by the Special Law and as further amended from time to time, as applicable (the "TIF Act"), which authorizes the Authority to finance certain eligible redevelopment costs of a redevelopment project with tax increment revenues derived from a tax increment financing district established in accordance with the TIF Act, the Authority established the "Ford Site Redevelopment Tax Increment Financing District (#322)" on March 23, 2016 (as amended from time to time, including without limitation as described in Section 9.3 of this Agreement the "Redevelopment TIF District") pursuant to the Tax Increment Financing Plan for the Redevelopment TIF District, adopted by the City Council on March 16, 2016, and adopted by the Authority on March 23, 2016 (as amended from time to time "TIF Plan").

D. The Authority adopted findings as set forth in the TIF Plan determining that redevelopment would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the Property which could reasonably be expected to occur without the use of the tax increment financing, would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the project tax increments for the maximum duration of the Redevelopment TIF District permitted by the TIF Plan, that the TIF Plan conforms to the general plan for the development or redevelopment of the City as a whole, and that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development or redevelopment of the Redevelopment TIF District by private enterprise. A component of the TIF Plan is to

develop an area of the City which is already built up, to provide employment opportunities, to improve the tax base and to improve the general economy of the State.

E. The City, in anticipation of the redevelopment of the Property, created and adopted the "Ford Site Zoning and Public Realm Master Plan" pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the "Master Plan").

F. In accordance with Minnesota Statutes, Section 462.358 and Chapter 69 of the Saint Paul Legislative Code, Developer has requested and the City has approved Developer's improvement of the Property with certain public roads, public trails, public parks, stormwater facilities, and other public utility and infrastructure improvements in accordance with the Legal Requirements and the terms and conditions of this Agreement (collectively, the "Public Infrastructure"), which Public Infrastructure is more particularly described in Section 2.1(a).

G. In addition to the Public Infrastructure, Developer intends to improve certain portions of the Property with certain privately-owned, publicly-accessible green spaces and exterior gathering spaces (the "Public Open Spaces"), in accordance with the Master Plan and the terms and conditions of this Agreement, which Public Open Spaces are more particularly described in Article 2.

H. The Public Infrastructure and the Public Open Spaces are collectively referred to in this Agreement as the "Site Improvements".

I. The Site Improvements to be designed, engineered, constructed, and installed by Developer pursuant to this Agreement, are intended to result in creating development-ready land parcels for Secondary Developers (defined in Article 1) to develop and construct certain privately owned and maintained vertical improvements on the Property (collectively, the "Vertical Development") in accordance with Legal Requirements, which Vertical Development is anticipated to consist of the elements identified in clauses (i) through (iii) below, which are projected to be constructed in the locations shown in the Development Plan (defined in Article 1):

(i) Approximately **3,807** housing units in the aggregate ("Housing Units"), of which, approximately **763** Housing Units (or at least 20% of the actual number of Housing Units) will be considered affordable in accordance with the Master Plan and the Affordable Housing Requirements described in Article 9 (the "Affordable Units"). The Housing Units will consist of the following housing types:

(1) Market rate multi-family rental housing developments primarily consisting of Housing Units rented at market rate rents, plus a minimum number of Affordable Units in accordance with the Affordable Housing Requirements, to be constructed in one or a series of individual developments, each on an individual Lot or collection of contiguous Lots or as portions of one or more individual Vertical Developments (each such development of Housing Units is referred to in this Agreement as a "Market Rate Rental Element").

(2) Affordable multi-family rental housing developments primarily consisting of Affordable Units in accordance with the Affordable Housing Requirements, to be constructed in one or a series of individual developments, each on an individual Lot or collection of contiguous Lots

(each such development of Housing Units is referred to in this Agreement as an "Affordable Rental Element").

(3) For-sale Housing Units, anticipated to include a mix of single family homes, row homes, and condominium units which include a minimum number of Affordable Units in accordance with the Affordable Housing Requirements (i.e., the "Owner-Occupied Affordable Units", as defined herein) (each such Housing Unit is referred to in this Agreement as a "For-Sale Housing Unit").

(ii) Approximately **150,000** square feet of retail space in the aggregate and approximately **265,000** square feet of office space in the aggregate, to be constructed in a series of individual developments, each on an individual Lot or collection of contiguous Lots or as portions of one or more individual Vertical Developments (each such development of retail and/or office is referred to in this Agreement as a "Commercial Element").

(iii) Approximately **50,000** square feet of civic or institutional space to be constructed in the aggregate, to be constructed in one or more, or as portions of one or more, individual Vertical Developments, each on an individual Lot or collection of contiguous Lots (each such development of civic space is referred to in this Agreement as a "Civic Element").

J. In accordance with the terms and conditions of this Agreement, and not to exceed the amounts set forth herein, the City and the Authority will provide Developer with certain limited financial assistance, including tax increment financing, for Developer's design, engineering, development, and construction of the Public Infrastructure.

K. The City and Authority believe that the development of the Property in accordance with Legal Requirements and this Agreement is in the best interests of the residents of the City and will foster an increase in available residential housing stock, including increased opportunities for affordable housing and a variety of housing types, will increase the availability of commercial facilities and employment opportunities, will remove and prevent the emergence of blight, will increase the tax base of the City, will provide additional park areas and open space, and will otherwise benefit the health, safety, morals and welfare of the residents of the City, in accordance with the public purpose and provisions of the applicable State and local laws.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties to this Agreement, each of them does hereby covenant and agree with the others as follows:

## **Article 1**
Recitals; Exhibits, Definitions

1.1 Recitals. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. All defined terms may be used in the singular or the plural, as the context requires.

"429 Assessments" has the meaning set forth in Section 3.3(e).

"429 Assessment Bonds" has the meaning set forth in Section 3.3(e).

"429 Improvement Project" means the following components of the Public Infrastructure:

(a) Cretin Avenue – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(b) Mount Curve Boulevard – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(c) Montreal Avenue – Existing Cleveland Avenue West to Existing Mississippi River Blvd. Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(d) Bohland Avenue – Existing Mississippi River Blvd. East to Proposed Ranger Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(e) Woodlawn Avenue – Proposed Gateway Park to Proposed Village Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(f) Village Way – Existing Mississippi River Boulevard East to Mount Curve Boulevard Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(g) Beechwood Avenue – Existing Mississippi River Boulevard East to Proposed Falls Passage West Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(h) Beechwood Avenue – Proposed Falls Passage East, East to Cretin Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer.

(i) Falls Passage West – Proposed Bohland Avenue South to Proposed Montreal Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including unreinforced concrete, street lights, and all appropriate street signage and striping.

(j) Falls Passage East – Proposed Bohland Avenue South to Proposed Montreal Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including unreinforced concrete, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer.

"Advance" has the meaning set forth in Section 3.3(a)(iv).

"Advance Certificate" means an "Advance Certificate" under and in accordance with the terms of the TIF Note, the form of which is set forth in Exhibit 3 to the TIF Note.

"Affordable Housing Blocks" means the following Blocks shown on the Plat: Block 3, Lot 2; Block 9, Lot 1; Block 13, and Block 33.

"Affordable Housing Gap" has the meaning set forth in Section 9.3(b)(i).

"Affordable Housing Lot" means any Lot on which an Affordable Rental Element is to be constructed.

"Affordable Housing Modification" has the meaning set forth in Section 9.1(c).

"Affordable Housing Requirements" has the meaning set forth in Section 9.1(a).

"Affordable Housing Schedule" has the meaning set forth in Section 9.1(b).

"Affordable Rental Element" has the meaning set forth in Recital G(i)(2).

"Affordable Units" has the meaning set forth in Recital G(i).

"Agreement" means this Redevelopment Agreement.

"AMI" means the Area-wide median household income for the standard metropolitan statistical area which includes Minneapolis/Saint Paul, Minnesota, as that figure is determined and announced from time to time by HUD, as adjusted for household size.

"Annual Public Infrastructure Projection" has the meaning set forth in Section 10.1(a).

"Approved Costs Increases" has the meaning set forth in Section 3.1.

"Approved Public Investment Sum" has the meaning set forth in Section 3.1.

"Association Lots" has the meaning set forth in Recital B.

"AUAR" has the meaning set forth in Section 2.4.

"Authority" means 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.

"Authorized Representative" means, with respect to the Authority, the _____ of the Authority or his or her designee, and, with respect to the City, the _____ or his or her designee.

"Available Tax Increments" are the Tax Increments received by the Authority less the amount of Tax Increments, if any, which the Authority must pay to the school district, the City, the County and the State pursuant to the TIF Act, including without limitation Minnesota Statutes, Sections 469.177, Subds. 9 and 11; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time.

"Ballfield Parcel" has the meaning set forth in Section 2.6(a)(i).

"Ballfield Trail Easement" has the meaning set forth in Section 2.6(a)(ii).

"Base Parks Scope" has the meaning set forth in Section 2.1(f)(i).

"Base Public Infrastructure" has the meaning set forth in Section 2.1(d)(i).

"Block" means a block of the Property, according to the Plat, consisting of one or more Lots, or any further subdivision of said blocks which creates a new Lot and/or a new block of one or more Lots.

"Business Day" means any day other than a Saturday, a Sunday or a day on which the commercial banks in the City are authorized or obligated by Legal Requirements or executive Order to be closed.

"Central Open Space Easement" has the meaning set forth in Section 2.2(a)(i)(A).

"Central Open Space Feature" has the meaning set forth in Section 2.2(a)(i)(A).

"Central Stormwater Easement" has the meaning set forth in Section 2.1(a)(iii).

"Central Stormwater Utility" has the meaning set forth in Section 2.1(a)(iii).

"CIB Bonds" has the meaning set forth in Section 3.3(d).

"City" means the City of Saint Paul, Minnesota, municipal corporation and a home rule charter city.

"City/Authority Closing Deliveries" has the meaning set forth in Section 4.2(b).

"City Bonds" means, collectively, City TIF Bonds, the CIB Bonds, and the 429 Assessment Bonds.

"City Indemnified Parties" has the meaning set forth in Section 7.2.

"City Subordinate TIF" has the meaning set forth in Section 3.3(c).

"City TIF Bonds" has the meaning set forth in Section 3.3(b).

"Civic Element" has the meaning set forth in Recital G(iii).

"Civic Plaza" has the meaning set forth in Section 2.2(a)(i)(C).

"Civic Plaza Easement" has the meaning set forth in Section 2.2(a)(i)(C).

"Civic Square" has the meaning set forth in Section 2.2(a)(i)(B).

"Civic Square Easement" has the meaning set forth in Section 2.2(a)(i)(C).

"Closing" has the meaning set forth in Section 4.1.

"Commercial Element" has the meaning set forth in Recital G(ii).

"Concept Scope" means Exhibit B of the Site Improvement Performance Agreement which identifies the concept-level scope of each component of the Public Infrastructure.

"County" has the meaning set forth in Recital A.

"Cure Rights" means the rights to cure a Default as specified in Section 12.5 before such Default is deemed to be an Event of Default.

"Default" means an act or omission by the City, the Authority, or Developer which becomes an Event of Default under this Agreement if it is not cured following notice thereof from the other party pursuant to any applicable Cure Rights.

"Demolition SAC Benefit" has the meaning set forth in Section 3.7(h).

"Demolition SAC Credits" has the meaning set forth in Section 2.5.

"Developer" means Project Paul, LLC, a Delaware limited liability company, and its permitted successors and/or assigns.

"Developer Lots" has the meaning set forth in Recital B.

"Developer Closing Deliveries" has the meaning set forth in Section 4.2(a).

"Development Plan" means the initial site plan for the Project, showing the anticipated location of each of the components of the Public Infrastructure, the Public Open Spaces, and the Vertical Development and in the form initially attached to this Agreement as **Exhibit C** and as the same be revised from time to time in accordance with Section 2.1(d)(iii) and provided to the City and the Authority in accordance with Section 10.1.

"Disbursing Account" has the meaning set forth in Section 3.5.

"Disbursing Agent" means First American Title Insurance Company.

"Disbursing Agreement" means that certain escrow and disbursing agreement to be executed by and among the City, Authority, Developer, Senior Lender, TIF Lender, and Disbursing Agent in the form attached as **Exhibit D**.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Element" or "Element of Vertical Development" means an individual development element of the anticipated Vertical Development identified in clauses (i) through (iii) of Recital G.

"Element City Approval" means, for any Element, the City resolution issued, if applicable, and the final development plan, site plan, building permits, or other permits approved by the City pursuant to Legal Requirements.

"Element Release" has the meaning set forth in Section 2.3(c).

"Environmental Law" means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

"EQB Rules" has the meaning set forth in Section 2.4.

"Event of Default" has the meaning set forth in Section 12.2.

"Final Payment Date" means the earlier of (i) the date on which the entire principal and accrued interest on the TIF Note has been paid in full, (ii) March 1, 2048, or (iii) the date the TIF Note is terminated under Section 3.3(a)(iv) if no Advances have been made under the TIF Note as of January 1, 2026 (the deadline determined under the Five-Year Rule).

"Five-Year Rule" means Minnesota Statutes, Section 469.1763, Subd. 3, as amended by the Special Law and as further amended from time to time, as applicable.

"Ford Plant" has the meaning set forth in Recital A.

"Funding Request" has the meaning set forth in in Section 3.4.

"GI Assessments" has the meaning set forth in Section 3.3(f).

"GI District" has the meaning set forth in Section 3.3(f).

"GI Ordinance" has the meaning set forth in Section 3.3(f).

"Hazardous Material" means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

"Housing Declaration" means a Housing Declaration (Affordable), Housing Declaration (Owner-Occupied), and/or a Housing Declaration (Market Rate), as applicable.

"Housing Declaration (Affordable)" has the meaning set forth in Section 9.3(a)(i).

"Housing Declaration (Owner-Occupied)" has the meaning set forth in Section 9.4(a).

"Housing Declaration (Market Rate)" has the meaning set forth in Section 9.2(b).

"Housing TIF District" has the meaning set forth in Section 9.3(b)(i).

"HUD" means the U.S. Department of Housing and Urban Development, its successors and assigns.

"Infrastructure Plans" means those certain engineered drawings, plans, and specifications for the Public Infrastructure to be prepared by Developer and Developer's consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

"Infrastructure Sources and Uses Cash Flow" means Developer's anticipated schedule of Public Investment requirements, including timing, amounts, and sources set forth in **Exhibit E**.

"Legal Control" with respect to any Person, means the power, unable to be lost, taken or overturned except for cause, to direct or to cause the direction of the management and policies of such Person through the direct or indirect holding of (i) equity interests in such Person, (ii) rights under a voting trust, (iii) the position of general or managing general partner of a partnership, (iv) the position of manager or managing member of a limited liability company or (v) other contractual rights conferring such power.

"Legal Requirements" means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master Plan, any approved master site plan for the Property, any approved site plan for any portion of the Property, Ordinance Permit per Chapter 6 of the St. Paul Administrative Code, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

"Lender" means either the Senior Lender or the TIF Lender.

"Lot" means a Lot of the Property, according to the Plat, or any further subdivision of said Lots which creates a separate tax parcel with a separate legal description. For purposes of clarity, any Block that contains only a single Lot may be referred to herein as a "Lot."

"Market Rate Housing Blocks" means the following Blocks shown on the Plat: Block 3 Lot 1, Block 11, Block 16, Block 17, Block 18, Block 22, Block 28, and Block 29.

"Market Rate Rental Element" has the meaning set forth in Recital I(i)(1).

"Master Association" has the meaning set forth in Section 2.2(a)(iii)(A).

"Master Plan" has the meaning set forth in Recital E.

"Minimum Assessment Agreement" has the meaning set forth in Section 3.6(b)(i).

"Mixed Housing Blocks" means the following Blocks shown on the Plat: Block 1, Block 12, Block 23, and Block 24.

"Mortgage" means any mortgage or other security interest in or lien upon any portion of the Developer Lots in favor of the Senior Lender and securing the Senior Loan, as the same may be amended, supplemented, restated or renewed from time to time.

"MPCA" has the meaning set forth in Section 3.3(g).

"Off-Site Improvements" has the meaning set forth in Section 2.1(a)(v).

"Operator" has the meaning set forth in Section 2.2(a)(iii).

"Outlot" means an outlot of the Property according to the Plat, and any further subdivision of a Lot or Block which creates a new outlot.

"Owner" means the Person who is the fee simple owner of any Lot, which shall be conclusively determined as being the record fee simple owner as listed in the applicable Recording Office, as the case may be, except and unless (i) a common interest community is established on any Lot(s) in which case the association that is incorporated pursuant to Section 515B.3-101 of the CIC Act to administer the common interest community shall, for purposes of this Agreement, be deemed to be the Owner of such Lot(s), and the owners of individual units in the common interest community shall not, for purposes of this Agreement, be deemed an Owner; and (ii) if a Contract or a Land Lease (as such terms are defined below) are recorded against title to a Lot. If a Contract is recorded against title to a Lot and so long as said Contract remains in full force and effect of record, then the vendee under said Contract shall, for purposes of this Agreement, be deemed to be the "Owner" of the Lot subject to the Contract in lieu of said fee simple owner (except for purposes of amending or modifying this Agreement, in which case both the fee simple owner and the vendee shall be deemed the "Owner"). If a Land Lease is recorded against title to a Lot and so long as said Land Lease remains in full force and effect of record, then both the fee owner and the lessee under the Land Lease shall be deemed to be the "Owner" of the Lot subject to the Land Lease. In the event of both subsection (i) and subsection (ii) apply, then subsection (i) shall control. If any of the Lots has or is deemed to have as its Owner more than one Person, then for all purposes of this Agreement, said joint or common owners shall act as and be deemed to be one. For purposes of this section a "Contract" means contract for deed or installment land sales contract and "Land Lease" means only a lease which covers all of one or more of the Lots having an initial term plus renewal rights collectively of not less than 20 years; and permitting the lessee to construct buildings and/or other improvements upon the leased property.

"Owner-Occupied Affordable Units" has the meaning set forth in in Section 9.1(a)(v).

"Owner-Occupied Affordable Delivery Deadline" has the meaning set forth in Section 9.4(b).

"Parent" has the meaning set forth in Section 15.1.

"Park Enhancements" has the meaning set forth in Section 2.1(f)(i).

"Parks" has the meaning set forth in Section 2.1(a)(iv).

"Parks Budget" has the meaning set forth in Section 2.1(f)(i).

"Payment Date" means September 1, 2022 and each March 1 and September 1 thereafter to and including the Final Payment Date; provided, that if any such Payment Date should not be a Business Day, the Payment Date shall be the next succeeding Business Day.

"Pedestrian Link" has the meaning set forth in Section 2.3(b)(ii)(C).

"Person" means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

"Plat" has the meaning set forth in Recital A.

"Pledged Tax Increments" means **41.4%** of the Available Tax Increments.

"Project" means, collectively, the Public Infrastructure, Public Open Spaces, and the Vertical Development.

"Property" has the meaning set forth in Recital A.

"Proportionate Share" means, with respect to any Affordable Housing Lot, the percentage derived from a fraction, the numerator of which is the buildable square feet within such Affordable Housing Lot, and the denominator of which is the total buildable square feet within the Property as a whole.

"PSIG" has the meaning set forth in Section 3.3(g).

"Public Infrastructure" means, collectively, the Public ROW, Site Utilities, Central Stormwater Utility, Parks, and Off-Site Improvements, each as more particularly described in Section 2.1(a).

"Public Investment" has the meaning set forth in Section 3.1.

"Public Investment Condition" has the meaning set forth in Section 12.1.

"Public Investment Termination Right" has the meaning set forth in Section 12.1.

"Public Open Spaces" has the meaning set forth in Recital G and Section 2.2(a).

"Public ROW" has the meaning set forth in Section 2.1(a)(i).

"Qualified Costs" means all costs to be incurred by Developer for the design, engineering, development, construction, and installation of the Public Infrastructure in the amount set forth in the Sources and Uses Budget.

"Recording Office" means the Office of the County Recorder for Ramsey County, Minnesota and/or Office of the Ramsey County Registrar of Titles, as applicable to the Lot or Block being addressed.

"Redevelopment TIF District" has the meaning set forth in Recital C.

"Reimbursement Amount" means the lesser of (i) **$34,493,926**, or (ii) the TIF Qualified Costs actually incurred and paid by Developer by January 1, 2026.

"Related Party" means, with respect to any Person, (i) any other Person controlling, controlled by or under common control with such person or entity; or (ii) any other Person in which the majority equity interest is owned by the parties that have a majority equity interest in such Person.

"Secondary Developer" means any Owner of a Lot (or the contract purchaser of such Lot from the current Owner) who undertakes the development and construction of an Element. For avoidance of any doubt, Developer, or any Related Party of the Developer, may be a Secondary Developer.

"Secondary Developer Obligations" has the meaning set forth in Section 2.3(b)(i).

"Senior Lender" means the holder of Senior Loan, which at the Closing is Wells Fargo Bank, National Association, a national banking association, together with its successors and/or assigns solely as the holder of the Senior Loan and subject to Section 11.4(a).

"Senior Lender Collateral Assignment" has the meaning set forth in Section 11.4(a).

"Senior Loan" means the loan made to Developer for the purpose of obtaining funds necessary for Developer's acquisition of Developer Lots and constructing certain Site Improvements to be constructed by Developer, including any renewals, extensions and refinancing of such Senior Loan.

"Site Improvement Performance Agreement" means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with this Agreement containing the City's engineering requirements for the Site Improvements and the process for the City's review and approval of the Infrastructure Plans, which Site Improvement Performance Agreement shall be in substantially the form attached to this Agreement as **Exhibit F**.

"Site Improvements" means, collectively, the Public Infrastructure and the Public Open Spaces.

"Site Utilities" has the meaning set forth in Section 2.1(a)(ii).

"Sources and Uses Budget" means the budget matrix attached to this Agreement as **Exhibit H** showing the sources and uses for all categories of Qualified Costs, as the same may be revised from time-to-time in accordance with Section 3.2 of this Agreement [Cost Savings] and Article 14 of the Site Improvement Performance Agreement [Change Orders].

"Special Assessment Agreement" has the meaning set forth in Section 3.3(e).

"Special Law" means Laws of Minnesota 2017, 1st Spec. Sess. chapter 1, article 6, section 22.

"State" means the state of Minnesota.

"Tax Increments" means the tax increments derived from the Redevelopment TIF District which have been received and retained by the Authority in accordance with the provisions of the TIF Act, including without limitation Minnesota Statutes, Section 469.177.

"Term" means the term of this Agreement as set forth in Section 14.16.

"TIF" means tax increment financing pursuant to the TIF Act.

"TIF Act" has the meaning set forth in Recital C.

"TIF Assistance" means reimbursement of TIF Qualified Costs through payments from the Authority to Developer of Available Tax Increments pursuant to the terms and conditions of the TIF Note and Legal Requirements.

"TIF Lender" means the holder of the TIF Loan, which at the Closing is Dougherty Funding LLC, together with its successors and/or assigns solely as the holder of the TIF Loan and subject to Section 11.4(b).

"TIF Loan" means the loan made to Developer for the purpose of obtaining funds necessary for constructing the Public Infrastructure and other Project improvements to be constructed by Developer, which financing is secured by the TIF Note, and including any renewals, extensions and refinancing of such TIF Loan.

"TIF Note" means the Taxable Tax Increment Revenue Note (Ford Site Redevelopment Project) to be executed by the Authority and delivered to Developer pursuant to Article 3 hereof, a form of which is attached as **Exhibit G**.

"TIF Plan" has the meaning set forth in Recital C.

"TIF Qualified Costs" means the Qualified Costs incurred and paid by Developer by **January 1, 2026** (the deadline determined under the Five-Year Rule) which are eligible for reimbursement from Tax Increment under the TIF Act.

"Title Company" means First American Title Insurance Company.

"Transfer" means any sale, assignment, conveyance, lease, transfer, withdrawal, mortgage, pledge, hypothecation, exchange, or other disposition of all or any part of the subject of such Transfer.

"Two Bid Policy" has the meaning set forth in Section 8.1(e).

"Unavoidable Delay" means delays, outside the control of the party claiming its occurrence, including, without limitation, delays which are the direct result of (i) unusually severe or prolonged bad weather, (ii) acts of God, fire or other casualty to all or parts of the Site Improvements, (iii) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, (iv) regulatory acts of any federal, State or local governmental unit which directly result in delays, (v) strikes, other labor trouble, (vi) prolonged delays in delivery of materials for all or parts of the Site Improvements, or (vii) unforeseen, concealed subsurface conditions on the Property that differ materially from the reasonably anticipated conditions, but excluding the presence of non-constructible soils.

"Weidner" means MN Ford Site Apartment Land LLC, a Delaware limited liability company.

"Weidner Joinder" has the meaning set forth in Section 2.3(d).

"Weidner Lots" has the meaning set forth in Recital B.

"Woodlawn Easements" has the meaning set forth in Section 2.6(c).

"Vertical Development" has the meaning set forth in Recital I.

## Article 2
Project Development

2.1 Public Improvements. Subject to the terms and conditions of this Agreement, including specifically the Public Investment Condition set forth in Section 12.1, Developer shall design, engineer, develop, construct, and install the Public Infrastructure in accordance with this Agreement, the Site Improvement Performance Agreement, and Legal Requirements.

(a) Public Infrastructure Defined: The Public Infrastructure, collectively, consist of the following components, each of which is to be designed, engineered, constructed, and installed by Developer and, upon acceptance by the City, to be dedicated, transferred, and/or conveyed to the City and publicly-owned and maintained, in each case, as further provided in this Agreement:

(i) Public Rights of Way. The publicly dedicated rights-of-way includes all improvements and infrastructure within the allocated rights-of-way, including roads, street striping and marking, traffic calming devices, curb and gutter, boulevards, sidewalks, trails, traffic signals and control systems, street lighting, traffic and street/trail signage, street furniture, and trees and landscaping (collectively, the "Public ROW"), each to the extent identified, depicted, and specified in the Plat and applicable Infrastructure Plans.

(ii) Site Utilities. Improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds) (collectively, the "Site Utilities" and each a "Site Utility"), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Infrastructure Plans.

(iii) Central Stormwater Utility. A portion of the Property platted as Outlot D on the Plat to be used for stormwater management, including the utility improvements and infrastructure within such property (the "Central Stormwater Utility"), as identified, depicted, and specified in the Plat and Infrastructure Plans. For the avoidance of doubt, the Central Stormwater Utility (A) includes all of the underground tanks and other above-ground and subsurface stormwater infrastructure located within the Central Stormwater Easement and Civic Plaza Easement areas and (B) is included within the definition of "Site Utilities" and is individually a "Site Utility." At Closing, Developer will grant to the City at no cost a blanket easement burdening the entire Outlot D to allow for occupancy, reasonable access, operation, maintenance, repair, replacement of the Central Stormwater Utility in substantially the form attached to this Agreement as **Exhibit I** (the "Central Stormwater Easement").

(iv) Parks. Those portions of the Property dedicated to the City on the Plat for City park purposes (collectively, "Parks," and each individually a "Park"), including the improvements and infrastructure within such dedicated property, the design of which will be finalized in accordance with Section 2.1(f).

(v) Off-Site Improvements. Improvements to the existing public right-of-way intersections and infrastructure at Cretin Avenue and Ford Parkway, Mt. Curve Boulevard and Ford Parkway, and Cleveland Avenue and Montreal Avenue, as more particularly described in Exhibit B of the Site Improvement Performance Agreement (collectively, the "Off-Site Improvements").

(b) Real Estate Taxes and Assessments. Any real estate taxes or installments of assessments payable with respect to the real property or real property interests dedicated or to be dedicated, transferred, or conveyed to the City or Authority as of the date of such dedication, transfer, or conveyance, shall be paid by Developer and such real estate taxes and assessments shall not be a Qualified Cost under this Agreement. Any real estate taxes or installments of assessments which become payable with respect to such real property or real property interests dedicated, transferred, or conveyed to the City or Authority after the date of such dedication, transfer, or conveyance, shall be paid by the City or Authority, as applicable. Specifically, and for the avoidance of doubt, Developer will not be obligated to pay any assessments levied under Minnesota Statutes Chapter 429 against City or Authority-owned land or Association Lots within the Property.

(c) Public Dedication; Plat; Minor Changes. Those portions of the Property to be used for the Parks and Public ROW have been dedicated to the public in accordance with Section 69.511 of the Saint Paul Legislative Code and other Legal Requirements in, under, and upon the filing of the Plat in the Recording Office at Closing. The Lots, Blocks, and Outlots within the Plat may be further subdivided in accordance with Legal Requirements to accommodate the construction and development of the Project.

(d) Base Public Infrastructure; Subsequent Construction.

(i) Base Public Infrastructure. Notwithstanding any provision in this Agreement to the contrary, subject to Unavoidable Delays and Cure Rights, Developer shall achieve substantial completion (subject only to completion of punch list items) of the Base Public Infrastructure (defined below) on or before **December 31, 2022**. The "Base Public Infrastructure" means and consists of the following components of the Public Infrastructure, as generally illustrated on **Exhibit J**, each to be completed in accordance with Infrastructure Plans and Legal Requirements:

(A) Site mass grading, as required for the Public ROW as described in Section 2.1(d)(i)(B), Civic Square, Civic Plaza, Central Stormwater Utility, and the Parks on Outlot A and Outlot F (subject to section 69.511 of the Saint Paul Legislative Code).

(B) The following sections of the Public ROW (excluding sidewalks and boulevard landscaping, but including all lighting, signage, and other public safety requirements): (1) Montreal Avenue, (2) Mount Curve Boulevard between Ford Parkway and Montreal Avenue, and (3) Cretin Avenue.

(C) All aboveground and underground stormwater treatment, retention and storage facilities, including the Central Stormwater Utility and the catch basins and conveyance structures needed to support the sections of Public ROW noted in clause (B) above, provided, however, Developer will not be obligated to complete the stormwater catch basins and conveyance structures for sections of Public ROW that are not listed in clause (B) above until future phases of Public Infrastructure are constructed in accordance with this Agreement and Legal Requirements.

(D) All subgrade Site Utilities needed to support the sections of Public ROW noted in clause (B) above, provided, however, Developer will not be obligated to complete the Site Utilities for sections of Public ROW that are not listed in clause (B) above until future phases of the Public Infrastructure are constructed in accordance with this Agreement and Legal Requirements.

(E) The Off-Site Improvements, as coordinated with Ramsey County and the City.

(ii) Additional Public Infrastructure; Five-Year Rule. Other than the Base Public Infrastructure, the actual commencement and completion of the remaining Public Infrastructure will be driven by market conditions and Developer will not be required to construct or install any additional components of the Public Infrastructure until such improvements are required for an Element or Public Open Space to obtain a building permit or a temporary certificate of occupancy, as applicable; provided, however, Developer shall substantially complete all Public Infrastructure and expend all TIF Qualified Costs no later than **January 1, 2026**, in accordance with the Five-Year Rule. Developer shall deliver its Annual Public Infrastructure Projection to the City and the Authority in accordance with Section 10.1.

(iii) Changes to the Development Plan. The City and the Authority acknowledge and agree that Developer may modify the Development Plan from time to

time as Developer deems reasonably necessary to accommodate the actual development of the Project, taking into account changing entitlement and financing timelines for a particular Element or Public Open Space, changing market conditions, the reasonable construction requirements of Secondary Developers, and such other factors affecting the actual development of the Project, provided such change does not require regulatory approval under applicable Legal Requirements. Neither the City's nor the Authority's approval will be required for any such changes to the Development Plan so long as each of the following items are true with respect to the Development Plan as revised:

(A) the Development Plan and phasing of the Public Infrastructure continue to conform to the Legal Requirements;

(B) the Development Plan and phasing of the Public Infrastructure continue to conform to the requirements of this Agreement and the Site Improvement Performance Agreement, including the Affordable Housing Requirements and the Affordable Housing Schedule (including approved Affordable Housing Modifications in accordance with the applicable provision of Section 9.1);

(C) no component of the Public Infrastructure is materially changed or affected; and

(D) no change will affect the ability of an Element or Public Open Space to obtain a building permit and a temporary certificate of occupancy, as applicable.

Developer shall not have any right to change the Development Plan with respect to any Lot that has been transferred to a Secondary Developer and after a Lot is transferred to a Secondary Developer, only the Secondary Developer may make changes in the Development Plan with respect to that Lot.

(e) Other Public Infrastructure Requirements.

(i) Public ROW, Site Utilities, Off-Site Improvements. All Public ROW, Site Utilities, and Off-Site Improvements must be designed, engineered, constructed, and installed in accordance with (A) the design standards and specifications described in the Site Improvement Performance Agreement, (B) any applicable permits required under applicable City ordinances, and (C) the Legal Requirements.

(ii) Certain Offsite Intersection Improvements. Developer will not be responsible to design, construct, or install traffic improvements at the intersections of (a) Cleveland Avenue and St. Paul Avenue or (b) Montreal Avenue and St. Paul Avenue.

(f) Parks; Parks Budget.

(i) Each Park must be designed, engineered, constructed, and installed in accordance with (A) the base scope of work for all Parks as described in the Concept Scope (the "Base Parks Scope") and (B) the line item amount(s) for Parks as set forth in the Sources and Uses Budget (the "Parks Budget"), including any allowances in the Parks Budget for Park features, amenities, programming, and other enhancements above the base features, amenities, and programming set forth in the Base Parks Scope (the "Park

Enhancements"); provided, however, that the line item amounts within the Parks Budget may be reallocated by the City among the various separate Parks projects. Developer shall lead a reasonable public engagement process to endeavor to obtain public input on the Park Enhancements. Developer shall not construct any Park (other than rough grading) until the City has approved the final design for such Park. Such approval shall be obtained by Developer from the City's Parks Department in accordance with the Site Improvement Performance Agreement and obtained after review before the Parks Commission.

(ii) The City acknowledges and agrees that if the approved design of the Parks is such that the estimated cost of the approved Parks (including any Park Enhancements) exceeds the aggregate Parks Budget, the City will secure a separate funding source for additional funds or reduce the scope to correspond with the Parks Budget; provided, however, if there are savings in the overall Parks Budget, the City may allocate such savings as it determines. Once the design of the Parks is approved as set forth in clause (i) above, Developer shall perform the work on a lump sum basis, subject to approved Change Orders (as defined in the Site Improvement Performance Agreement).

(g) Documentation of Conveyance of Public Infrastructure. After the City's inspection and acceptance of any component of the Public Infrastructure in accordance with Legal Requirements and the Site Improvement Performance Agreement, Developer will execute and deliver to the City documentation of conveyance, in substantially the form and substance as set forth in an exhibit to the Site Improvement Performance Agreement, dedicating and conveying to the City all right, title, and interests in such improvement(s) free and clear of any mortgage, pledge, hypothecation, encumbrance, lease, license, lien or others security interest.

(h) Supplemental Public Easements. After the City's inspection and acceptance of any component of Public Infrastructure, upon City's reasonable request, the applicable Owner shall grant such public easements without cost to the City over portions of the Property which may be reasonably necessary for purposes of the City performing ongoing construction, maintenance, operation, repair, or replacement of corresponding components of Public Infrastructure, provided that any such easements do not materially interfere with the reasonable use and enjoyment of the burdened portion of the Property.

(i) Limited Waiver of Certain Ordinance Permit Costs. Developer acknowledges that in accordance with Chapters 122 and 123 of the Saint Paul Legislative Code, a permittee granted an ordinance permit to construct any public street, alley, curb, boulevard, sidewalk, sewer, or to otherwise improve any public grounds, is required to pay all City costs incurred in the administration, engineering and inspection of the permitted work. To the extent that such administration, engineering and inspection costs are reimbursable from Tax Increment in accordance with the TIF Plan and Legal Requirements, such costs that are normally charged to Developer in accordance with Chapters 122 and 123 of the Saint Paul Legislative Code shall be paid by the Authority to the City pursuant to an interfund loan transfer in accordance with the TIF Act, and the City hereby agrees to waive collection of such costs from Developer for the Public Infrastructure installed under the terms of this Agreement; provided, however, that nothing in this Agreement shall be construed to prohibit, limit or restrict the City's ability to collect from Developer (1) any permit application fees in connection with an ordinance permit issued under Chapters 122 and 123 of the Saint Paul Legislative Code for the Public Infrastructure or (2) any fees, costs or charges of any kind in connection with any permit for work other than a Chapter 122 or 123 Ordinance Permit for the Public Infrastructure.

(j) Right-of-Way Permit Fees Prior to Acceptance of Applicable Public Infrastructure by the City. Prior to final inspection and acceptance of Public Infrastructure within a portion of Public ROW, the applicable portion of Public ROW will be deemed the construction site of Developer and subject to Developer's obligation to maintain and secure such Public ROW in a safe condition. Accordingly, the City will not charge Developer a fee which would otherwise be assessed for Developer's access, use, obstruction, and/or closure of the applicable portion of the Public ROW prior to the City's inspection and acceptance of the Public Infrastructure within such applicable portion of the Public ROW.

Notwithstanding Weidner's execution of this Agreement and the Weidner Joinder and ownership of the Weidner Lots: (i) Weidner shall assume no obligations relative to the construction of the Public Infrastructure, subject only to Weidner providing Developer with necessary access to the Weidner Lots for Developer to complete such Public Infrastructure to be located thereon in accordance with Developer's obligations hereunder, which access shall be granted pursuant to a separate instrument to be executed by Weidner and Developer in form and content acceptable to Weidner and Developer; (ii) none of Developer's obligations under this Agreement shall be modified or released; and (iii) no obligations under this Agreement shall be imposed upon or assumed by Weidner except the Secondary Developer Obligations as set forth in the Weidner Joinder.

2.2 Private Improvements.

(a) Public Open Spaces.

(i) Defined. The Public Open Spaces, collectively, consist of , the following components, each of which is to be designed, engineered, developed, constructed, and installed by Developer in accordance with this Agreement, the Site Improvement Performance Agreement (as applicable), and Legal Requirements, and each of which will be privately-owned and maintained in accordance with Section 2.2(a)(iii):

(A) Central Open Space Feature; Central Open Space Easement. That certain parcel of land within the Property platted as Outlot D on the Plat to be allocated for public use, including the improvements, enhancements, and infrastructure within the public use area as coordinated with the Infrastructure Plans (collectively, the "Central Open Space Feature"). At Closing, Developer will grant to the City at no cost a blanket easement burdening the Central Open Space Feature (1) to allow for reasonable access, operation, maintenance, repair, replacement, and overflow of the Central Stormwater Utility; (2) to allow for general public access and use rights over the surface of the Central Open Space Feature; and (3) restricting future development of the Central Open Space Feature, in substantially the form attached to this Agreement as **Exhibit I** (the "Central Open Space Easement"), and cause such Central Open Space Easement to be in recorded in the Recording Office.

(B) Civic Square; Civic Square Easement. That certain parcel of land within the Property platted as Outlot B on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon constructed in coordination with the Infrastructure Plans (collectively, the "Civic Square"). At Closing, Developer will grant to the City at no cost a blanket easement burdening the Civic Square (1) to allow for general public access and use rights over the surface of the Civic Square and (2) restricting future development of the Civic

Square, in substantially the form attached to this Agreement as **Exhibit K** (the "Civic Square Easement") and cause such Civic Square Easement to be in recorded in the Recording Office.

(C) Civic Plaza; Civic Plaza Easement. That certain parcel of land within the Property platted as Outlot C on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon, constructed in coordination with the Infrastructure Plans (collectively, the "Civic Plaza"). At Closing, Developer will grant to the City at no cost a blanket easement burdening the Civic Plaza (1) to allow for occupancy, operation, maintenance, repair, replacement and overflow of stormwater utility facilities; (2) to allow for general public access and use rights over the surface of the Civic Plaza; and (3) restricting future development of the Civic Plaza, in substantially the form attached to this Agreement as **Exhibit L** (the "Civic Plaza Easement") and cause such Civic Plaza Easement to be in recorded in the Recording Office.

(ii) Initial Construction of Public Open Spaces. Except to the extent any Public Open Spaces form part of the Base Public Infrastructure, the actual commencement and completion of the Public Open Spaces will be driven by market conditions and Developer will not be required to construct or install any Public Open Spaces until such improvements are required for an Element to obtain a building permit and a temporary certificate of occupancy, as applicable; provided, however, the Central Open Space Feature enhancements shall be substantially completed on or before **January 1, 2026**.

(iii) Operation and Maintenance of Public Open Spaces, Master Association.

(A) Each component of Public Open Space will be owned, operated, and maintained by Developer or a separate legal entity approved by the City, such approval not be unreasonably denied, conditioned, or delayed (the "Operator"). The Operator will be responsible for operating and maintaining each component of Public Open Space in accordance with minimum operation and maintenance standards ("O&M Standards") for the Public Open Spaces to be developed by Developer in compliance with Legal Requirements and as approved by the City, such approval not be unreasonably denied, conditioned, or delayed. Developer currently contemplates that the Operator will be a non-profit master association established by Developer and organized under Minnesota law who may seek to utilize the petition rights granted under Minnesota Statutes Chapter 428A to fund relevant portions of its operations and maintenance costs with respect to the Public Open Spaces (the "Master Association"). Upon a commercially reasonable demonstration of adequate financial resources or funding mechanisms, the City will approve the Master Association owning the Public Open Spaces and carrying out the obligations of the Operator. Neither the City nor the Authority shall be required to contribute to the operations and maintenance costs related to the Public Open Spaces under this Agreement, unless either subsequently becomes an Owner of a Lot which is subject to the Master Association.

(B) The role of the Master Association shall not expand beyond maintenance of the Central Open Space Feature, Civic Square and Civic Plaza in accordance with the O&M Standards except to the extent the cost thereof is not imposed on any Owner-Occupied Affordable Units or any other Affordable Units.

(C) The O&M Standards shall not be expanded beyond the base scope approved by the City under clause (A) above except to the extent the cost thereof is not imposed on any Owner-Occupied Affordable Units or any other Affordable Units.

(D) The Master Association organizational documents shall establish a fee structure in which the association fees paid by association members shall not exceed the actual costs of snow removal, lawn care, landscaping, plantings, irrigation, waste removal, insurance, accounting, tax preparation, out-of-pocket administrative expenses, any reserves required by Legal Requirements, and a market rate management fee paid in order to maintain the Central Open Space Feature, Civic Square and Civic Plaza in accordance with the O&M Standards.

(E) The Master Association organizational documents shall establish a tiered fee structure in which the association fees are allocated to the properties consisting of Lots 1 and 2 on Block 2; Lot 1, Block 7; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 15; Lot 1, Block 16; Lot 1, Block 21; Lot 1, Block 22; Lot 1, Block 27; Lot 1, Block 28 (all as set forth the original Plat) at a ratio of 2:1 relative to the association fees allocated to the other Lots in the Property.

(F) Prior to finalizing the Master Association organizational documents, the Developer shall obtain the consent of the Authority which shall be granted if such documents reflect the terms set forth herein.

(b) Utility Easements. As a condition to the Element City Approval for any Element, or similar City approvals required for any Public Open Space, Developer, applicable Secondary Developer, or Master Association (if it is the Owner) shall grant to the City at no cost an easement burdening the applicable portion of the property as reasonably deemed necessary by the City for the occupancy, access, operation, maintenance, repair and replacement of any co-located or adjacent Site Utilities in substantially the form of the Central Stormwater Easement, but limited to the requirements of the applicable Site Utilities. No such easement may materially interfere with the reasonable use and enjoyment of the burdened Lot.

(c) Public Parking. Developer will provide that a minimum of 10 percent of parking spots within those portions of the Blocks within the F5 and F6 zoning districts which contain office, retail and service, or institutional uses which will be identified and available for public parking ("Public Parking Spots"). In order to maximize the efficiency of parking within the Project area, Developer will have sole discretion to determine the location of each Public Parking Spot within a Block and to establish reasonable rules and hours of operation for the Public Parking Spots. Neither the City nor the Authority will have any obligation to operate or maintain the Public Parking Spots. The Parking Public Spots will be free of charge to the public until the statutory termination date of the Redevelopment TIF District. The Affordable Units shall not be required to contribute to any of the operation or maintenance costs of the Public Parking Spots.

2.3 Secondary Developers.

(a) Transfers to Secondary Developers. Developer may, without notifying the City or the Authority, and without first obtaining the City's or the Authority's consent, transfer (or enter into a contract to transfer) any Lot to a Secondary Developer in order for such Secondary Developer to undertake the development and construction of any Element and not for the purpose of speculation in land holding. Before commencing construction of any Element, each Secondary

Developer will be responsible for obtaining the required Element City Approval and all other permits, licenses, and approvals in accordance with applicable Legal Requirements that are necessary for the applicable Element to be lawfully constructed. No such transfer of a Lot to a Secondary Developer will be deemed to (i) modify or release the obligations of Developer under this Agreement or (ii) impose upon such Secondary Developer any obligation of Developer under this Agreement, except the Secondary Developer Obligations.

(b) Obligations; Assignment and Assumption. The agreements, covenants, conditions, obligations, and requirements under this Agreement set forth in the following provisions shall be applicable to each Secondary Developer with respect to any Vertical Development on Lots(s) of which such Secondary Developer is an Owner (collectively, "Secondary Developer Obligations"); provided, however, that the following shall not apply to the Weidner Lots, which Weidner Lots shall be subject to the Secondary Developer Obligations set forth in the Weidner Joinder):

(i) General Secondary Developer Obligations.

(A) Section 2.2(b) [Utility Easements].

(B) Section 2.4 [Compliance with Environmental Requirements].

(C) Section 3.6(b) [Minimum Assessment Agreement].

(D) Section 8.1 [Employment, Contracting, and Wage Requirements].

(E) Section 8.2 [Sustainable Building Policy].

(F) Section 8.4 [Compliance with Environmental Requirements; Environmental Remediation].

(G) Section 8.5 [Construction Bonds].

(H) Section 8.6 [Liens].

(I) Article 8 [Compliance].

(J) Sections 9.2(b), 9.3(b), and 9.4(a), as applicable [Housing Declarations, including executing a replacement Housing Declaration (Owner-Occupied) if applicable].

(K) Section 9.3(b)(ii) [Executing replacement Minimum Assessment Agreement].

(L) Section 12.7 [Limited Remedies on Default; Waiver of Consequential Damages].

(M) Section 12.9 [Reimbursement of Attorneys' Fees].

(N) Insurance. Each Secondary Developer shall maintain commercial general liability insurance, builder's risk insurance, and property insurance in commercially reasonable forms and amounts.

(O) Demolition SAC Benefit. Each Secondary Developer shall agree to pay the applicable Demolition SAC Benefit to the Developer at the time of obtaining each building permit obtained for each element of Vertical Development on the Property.

(ii) Specific Secondary Developer Obligations.

(A) Utilities for Row Home Blocks. The Secondary Developer of Blocks 8, 9, 10, 14, 15, 19, 20, 21, 25, 26, 27, 31, 32, 35, and 36 of the Plat, which Blocks are to be developed with row home-style Housing Units, will be obligated to design, engineer, and construct, at its sole cost, the water and sanitary utilities within the drainage and utility easement areas as depicted on the Plat with respect to each such Block under a City permit and transfer to the City or water authority, as applicable in accordance with Legal Requirements.

(B) Outlot A. The Owner of Lot 1, Block 3 will be obligated to design, engineer, construct, and maintain any improvements on Outlot A in accordance with the Outlot A Use and Maintenance Agreement.

(C) Pedestrian Link. The setback area between Lot 1, Block 2 and Lot 2, Block 2 intended to be utilized as a pedestrian walkway between Outlot B (i.e., the Civic Square) and Outlot C (i.e., the Civic Plaza) (the "Pedestrian Link"). Upon completion of the Vertical Development on both Lot 1, Block 2 and Lot 2, Block 2, the Owners of the respective Lots must deliver a public access easement over the Pedestrian Link.

(iii) Secondary Developer Assumption. As of the closing of any transfer of a Lot by Developer to a Secondary Developer, and any subsequent transfer of a Lot from a Secondary Developer to a successor Secondary Developer, occurring prior to the issuance of an Element Release with respect to such Lot, Developer or the current Secondary Developer, as applicable, and its transferee Secondary Developer shall execute an assignment and assumption of Secondary Developer Obligations with respect to such Lot in substantially the form attached as **Exhibit O** (each a "Assignment and Assumption of Secondary Developer Obligations"), and each transferor shall deliver a fully-executed duplicate original of such Assignment and Assumption of Secondary Developer Obligations to the City and Authority. No Owner transferor will be released of its respective Secondary Developer Obligations under this Agreement until execution and delivery of the applicable Assignment and Assumption of Secondary Developer Obligations to the City and Authority. Each Assignment and Assumption of Secondary Developer Obligations must include a notice address for the applicable Secondary Developer for the City and Authority to provide the transferee notice of any default of its Secondary Developer Obligations.

(c) Release of Completed Elements. After a certificate of occupancy has been issued by the City for an Element, the Secondary Developer may request, and the City and the Authority shall promptly deliver to such Secondary Developer, a release of the assumed obligations of such Secondary Developer executed by the City and the Authority in substantially the form attached to this Agreement as **Exhibit P** and otherwise in a form required by the Recording Office for recording against the Lot(s) on which Element is located (each an "Element Release"). When the City and Authority issue an Element Release with respect to an Element, such Secondary Developer may record such Element Release in the Recording Office, and upon such recording such Element

Release shall be deemed to conclusively and permanently release the Lot(s) on which Element is located from the assumed obligations of such Secondary Developer, but such Element Release shall not terminate Developer's continuing rights and obligations under this Agreement.

(d) Weidner Joinder. Developer and Weidner acknowledge and agree that the City and Authority require that Weidner (i) is recognized by the City and Authority as the Secondary Developer of the Weidner Lots be subject to this Agreement as of the Effective Date, and (ii) assume Secondary Development Obligations with respect thereto. Therefore, as of the Effective Date, Developer shall cause Weidner to execute and deliver a Joinder and Consent to this Agreement in substantially the form attached as **Exhibit Q** (the "Weidner Joinder"), pursuant to which Weidner will acknowledge and accept its Secondary Developer Obligations with respect to the Weidner Lots and the City and the Authority will acknowledge and agree that Weidner is a Secondary Developer and Owner, and is not responsible for any of Developer's obligations under this Agreement.

2.4 Environmental Review; Compliance with Environmental Requirements. Developer acknowledges that the Project is a phased project subject to environmental review as required by Minnesota Rules, Chapter 4410 ("EQB Rules") which limits Developer's rights in accordance with EQB Rules. Developer has requested, and the City prepared, an alternative urban area wide review ("AUAR") in lieu of an environmental impact statement (EIS) as authorized by the EQB Rules. Developer must comply with the AUAR and all other Legal Requirements. Developer (with respect to the work relating to the Site Improvements) and any applicable Secondary Developer (with respect to the Vertical Development of Lots owned by such Owner) will be responsible for obtaining, and maintaining compliance under, any and all necessary permits, licenses, approvals or reviews required by the AUAR and Legal Requirements. Developer will be responsible for payment of only those AUAR mitigation strategies for which Developer is responsible under the Concept Scope.

2.5 Demolition SAC Credits. The Property includes approximately 4,157 Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) credits resulting from the demolition of the Ford Plant ("Demolition SAC Credits") which can only be credited to future projects at the Property. All 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 City will agree to rely on the MCES SAC determination letter and will not collect MCES SAC from Developer, the Master Association, or any Secondary Developer, as applicable, unless the City has a corresponding obligation to make MCES SAC payments to the Metropolitan Council due to the Demolition SAC Credits being exhausted. The City acknowledges and agrees that Developer intends to allocate the Demolition SAC Credits to Secondary Developers and collect the value of such Demolition SAC Credits from such Secondary Developers and utilize such value of the Demolition SAC Credits determined in this manner as part of Developer's finance structure for the Site Improvements. The City and Developer shall cooperate to submit information to Metropolitan Council as required to receive Metropolitan Council determination that the Project is a phased development for purposes of administering the Demolition SAC Credits.

2.6 Other Project Development Requirements.

(a) Ballfield Parcel.

(i) Transfer; Deed Restriction. Promptly following the Closing, Developer shall convey that certain parcel of land within the Property platted as Lot 1, Block 30 as

depicted on the Plat (the "Ballfield Parcel"), to Friends of Highland Ball, a Minnesota non-profit corporation, subject to (A) the Ballfield Trail Easement (defined below) and (B) a deed restriction in substantially the form attached to this Agreement as **Exhibit M**, which will provide that such Ballfield Parcel shall only be used for recreational sports and other similar activities and cannot be redeveloped or used for any other purpose, and which deed restriction shall be secured by a 20-year forgivable mortgage granted by Friends of Highland Park in favor of Developer. Pursuant to such mortgage, if the Ballfield Parcel and the ballfields located thereon are in disrepair or are no longer used for youth baseball and youth softball purposes for a period of 10 consecutive months during such 20-year term of the mortgage, Developer will have the right but not the obligation to foreclose on such mortgage and convey the Ballfield Parcel to the City, at no cost to the City, subject to a deed restriction that such Ballfield Parcel may be used for City-owned Park or open greenspace purposes only; provided, however, that if the Ballfield Parcel and the ballfields located thereon are in disrepair or are no longer used for youth baseball and softball purposes for a period of 36 consecutive months during such 20-year term of the mortgage, then Developer will foreclose on such mortgage and convey the Ballfield Parcel to the City, at no cost to the City, subject to a deed restriction that such Ballfield Parcel may be used for City-owned Park or open greenspace purposes only.

(ii) Ballfield Trail Easement. At Closing, Developer shall grant to the City a trail easement over the northerly **18 feet** of the Ballfield Parcel by executing and delivering to the City a trail easement agreement in substantially the form attached to this Agreement as **Exhibit N** (the "Ballfield Trail Easement").

(b) Outlot A. At Closing, Developer shall convey Outlot A to the City via quit claim deed (the ("Outlot A Deed") to the City and the City shall grant Developer an easement, license, or lease for the use and maintenance of Outlot A as a private alley in substantially the form attached as **Exhibit R** (the "Outlot A Use and Maintenance Agreement").

(c) Woodlawn Easements. At Closing, Developer shall convey to the City easements for public sidewalks and small utilities on either side of Woodlawn between Bohland and Montreal in substantially the form attached as **Exhibit S** (the "Woodlawn Easements").

## Article 3
Public Investment

3.1 Public Investment; Approved Public Investment Sum. Subject to the terms and conditions of this Agreement, the City and the Authority shall provide certain public investments to finance Qualified Costs (the "Public Investment") in an aggregate amount not to exceed the amount allocated in the Sources and Uses Budget for Public Infrastructure (specifically, **$69,367,206**) ("Approved Public Investment Sum"). Subject to Section 3.2, any Public Infrastructure costs in excess of the Public Infrastructure costs in the Sources and Uses Budget, and without regard to the cause of such excess costs, shall be the sole responsibility of Developer unless such cost increase is due to a City or Authority-requested change approved by the City and the Authority in writing, both as to the approved change and identifying the excess costs that will be covered by the City or Authority, and effectuated through the Change Order Process described in Site Improvement Performance Agreement ("Approved Costs Increases"). Any such Approved Costs Increases shall be the sole responsibility of the City or Authority, as applicable, and payable in accordance with the terms of a written Change Order (as defined in the Site Improvement Performance Agreement) and the Disbursing Agreement. For the avoidance of doubt, except for Approved Costs Increases, any other excess costs incurred by Developer, including excess costs due to increases in labor or material costs, casualty, design errors, repair or replacement of faulty work or any Unavoidable Delay shall

not entitle Developer to seek an increase in the amount of the Approved Public Investment Sum, and Developer hereby waives the right or ability to make any such claims against the City and Authority. The Sources and Uses Budget will be updated from time-to-time to reflect any Approved Costs Increases.

3.2 Cost Savings. Cost savings from Public Infrastructure (excluding Parks which will be allocated as provided in Section 2.1(f)) will be applied as described in this Section 3.2. The Sources and Uses Budget will be updated from time-to-time to reflect the allocation of any cost savings in accordance with this Section 3.2.

(a) Cost savings from the 429 Improvement Project will accrue to reduce the 429 Improvement Project and require reduction of the "Developer PayGO TIF for 429 Project" funds allocated to the 429 Improvement Project in the Source and Uses Budget and such "Developer PayGO TIF for 429 Project" funds shall be reallocated to other Qualified Costs included in the Sources and Uses Budget.

(b) Cost savings from the costs of grading the Property for the Site Improvements as listed under the heading "Mass Grading" in the Sources and Uses Budget will accrue to reduce such costs and require reduction, in accordance with the "Site Balance - Cost Breakdown" attached as **Exhibit T**, in the relevant funding source(s) allocated to such costs in the Source and Uses Budget; provided however that no reallocation of funding sources to uses shall cause any use of tax increments for a purpose which violates the TIF Act or adversely affect the tax exempt status of any bonds issued by the City or the Authority, both as determined by the City or the Authority, as applicable.

(c) Cost savings from the Public Infrastructure costs listed under the headings "Streets" and "Site Utilities Excluding Central Water Feature" in the Sources and Uses Budget excluding the costs of the 429 Improvement Project will accrue to reduce such costs collectively and require reduction, on a pro rata basis, in the relevant funding source(s) allocated to such costs in the Source and Uses Budget; provided however that no reallocation of funding sources to uses shall cause any use of tax increments for a purpose which violates the TIF Act or adversely affect the tax exempt status of any bonds issued by the City or the Authority, both as determined by the City or the Authority, as applicable.

(d) Cost savings from the Public Infrastructure costs listed under the heading "Storm Utilities" in the Sources and Uses Budget will accrue to reduce such costs collectively and require reduction, on a pro rata basis, in the relevant funding source(s) allocated to the Storm Utilities costs in the Source and Uses Budget and, as provided in Section 3.3(g) hereof, any PSIG proceeds shall be applied directly to reduce, prepay, or defease the remaining amount of City TIF Bond proceeds (as set forth under the heading "City GO TIF" in the Sources and Uses Budget) allocated to such Qualified Costs; provided however that no reallocation of funding sources to uses shall cause any use of tax increments for a purpose which violates the TIF Act or adversely affect the tax exempt status of any bonds issued by the City or the Authority, both as determined by the City or the Authority, as applicable.

(e) Cost savings from the projects listed in the line items labeled "Central Water Feature: Enhancements" and "Civic Square" in the Sources and Uses Budget will accrue to reduce the "Central Water Feature: Enhancements" and "Civic Square" costs collectively and require reduction of the "Developer Funds" allocated to the "Central Water Feature: Enhancements" and "Civic Square" costs in the Source and Uses Budget and such "Developer Funds" shall be reallocated to other Qualified Costs included in the Sources and Uses Budget.

3.3 Anticipated Sources of Public Investment. The City, Authority, and Developer anticipate that the sources and corresponding amounts of the Public Investment will be as set forth in this Section 3.3; provided, however, that the City and Authority may satisfy the Public Investment Condition by otherwise providing sufficient equivalent replacement or alternative funds in accordance with Sections 3.1 and 3.5.

(a) Developer TIF Assistance.

(i) Total Infrastructure Costs and TIF Qualified Costs. Based on Developer's representation that the total costs shown in the Sources and Uses Budget are $83,961,872, that the sources of revenue available to pay such costs, including other sources of Public Investment, but excluding the TIF Assistance contemplated herein, is $37,457,821, and that Developer is unable to obtain private financing for such costs, the Authority has agreed to provide TIF Assistance in accordance with this Agreement. The parties agree that the TIF Qualified Costs to be incurred by Developer are essential to the successful completion of the redevelopment within the Redevelopment TIF District. Developer anticipates that the TIF Qualified Costs, which are identified in the Sources and Uses Budget will be at least $46,504,051. The TIF Qualified Costs shall be paid by Developer, and the Authority shall reimburse Developer for certain TIF Qualified Costs in the Reimbursement Amount solely through the issuance of the TIF Note.

(ii) TIF Note. The TIF Note shall be dated as of the Issue Date (defined below) and will be originally issued to Developer in a principal amount equal to the Reimbursement Amount, subject to reduction as set forth in Section 12.6(e). The principal of the TIF Note and interest thereon shall be payable solely from the Pledged Tax Increments as provided below. The TIF Note shall be a special and limited obligation of the Authority and not a general obligation of the Authority, and only Pledged Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(iii) Issuance. The Authority shall issue the TIF Note to Developer in substantially the form attached as **Exhibit G**, upon satisfaction of the following preconditions (the "Issue Date"):

(A) The occurrence of the Closing in accordance with this Agreement.

(B) Developer shall have provided the Authority with the general contractor's contract(s) and a sworn construction cost statement with respect to the Base Public Infrastructure.

(C) Developer shall have provided evidence reasonably satisfactory to the Authority that Developer has closed on construction financing in an amount sufficient, together with the Public Investment provided herein and other sources of equity, to finance the costs set forth in the Sources and Uses Budget.

(D) Developer shall have paid the Authority, upon issuance of the TIF Note, $1,500 for the fees of the office of the City Attorney and an issuance fee of 1% of the principal amount of the TIF Note.

(iv) Advances. The principal amount of the TIF Note shall be deemed advanced (each an "Advance") as and to the extent Developer provides the Authority with invoices or cancelled checks or other documentation reasonably satisfactory to the Authority evidencing the payments of TIF Qualified Costs ("Payment Evidence") as

evidenced by an "Advance Certificate" in the form set forth in Exhibit 3 attached to the TIF Note but only to the extent and in the amount confirmed and acknowledged by the Authority. On May 1 and November 1 of each year, commencing May 1, 2020, the Developer shall deliver to the Authority an Advance Certificate and applicable Payment Evidence for TIF Qualified Costs paid in the preceding six-month period. Following the delivery of each Advance Certificate, the principal amount of the TIF Note shall be deemed retroactively Advanced as of the first day of each month in an amount equal to the TIF Qualified Costs paid in the prior month as shown in the Payment Evidence (each a "Monthly Advance") and such Monthly Advance amounts, as confirmed or adjusted by the Authority, shall be set forth in the Advance Certificate for each six-month period prior to the date submitted by the Developer (e.g. amounts paid by the Developer in March, for which the Developer submits Payment Evidence confirmed and accepted by the Authority based on the Advance Certificate submitted on May 1, shall be deemed Advanced as of April 1). No amounts will be deemed Advanced under the TIF Note with respect to costs incurred or paid after January 1, 2026. If Developer fails to incur and pay any TIF Qualified Costs by January 1, 2026, the TIF Note shall be terminated and no Tax Increments shall be payable thereunder.

(v) Interest Rate; Interest Accrual. The principal amount of the TIF Note Advanced shall bear simple, non-compounding interest from the date of each corresponding Monthly Advance, except during any period that the payment on the TIF Note has been suspended, at a rate equal to the rate on the TIF Loan which is initially [**6.00%]** per annum (the "Initial Rate") and if the rate on the TIF Loan is increased to a rate greater than Initial Rate, the Authority will adjust the rate on the TIF Note as follows: (A) on **March 1, 2025** to a rate equal to the lesser of **7.25%** per annum or the rate then in effect on the TIF Loan, and (B) on **March 1, 2030** to a rate equal to the lesser of **8.50%** per annum or the rate then in effect on the TIF Loan (the "Adjusted Rate"). Any Adjusted Rate shall take effect upon satisfaction of the following conditions: (i) Developer shall have requested an adjustment of the rate on the TIF Note in writing submitted to the Authority at least 30 days prior to the dates set forth above and (ii) the Developer shall have submitted evidence, satisfactory to the Authority, of the Adjusted Rate and that the Adjusted Rate is in effect under the TIF Loan on the date it is to become effective under the TIF Note. Notwithstanding the foregoing, if at any point the rate on the TIF Loan is adjusted to a rate lower than the rate then in effect on the TIF Note, Developer shall notify the Authority of such interest rate adjustment within 10 days thereof and the Authority will adjust the interest rate on the TIF Note to a rate equal to the greater of the Initial Rate or the rate on the TIF Loan. Interest on the TIF Note 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.

(vi) Payments.

(A) On each Payment Date, subject to the satisfaction by Developer of the requirements of clause (iv) above, the Authority shall pay Developer the Pledged Tax Increments received by the Authority during the preceding six months. All such payments to be applied first to accrued interest and then to reduce the principal amount of the TIF Note.

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

(C) The Authority's obligation to make payments on the TIF Note on any Payment Date or any date thereafter shall be conditioned upon the requirement that (1) the obligation of the Authority to make payments on the TIF Note shall not exceed the principal amount thereof, (2) the obligation of the Authority to make payments on the TIF Note shall not exceed the principal amount thereof deemed Advanced in accordance with clause (iv) above, (3) 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 or waived in writing by the Authority in its sole discretion, and (4) the TIF Note shall not have been terminated pursuant to Section 3.3(a)(iv) above due to failure by Developer to incur and pay any TIF Qualified Costs by January 1, 2026 (the deadline determined under the Five-Year Rule).

(D) The TIF Note shall be governed by and payable pursuant to the additional terms thereof. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3(a), the terms of the TIF Note shall govern. The issuance of the TIF Note is pursuant and subject to the terms of this Agreement.

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

(b) City TIF Bonds. City staff presently intends to bring forward for City Council action after the Effective Date, subject to all notice and public hearing requirements, recommendation for City issuance of one or more series of bonds to be repaid through the Available Tax Increments (together with any bonds issued to refund such bonds, the "City TIF Bonds"), such that proceeds of such City TIF Bonds in the principal amount of approximately **$9,010,124** will be available to be deposited in the Disbursing Account in accordance with the Disbursing Agreement, which proceeds shall be used to finance a portion of the TIF Qualified Costs in accordance with the Sources and Uses Budget and Legal Requirements and Section 3.1.

(c) Subordinate City PayGo TIF. The City shall specifically reserve **$3,000,000** of Tax Increment to finance a portion of the TIF Qualified Costs in accordance with the Sources and Uses Budget and Legal Requirements (the "City Subordinate TIF"). Payment of such City Subordinate TIF shall be subordinate to Available Tax Increments required for payment of the City TIF Bonds and TIF Note. Developer, City and Authority intend that the City Subordinate TIF allocated to the Public ROW in the Sources of Uses Budget will be the last-used source for the Public ROW.

(d) CIB Bonds. City staff presently intends to bring forward for City Council action following the Effective Date, subject to all notice and public hearing requirements, recommendation for City issuance of one or more series of capital improvement bonds (together with any bonds issued to refund such bonds, the "CIB Bonds"), such that proceeds of such CIB Bonds in the principal amount of approximately **$5,292,125** will be available to be deposited in the Disbursing Account in accordance with the Disbursing Agreement, which proceeds shall be used to finance a portion of the eligible Qualified Costs in accordance with the Sources and Uses Budget and Legal Requirements and Section 3.1.

(e) Section 429 Assessment Bonds. City staff presently intends to bring forward for City Council action following the Effective Date, subject to all notice and public hearing requirements, recommendation for City issuance of one or more series of general obligation special assessment bonds, in accordance with Minnesota Statutes Chapter 429 (together with any bonds issued to refund such bonds, the "429 Assessment Bonds"), such that proceeds of such 429 Assessment Bonds in the principal amount of at least **$9,139,343** will be available to be deposited in the Disbursing Account in accordance with the Disbursing Agreement, which proceeds shall be used to finance a portion of the eligible Qualified Costs in accordance with the Sources and Uses Budget, Legal Requirements, the Special Assessment Agreement, and Section 3.1. As a City condition to the Closing, Developer and Weidner shall enter into one or more special assessment agreements in substantially the form attached to this Agreement as **Exhibit U** (each a "Special Assessment Agreement"), pursuant to which Developer and Weidner (and subsequent Owners) will agree that certain Minnesota Statutes Chapter 429 special assessments ("429 Assessments") will be levied against certain Lots in accordance with the Special Assessment Agreement, and which Special Assessment Agreements shall be recorded against the Lots of the Property benefited by the Public Infrastructure financed by such 429 Assessment Bonds.

(f) GI District Connection Fees. The City shall finance the acquisition of certain green infrastructure improvements, namely the Central Stormwater Utility and other stormwater facilities in the amount **$8,431,687** in accordance with the Site Improvement Performance Agreement and in the manner authorized by the City's green infrastructure Ordinance (ORD 19-29 (May 22, 2019)) ("GI Ordinance") and the City Council's Resolution required to establish a green infrastructure district ("GI District") for the Property. Developer shall provide any consents and waivers deemed reasonably necessary by the City to implement the GI Ordinance and the Resolution establishing the GI District for the Property. Developer acknowledges and agrees that each Element of Vertical Development will be assessed a connection charge pursuant to the GI Ordinance and Resolution establishing the GI District, payable at the time of issuance of the building permit for each such Element of Vertical Development ("GI Assessments"). For the avoidance of doubt, GI Assessments will not be assessed at the time any permit is issued to Developer for the mass grading of the Property or any component of the Public Infrastructure.

(g) PSIG. The City has applied for a point source implementation grant ("PSIG") in the amount of up to approximately **$7,000,000** from the Minnesota Pollution Control Agency ("MPCA"). If such grant is approved and received, the grant proceeds will be applied to grant-eligible Qualified Costs for stormwater facilities within the Property and shall reduce, redeem, defease or reimburse the City for the amount of City TIF Bond proceeds allocated to such Qualified Costs. The City and Developer will cooperate in meeting all PSIG requirements. The proceeds of the PSIG shall be deposited in the Disbursing Account in accordance with and subject to the Disbursing Agreement, or shall be retained by City and applied to reimburse the City or Authority for prior disbursements. The City will take bridge financing risk for the PSIG funds applied for and will not seek reimbursement from Developer if the PSIG is not awarded in whole or in part.

(h) Other Grant Opportunities. The City and Developer will cooperate on identifying and in efforts to obtain additional available grant funding to undertake the Site Improvements and/or any private improvements forming a part of the Project.

3.4 Funding Requests. At such times as Developer is prepared to commence a phase of the Public Infrastructure (including the Base Public Infrastructure), Developer will notify the City, Authority, and each Lender of the anticipated commencement date of such phase, the amount of Public Investment funds required for such phase (in accordance with the Sources and Uses Budget), and the anticipated date that Developer will request reimbursement from such Public Investment funds for Qualified Costs, and also

request that the City and/or Authority proceed to secure such Public Investment funds (each "Funding Request"). Developer acknowledges that it is responsible for issuing such Funding Requests sufficiently in advance to allow the City and/or Authority to secure the applicable Public Investment funds. Developer anticipates that it will issue Funding Requests at such times, in such amounts, and from such sources of Public Investment funds as set forth in the Infrastructure Sources and Uses Cash Flow.

3.5 Disbursing Agreement. All Public Investment funds shall be retained by the City or Authority, as applicable, until such time as they are needed for deposit in an account held at the Disbursing Agent (the "Disbursing Account") in accordance with and subject to the Disbursing Agreement. Developer shall be responsible to pay for the services of the Disbursing Agent.

3.6 TIF Matters.

(a) Certification of Redevelopment TIF District. The Authority shall cause the Redevelopment TIF District to have a certification date of January 2, 2021 as determined under the Special Law.

(b) Minimum Assessment Agreement.

(i) Developer and Weidner shall execute a minimum assessment agreement in substantially the form attached to this Agreement as **Exhibit N** (the "Minimum Assessment Agreement"). Developer shall be responsible for obtaining the certification of the County Assessor to the Minimum Assessment Agreement and for recording the Minimum Assessment Agreement against each Lot in the Recording Office.

(ii) Nothing in the Minimum Assessment Agreement shall limit the discretion of the County Assessor to assign an estimated market value to any Lot within the Property in excess of the applicable Minimum Lot Value (as defined in the Minimum Assessment Agreement) or prohibit any Owner from seeking through the exercise of legal or administrative remedies a reduction in such market values for property tax purposes; provided, however, no Owner shall seek a reduction of such estimated market value below the applicable Minimum Lot Value for any year's assessment for which the Minimum Assessment Agreement shall remain in effect.

(iii) The Minimum Assessment Agreement must be certified by the County Assessor, as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the County Assessor that the Minimum Lot Values are reasonable. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the filing by Developer of the Minimum Assessment Agreement in the Recording Office, shall constitute notice to any subsequent encumbrancer or purchaser of the Property (or any part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of or mortgagee under any mortgage.

(iv) Developer shall cause the Minimum Assessment Agreement to be recorded against the Property and before the issuance of the TIF Note.

(v) Throughout the term of the Minimum Assessment Agreement, Developer shall take no action, and suffer no circumstances to exist or action to be taken by others (to the extent Developer may prevent the same), the effect of which would be to render the Property or any portion thereof to be no longer generally subject to real property taxation,

except for the Ballfield Parcel. Before the termination of the Minimum Assessment Agreement, Developer shall not:

(A) Seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Property determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(B) Seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Property determined by any tax official, or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

(C) Seek any tax deferral or abatement, either presently or prospectively authorized under any state or federal law, of the taxation of the Property.

Nothing in this Agreement or the Minimum Assessment Agreement will limit a Secondary Developer from taking advantage of any tax incentive, reduction or program available to an Affordable Rental Element or a Owner-Occupied Affordable Unit pursuant to Minnesota State Statutes or any related governmental regulations.

3.7 Lookback; Authority's Share of Excess Profit.

(a) Generally. The Public Investment is based on certain assumptions regarding likely costs and expenses associated with acquiring the Property and constructing the Site Improvements, as well as Sale Proceeds to be derived by Developer from the sale of Qualified Lots plus the reduction of the Land Basis by the payment by Weidner for the Weidner Lots. Specifically, the Approved Public Investment Sum, including the maximum principal amount of the TIF Note, has been determined based on the amount of assistance needed to make the Project financially feasible. The Authority and Developer agree that those assumptions will be reviewed at the times described in this section, and that the amount of Public Investment may be adjusted in accordance with this section.

(b) Lookback. Upon the terms and conditions set forth below, Developer shall pay to the Authority **20%** (the "Authority's Share") of any Cumulative Excess Profit.

(c) Annual Lookback Reporting.

(i) As of **March 1** of each calendar year during the Term of this Agreement, Developer shall submit to the Authority a current cost and revenue analysis for all Lots held by Developer during the prior calendar year and all Lookback Transfers which have occurred on or before December 31 of the preceding calendar year (including all prior years during the term of this Agreement) (the "Lookback Analysis").

(ii) Each annual submission of the Lookback Analysis shall show:

(A) The Net Land Sale Proceeds and Demolition SAC Benefit received by Developer during such preceding year.

(B) The Lot Cost Basis Beginning Balance as of January 1 of such preceding calendar year.

(C) Increases to the Lot Cost Basis Beginning Balance during such preceding calendar year.

(D) The Lot Cost Basis Interim Balance as of December 31 of such preceding calendar year and the ending balance thereof after reduction by any Total Proceeds received during such preceding calendar year.

(E) The beginning Developer Equity Balance as of January 1 of such preceding calendar year.

(F) The ending Developer Equity Balance as of December 31 of such preceding calendar year, after reduction by any Equity Payback in such preceding calendar year.

(G) Any Excess Profit and Cumulative Excess Profit as of December 31 of such preceding calendar year.

(iii) The Lookback Analysis will be substantially in the form of the example Lookback Analysis set forth on the attached **Exhibit W** and will be certified as true and correct by Developer. The example Lookback Analysis attached as **Exhibit W** is for illustrative purposes only and shall not be deemed a representation, warranty, or covenant of Developer with respect to any actual Authority's Share calculated in accordance with this Article.

(iv) Developer shall provide to the Authority any reasonable and relevant background documentation related to the Lookback Analysis, upon request. The Authority may retain an accountant or other financial advisor to audit each annual submission of the Lookback Analysis and, with respect to any audit of the Lookback Analysis submitted on the following dates (A) the Loan Repayment Date, (B) the Developer Equity Repayment Date, (C) the first date determined in clause (g)(i) below, or (D) the Final Determination Date, the Developer shall pay, or reimburse the Authority for, the reasonable third party costs thereof within 30 days after receipt of a written invoice from the Authority.

(d) Loan Payment Priority. The Authority and Developer acknowledge and agree that all Total Proceeds, when received, must first be deposited with the Senior Lender for repayment of the Senior Loan, including any renewals, extensions and refinancing of such Senior Loan (referred to in the Lookback Analysis as the "Lot Cost Payback"), until the date such Senior Loan is repaid in full and any funding commitment in connection therewith has been terminated by Senior Lender ("Loan Repayment Date").

(e) Reduction of Lot Cost Basis; Reduction of Developer Equity. Subject to clause (d) above [Loan Payment Priority], for purposes of calculating the Excess Profit as of the end of each year, Total Proceeds received in each year will first be applied to reduce the Lot Cost Basis Interim Balance until the Lot Cost Basis Interim Balance in such year is reduced to zero. Thereafter, any remaining or additional Total Proceeds will be applied to reduce Developer Equity Balance as of January 1 of such year until the Developer Equity Balance as of the end of such year is reduced to zero (the "Equity Repayment Date"). If the Lot Cost Basis Interim Balance is greater than zero in any calendar year, notwithstanding a reduction to zero in a prior year, Total Proceeds received in

such year will first be applied to reduce the Lot Cost Basis Interim Balance to zero before the Developer Equity Balance is further reduced. Similarly, if the Developer Equity Balance is greater than zero in any calendar year, notwithstanding a reduction to zero in a prior year, Total Proceeds received in such year will be applied, after reduction of any positive Lot Cost Interim Balance in such year, to reduce the Developer Equity Balance to zero before any additional Excess Profit accrues.

(f) Authority Share Escrow. From and after the Loan Repayment Date and the Equity Repayment Date (the "Escrow Trigger") **20%** of Total Proceeds as received in each calendar year, subject to the reduction of any positive Lot Cost Basis Interim Balance or any positive Developer Equity Balance in such year to zero (in accordance with clause (e) above), shall be deposited into an escrow account (the "Lookback Escrow") held by the Disbursing Agent as escrow agent for the Authority and Developer until the Authority's Share is payable to the Authority in accordance with clause (g) below.

(g) Payment of Authority's Share.

(i) After the Escrow Trigger, and commencing on the **March 1** following the Transfer of Qualified Lots (excluding any Developer Lots subject to a Housing Declaration (Affordable) with a buildable area equal to at least **70%** of buildable area of the Qualified Lots in existence as of the Closing Date (excluding any Developer Lots subject to a Housing Declaration (Affordable)) and annually thereafter until the Final Determination Date defined below, Developer shall direct the Disbursing Agent to release to the Authority from the Lookback Escrow the Authority's Share, if any, as shown in the Lookback Analysis submitted pursuant to clause (c) above as of such date; and

(ii) Upon the earlier date to occur of **90 days** after (a) the Transfer of the last Qualified Lot or (b) the expiration of the Term, Developer shall deliver to the Authority (the "Final Determination Date") (A) an updated, final Lookback Analysis showing the final calculation of the Cumulative Excess Profit and Authority's Share, and (B) written joint escrow instructions authorizing the escrow holder to release to the Authority from the Lookback Escrow the Authority's Share, if any, net of any amounts paid pursuant to clause (i) above (provided that such amount shall not be less than zero and in no event shall the Authority be obligated to make a payment to the Developer hereunder), and to release to Developer the remaining balance of the Lookback Escrow after payment of the Authority's Share, if any, net of any amounts paid pursuant to clause (i) above. No later than 60 days after Developer delivers the items described in subclauses (A) and (B), above, to the Authority, the Authority must either deliver (I) the joint escrow instructions countersigned by the Authority to the Disbursing Agent, authorizing the disbursement of the Lookback Escrow as provided above or (II) notice to Developer that the Authority is disputing Developer's calculation of the Cumulative Excess Profit and Authority's Share. If the Authority fails to deliver either of the items described in the foregoing subclauses (I) or (II) within such 60-day period, the Authority will be deemed to have accepted Developer's calculation of the Cumulative Excess Profit, and the Disbursing Agent will immediately the disburse the Lookback Escrow as provided above.

(h) Lookback Definitions. For the purposes of this section, the following terms have the following meanings:

(i) "Cumulative Excess Profit" means, as of any date, the cumulative sum of any Excess Profit in each year through such date.

(ii) "Debt Interest Cost" means the interest paid on the Senior Loan.

(iii) "Demolition SAC Benefit" means the amount paid to the Developer in connection with building permits obtained for each element of Vertical Development on the Property, by Weidner or any other Secondary Developer for the value of the Demolition SAC Credits available with respect to such Element of Vertical Development.

(iv) "Developer Equity" means the amount of equity capital contributions to be made by Developer to fund the Total Development Costs in the amount of **$14,594,666** as set forth in the attached Sources and Uses Budget under the heading "Developer Funds" plus the amount of any additional Qualified Costs paid by the Developer in excess of the funding sources identified in the attached Sources and Uses Budget.

(v) "Developer Equity Balance" means the current outstanding Developer Equity as of a given date, as the same may be reduced by repayment from Total Proceeds in accordance with this section.

(vi) "Developer Equity Interest" means simple, non-compounding interest on the Developer Equity at the rate of **7.5%** per annum from the date of each advance thereof until the Equity Repayment Date.

(vii) "Equity Payback" means the amount of any positive balance of Total Proceeds received in a calendar year net of the Lot Cost Basis Interim Balance in such year and available to reduce the Developer Equity Balance in such calendar year in accordance with clause (e) of this Section.

(i) "Excess Profit" means any Total Proceeds received in any calendar year after the Loan Repayment Date in excess of any positive Lot Cost Basis Interim Balance in such calendar year and any positive Developer Equity Balance in such calendar year.

(ii) "Hold Period" means, with respect to any Qualified Lot, the number of years (prorated for any partial years) from the Closing Date until, but not including, the date of closing of the applicable Lookback Transfer.

(iii) "Land Basis" means the aggregate purchase price of **$61,000,000** paid by the Developer and Weidner to Ford for the Property.

(iv) "Land Operating Costs" means, with respect to the Qualified Lots, the total direct and indirect cost and expense incurred or accrued with respect to the ownership, administration, direct marketing, operation, management, maintenance, insuring, cleaning, and supervision of the Qualified Lots during the Hold Period with respect to each individual Qualified Lot, all as evidenced by paid invoices with respect to out of pocket costs paid by the Developer and by statements showing rates and hours of service provided with respect to amounts paid to Related Parties, which evidence shall be submitted to the Authority upon request. For avoidance of doubt, Land Operating Costs do not include costs and expenses related to the development of any Element.

(v) "Lookback Transfer" means a Transfer by Developer of a Qualified Lot.

(vi) "Lot Cost Basis" means, the cumulative sum of the following items (1) Land Basis; (2) Pursuit Costs; (3) Developer Equity Interest; (4) TIF Monetization

Discount; (5) total actual property taxes paid by the Developer for the Qualified Lots during the applicable Hold Periods; (6) total actual 429 Assessments and other special assessments, if any, plus interest thereon, paid by the Developer for the Qualified Lots during the applicable Hold Periods; (7) total actual Land Operating Costs paid by the Developer for the Qualified Lots during the applicable Hold Periods; and (8) Debt Interest Cost.

(vii) "Lot Cost Basis Beginning Balance" means, as of January 1 of each year, the sum determined as of December 31 of the prior year of (1) the Lot Cost Basis Interim Balance in such prior year less (2) the Total Proceeds received in such prior year; provided that, as of December 31, 2019 the Lot Cost Basis Interim Balance shall be further reduced by the payment by Weidner for the Weidner Lots (as evidenced by the Closing settlement statement and executed documents).

(viii) "Lot Cost Basis Interim Balance" means the sum determined as of December 31 of each year of (i) the Lot Cost Basis Beginning Balance as of January 1 of such year plus (ii) the cost items comprising the Lot Cost Basis as such costs are incurred in such year.

(ix) "Net Land Sale Proceeds" means the purchase price payable to Developer in consideration for the Lookback Transfers, less the actual selling costs (including brokerage commissions, title insurance, attorney, recording and escrow fees, and transfer taxes, to the extent applicable, as evidenced by a settlement statement submitted to the Authority upon request) paid by Developer as seller under the Lookback Transfers; provided, however, that with respect to any Lookback Transfers to a Related Party of Developer, the purchase price for such Qualified Lot purposes of this Section 3.7 shall be deemed to be the greater of (1) the actual purchase price or (2) the appraised value of such Qualified Lot as set forth in the appraisal submitted to the primary lender providing financing for the construction of the Element of Vertical Development for such Qualified Lot, a copy of which appraisal shall be submitted to the Authority with the annual Lookback Analysis.

(x) "Pursuit Costs" means all payments made and/or costs paid by Developer and/or its Related Parties on or before the Closing Date, or within 120 days after the Closing Date for costs incurred but not paid as of the Closing Date, for the advancement of the Site Improvements, including without limitation, organization, legal, permitting and entitlements (including costs of the AUAR), due diligence, design, construction, engineering, and other costs in an amount evidenced by paid invoices with respect to out of pocket costs paid by the Developer and by statements showing rates and hours of service provided with respect to amounts paid to Related Parties, which evidence shall have been submitted to the Authority prior to the Closing Date, or within 120 days after the Closing Date for costs incurred but not paid as of the Closing Date.

(xi) "Qualified Lots" the Developer Lots, excluding the Ballfield Parcel and the Association Lots.

(xii) "TIF Monetization Discount" means the principal amount of the TIF Loan minus capitalized interest, city fees, and costs of issuance, all as initially set forth in the closing statement for the TIF Loan and updated based on actual capitalized interest expenditures.

(xiii) "Total Development Costs" means the total Qualified Costs, (which, as of the date of each Lookback Analysis submitted pursuant to clause (c)(i) above prior to the completion of the Public Infrastructure, will be based on actual amounts through such date and estimated amounts set forth in the Profroma Lookback Analysis for costs not yet paid prior to such date, and, with respect to determining Cumulative Excess Profit, will be based on all actual Qualified Costs) less the Public Investment.

(xiv) "Total Proceeds" means the sum of all Net Land Sale Proceeds and Demolition SAC Benefit.

## Article 4
Closing

4.1 Closing. The parties anticipate there will be a simultaneous, master closing involving Developer's initial acquisition of fee simple title to the Developer Lots and the Association Lots and Weidner's initial acquisition of fee simple title to the Weidner Lots and the parties' exchange of Developer Closing Deliveries and the City/Authority Closing Deliveries (and in any event, prior to any reconveyance or transfer of any portion of the Property by Developer to any Secondary Developer or other party) (the "Closing"), which Closing will occur on a date and at a location mutually agreeable to the parties, but no later than **December 20, 2019**.

4.2 Closing Deliveries.

(a) Developer Closing Deliveries. At Closing, Developer (and Weidner, as applicable) shall execute and/or deliver, or cause to be executed and/or delivered, the following items as provided below (collectively, the "Developer Closing Deliveries"):

(i) Plat. The Plat to be recorded in the Recording Office, if not already recorded as of such date.

(ii) Agreements. Developer's (and Weidner's, as applicable) originally executed counterparts to the Disbursing Agreement, Minimum Assessment Agreement (including the Assessor's Certificate described therein), Special Assessment Agreement, the Site Improvement Performance Agreement, and other countersigned agreements required by this Agreement as of Closing, each such agreement (except the Disbursing Agreement) to be recorded in the Recording Office promptly following Closing.

(iii) Housing Declaration(s). Developer's and Weidner's, as applicable, originally executed Housing Declaration(s) to be recorded in the Recording Office promptly following Closing.

(iv) Easement(s). Developer's originally executed counterpart to the Central Stormwater Easement, Civic Plaza Easement, Central Open Space Easement, Ballfield Trail Easement, Woodlawn Easements, and any other countersigned easements required by this Agreement as of Closing, to be recorded in the Recording Office promptly following Closing.

(v) Weidner Joinder. Weidner's originally executed Weidner Joinder.

(vi) Outlot A Deed. Developer's originally executed Outlot A Deed.

(vii) Insurance. Proof of insurance required by this Agreement.

(viii) Developer Affidavit. An affidavit from Developer indicating on the date of Closing that there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Developer; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed, if required the Title Company.

(ix) Authority Costs. Payment of Authority costs then due pursuant to Section 8.8 and the AUAR Agreement.

(x) Closing/Recording Costs. Funds sufficient for payment by Developer at Closing of the recording charges or fees for all documents which are to be placed on record, the fee or charge imposed by any closing agent designated by the Title Company, and any other incidental or related closing costs.

(xi) Organizational Documents. Copies of Developer's formation, governance, and good standing documents, certified by Developer's state of formation and the Minnesota Secretary of State, as applicable, dated no earlier than 30 days prior to the date of Closing.

(xii) Other Documents. Such other documents as shall be required to consummate the Closing contemplated hereby, which are consistent with this Agreement.

(b) City/Authority Closing Deliveries. At Closing, the City and/or the Authority (as applicable) shall execute and/or deliver the following items as provided below (collectively, the "City/Authority Closing Deliveries"):

(i) TIF Note. Subject to the conditions set forth in Section 3.3(a)(iii), the Authority's originally executed TIF Note to Developer or the TIF Lender.

(ii) Agreements. The City's and the Authority's originally executed counterparts to the Disbursing Agreement, Minimum Assessment Agreement, Site Improvement Performance Agreement, and Special Assessment Agreement, and other countersigned agreements required by this Agreement as of Closing, each such agreement (except the Disbursing Agreement) to be recorded in the Recording Office promptly following Closing.

(iii) Easement(s). The City's originally executed counterpart to the Central Stormwater Easement, Civic Plaza Easement, Central Open Space Easement, Ballfield Trail Easement, Woodlawn Easements and any other countersigned easements required by this Agreement as of Closing, to be recorded in the Recording Office promptly following Closing.

(iv) Weidner Joinder. The City's and the Authority's originally executed acknowledgement and agreement to the Weidner Joinder.

(v) Outlot A Use and Maintenance Agreement. The City's originally executed Outlot A Use and Maintenance Agreement.

(vi) Other Documents. Such other documents as shall be required to consummate the Closing contemplated hereby, which are consistent with this Agreement.

4.3 Closing Conditions. The obligations of Developer to proceed to Closing under this Agreement are conditioned upon the City and the Authority's delivery of each of the City/Authority Closing Deliveries at Closing, and there is no uncured Default or Event of Default by the City or the Authority under this Agreement. The obligations of the City and the Authority to proceed to Closing under this Agreement are conditioned upon Developer's delivery of each of Developer Closing Deliveries at Closing, there is no uncured Default or Event of Default by Developer under this Agreement, and there is no pending or threatened legal, administrative, or other action challenging the validity of the Project or the City's or Authority's ability to perform any obligation under this Agreement.

4.4 Closing Costs. Developer shall pay the following costs of Closing: all deed taxes, filing fees, and fees for title insurance commitments, the premium for any title policy for the City, Authority, if any or Developer's owner's policy of title insurance, filing and recording fees, and any costs of the Title Company.

## Article 5
Encumbrance of Property

5.1 Copy of Notice of Default. If the City or the Authority delivers any notice or demand to Developer with respect to any Default or Event of Default, the City and the Authority will also deliver a copy of such notice or demand to Weidner, the Senior Lender and the TIF Lender at address of such party in accordance with Section 14.3; provided however that failure of the City or the Authority to give any such notice shall not limit the City's or the Authority's ability to exercise any of their respective rights and remedies except as specifically provided in the last paragraph of Section 12.6.

5.2 Lender's Option to Cure Events of Default. Upon the occurrence of an Event of Default, either Lender will have the right at its option (but not the obligation), to cure or remedy such Event of Default within the cure periods set forth herein or such other cure period agreed to by the City and Authority in writing. If Senior Lender acquires title to all or a portion of the Property through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of the Property remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of Developer under the terms of this Agreement, but the purchaser at a foreclosure sale or grantee under a deed in lieu of foreclosure shall have no personal liability for a breach of such obligations under this Agreement so long as:

(a) the party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement; and

(b) the party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Project improvements on the portion of the Property it owns.

The purpose of this section is to permit Senior Lender following a foreclosure or a deed in lieu of foreclosure to hold title to all or a portion of the Property it acquires through foreclosure or deed in lieu of foreclosure, without personal liability, until it can sell or otherwise transfer all of such portion of the Property to a third party who will assume the obligations of Developer under the terms of this Agreement and proceed with the development of the Property pursuant to the terms of this Agreement.

5.3 Defaults Under Senior Lender Mortgage. The Senior Lender Collateral Assignment (as defined in Section 11.4) shall provide that if Developer is in default under the Mortgage, the Senior Lender

will within 10 Business Days after it becomes aware of any default for which written notice is provided to Developer (an "Identified Default") will notify the City and the Authority of the Identified Default and the action required to cure the Identified Default. The Senior Lender Collateral Assignment will provide that if, within the time period required by the Mortgage, the City or the Authority cures the Identified Default under the Mortgage, the Mortgagee will not pursue its remedies under the Mortgage based on the Identified Default.

## Article 6
Regulatory Controls

6.1 Zoning and Land Use Approvals. Nothing in this Agreement limits the authority of the City with respect to zoning and land use approvals. Developer and Secondary Developers will be responsible for applying for and obtaining all land use and zoning approvals necessary for the construction of any Element or other Project improvement, including government/agency approvals in addition to the City approvals.

6.2 Building and Construction Permits. Nothing in this Agreement limits the authority of the City with respect to its building and construction permitting process. Developer and Secondary Developers will be responsible for complying with all applicable city codes and construction requirements and shall be responsible for obtaining all building permits prior to construction of any Element or other Project improvements, including government/agency approvals in addition to the City approvals.

## Article 7
Insurance and Indemnification

7.1 Insurance.

(a) Developer shall, at its sole cost and expense, obtain and continuously maintain the minimum insurance coverage set forth below with respect to its operations and completed operations and/or the respective portion of the Project or Property owned by, or within the control of, Developer, as applicable, for so long as (i) it is an Owner of any portion of the Property subject to this Agreement, (ii) any portion of the Property is within the control of Developer, (iii) any Public Infrastructure has not been inspected and accepted by the City, or (iv) any building permit, site plan, or other governmental approval obtained by Developer has not been finally closed. From time to time, at the reasonable request of the City, Developer shall furnish proof to the City that such insurance is in effect. Without limitation to the foregoing, Developer confirms, acknowledges and agrees that each Weidner Lot shall be deemed to be "within the control of Developer" for purposes of this Article 7 until such time as all Public Infrastructure to be constructed within such Lot is completed and conveyed to the City as required herein.

(i) Builder's Risk. By no later than commencement of work on any Site Improvements, Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to 100% of the insurable value of the applicable Site Improvements to be insured measured as of the date of completion of such Site Improvement, and with coverage available in nonreporting form on the so-called "all risk" form of policy. For avoidance of doubt, Developer's will not be obligated to carry Builder's risk insurance on any portion of the Site Improvements which have been inspected and accepted by the City in accordance with the Site Improvement Performance Agreement.

(ii) Comprehensive General Liability. Comprehensive general liability insurance with limits against bodily injury (including death) and property damage of not less than $5,000,000 per occurrence. The following provisions shall apply to the general liability policy, as well as any umbrella policy maintained by Developer to comply with the insurance requirements of this Article:

(A) the coverage must include Commercial Form; Premises/Operations; Contingent Liability; Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists); Products/Completed Operations; Contractual Liability Insurance; Operations of Subcontractors/Independent Contractors (if any part of the work is to be subcontracted); Broad Form Property Damage; Personal Injury; and Cross-Liability Coverage .

(B) defense costs shall be payable in addition to policy limits;

(C) there shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another;

(D) coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability; and

(E) notwithstanding anything to the contrary in this Agreement, Developer shall maintain products/completed operations coverage with a combined single limit of not less than $5,000,000 per occurrence for a period of at least 36 months following final inspection and acceptance by the City or Authority of any work or Project component completed for, or dedicated or conveyed to, respectively, the City or Authority.

(iii) Auto Liability. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 per accident. Commercial automobile liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers.

(iv) Workers Compensation. Workers compensation insurance in compliance with Legal Requirements.

(v) Contractors Pollution Liability. Pollution liability insurance protecting against the sudden or accidental release of any material that may be considered a Hazardous Material at or around the Property as a result of the work performed by Developer or its contractors and subcontractors of any tier with coverage limits of not less than $2,000,000 per occurrence.

(vi) Pollution Legal Liability. If Developer, its contractors, or subcontractors of any tier transport any Hazardous Material or other regulated substances, Developer shall maintain pollution legal liability insurance with coverage limits of not less than $2,000,000 per occurrence.

(vii) Professional Liability. Professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional

services related to this Agreement with coverage limits of not less than $3,000,000 per occurrence.

(b) All insurance policies required to be procured and maintained under this Article shall be written on an occurrence basis, unless only claims-based coverage is available or unless otherwise approved in writing by the City and Authority. All claims-based coverages shall be secured and provide insurance coverage for ten years post-termination of this Agreement.

(c) In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof having the coverage required by this Article, in which event Developer will deposit with Weidner, the City and Authority a certificate or certificates of the respective insurers as to the amount of coverage in force. Any excess or umbrella policies used to meet the minimum limits required under this Article shall be at least as broad as the underlying coverage and shall otherwise follow form.

(d) All insurance required in this Article shall be obtained and continuously maintained during the periods of time required in this Article in responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered by such policies, provided, however, that such insurers shall have a minimum A.M. Best rating of "A-" or better and a financial size category of not less than "X".

(e) Developer shall, or shall cause, each insurer to agree to give Developer, Weidner, City, and Authority 30 days' prior written notice of cancellation or expiration of coverage, or of any other changes that would materially reduce the limits or coverage, of any policy of insurance issued by such insurer. Not less than 15 days prior to the cancellation or expiration of any policy of insurance, Developer must provide Weidner, the City and Authority evidence satisfactory to the each that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, or that there is no longer a requirement for such policy under the terms of this Agreement.

(f) With the exception of worker's compensation / employer's liability and professional liability insurance, all insurance policies required under this Article (including coverage for both ongoing and completed operations) shall name Weidner, the Weidner Indemnified Parties, the City, Authority, and the City Indemnified Parties each as an additional insured or loss payees, as applicable.

(g) All insurance policies required to be procured and maintained by Developer under this Article shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which Weidner, the Weidner Indemnified Parties, the City, Authority, or the City Indemnified Parties may maintain, including any self-insurance or self-insured retention they may have. Any other insurance Weidner, the City, Authority, or the City Indemnified Parties may maintain shall be considered excess insurance only and shall not be called upon to contribute with Developer's insurance.

(h) Developer hereby waives all rights of subrogation against Weidner, the Weidner Indemnified Parties, the City, Authority, and the City Indemnified Parties. Each policy of insurance required of Developer herein shall include a written waiver of subrogation in favor of Weidner, the Weidner Indemnified Parties, the City, Authority, and the City Indemnified Parties.

(i) Notwithstanding anything herein to the contrary, Developer's failure to secure the insurance coverage set forth in this Article, failure to comply with the insurance provisions of this

Article, or failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement, shall in no way relieve Developer from the obligations of this Agreement, and shall constitute a Default.

(j) The minimum insurance requirements of this Article, or any subsequent approval of Developer's insurance by the City or Authority, shall not relieve or decrease the liability of Developer under this Agreement, including the defense and indemnification obligations of Developer set forth in this Agreement.

7.2 Release and Indemnification Covenants by Developer. Developer hereby releases the City, Authority, and their respective body members, officials, officers, servants and employees, agents, contractors, consultants, and legal counsel (collectively, the "City Indemnified Parties"), and Weidner, its affiliates, and each of their respective partners, members, officers, directors, trustees, employees, agents, contractors, consultants and legal counsel (collectively, the "Weidner Indemnified Parties") from, and covenants and agrees that the City, Authority, the City Indemnified Parties, Weidner and the Weidner Indemnified Parties shall not be liable for, and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, Authority, the City Indemnified Parties, Weidner and the Weidner Indemnified Parties from and against, any and all damage to property or injury to or death of any person, loss, cost, fines, charges, damage and expenses, including reasonable attorney's fees, due to claims or demands of any kind whatsoever occurring at, about or in connection with any portion of the Property or any improvements constructed thereon by Developer or any acts or omissions of Developer (including its contractors, subcontractors of any tier, and any party for which the foregoing are responsible) in connection with this Agreement; except (x) to the extent such loss or damage is caused by the willful misrepresentation, negligence, or intentional misconduct of the City, Authority, another City Indemnified Party, Weidner, or another Weidner Indemnified Party; or (y) when and to the extent the City, Authority or another City Indemnified Party has inspected and accepted and/or is responsible for a specific portion of the Site Improvements and such property damage, injury to or death of any person occurs on such portion of the Site Improvements as a result of the acts or omissions of such City, Authority or another City Indemnified Party.

## **Article 8**
## Compliance Requirements

8.1 Employment, Contracting, and Wage Requirements. With respect to the development of the Project, Developer agrees as follows:

(a) Affirmative Action/Equal Opportunity Program. Developer agrees to be bound by and comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 183.04 of the Saint Paul Legislative Code, and Section 86.06 of the Saint Paul Administrative Code, and the Rules Governing Affirmative Requirements in Employment adopted by the Saint Paul Human Rights Commission. 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 as **Exhibit X**.

(b) Labor Standards/Wages. Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 82.07 of the Saint Paul Administrative Code. Developer, its contractors and subcontractors or any tier shall meet the requirements of this subsection by compliance with the requirements set forth in **Exhibit Y** Labor Standards. For every project or portion of a project financed in whole or in part by state funds, the following provisions further apply:

(i) Prevailing Wage. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established, interpreted, and applied by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

(ii) Payrolls/Records. Contractors and subcontractors of any tier shall furnish to Developer copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors of any tier must furnish payrolls to the prime contractor. The City and Authority may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

(iii) Posting of Wage Rates/Required Posters. Each contractor and subcontractor of any tier performing work on a public project shall post the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

(iv) Contact. For more information regarding prevailing wage and its application, contact: the Minnesota Department of Labor and Industry, Prevailing Wage Unit, 443 Lafayette Road North, Saint Paul, MN 55155. Phone: (651) 284-5091, email: dli.prevwage@state.mn.us, Web: www.dli.mn.gov.

(c) Vendor Outreach Program. Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the City's Vendor Outreach Program as required by Chapter 84 of the Saint Paul Administrative Code. Under Chapter 84, as the developer of the Property, the Developer is permitted to be the prime contractor for the Project. In entering into contracts and subcontracts for the Project for professional services and construction services Developer and its contractors and subcontractors of any tier shall meet the requirements set forth in **Exhibit Z**.

(d) LCPtracker/B2Gnow. This Agreement is subject to contract compliance tracking, and Developer, contractors and subcontractors or any tier are required to provide any noted and/or requested contract compliance-related data electronically using the LCPtracker/B2Gnow systems. Developer, contractors, and subcontractors of any tier are responsible for responding by any noted response date or due date to any instructions or request for information and for checking the LCPtracker/B2Gnow systems on a regular basis to manage contact information and contract records. Developer is responsible for ensuring all contractors and subcontractors or any tier have completed all requested items and that their contact information is accurate and up-to-date. The City and Authority may require additional information to be provided electronically through the LCPtracker/B2Gnow systems at any time before, during, or after execution of this Agreement. Information related to contractor/subcontractor access of the LCPtracker/B2Gnow systems will be provided to a designated point of contact with Developer and each identified contractor and subcontractor or any tier upon execution of this Agreement. The LCPtracker/B2Gnow systems are web-based and can be accessed at the City's Internet address.

(e) Two Bid Policy. Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Authority's two bid policy as set forth in **Exhibit AA** (the "Two Bid Policy"). The Developer may be the general or prime contractor for the entire Project; but the Two Bid Policy applies to all other construction contracts and subcontracts. In the event that a Secondary Developer, or an affiliate of a Secondary Developer is a general contractor, then the Secondary Developer will be bound by and to comply with the Two Bid Policy with respect to its subcontractors and will cause its subcontractors of any tier to comply with the Two Bid Policy.

(f) Preconstruction Compliance Conference/Ongoing Meetings.

(i) Initial Conference. Developer and its contractors and subcontractors of any tier shall schedule and attend (with at least 15-days prior notice) a preconstruction compliance conference at a time and place that reasonably works for all to be conducted by the Authority and City 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 Authority or City staff member and forms are distributed for documentation and reporting. Authority and City 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 Authority and City.

(ii) Ongoing Meetings. Subsequent to the initial preconstruction compliance conference, Authority and City staff will schedule regular meetings with Developer and its contractors and subcontractors of any tier to review the compliance reports, discuss any obstacles to reaching 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 Authority and City staff.

(g) Project Labor Agreement. Consistent with the City of Saint Paul policy on the use of project labor agreements (Council File #09-584), as set forth in **Exhibit BB**, Developer agrees that it will, and that it will cause each of its contractors and subcontractors of any tier to, enter into and comply with the terms of a Project Labor Agreement, or multiple Project Labor Agreements, for work to be performed in connection with the Project.

(h) Saint Paul Living Wage Ordinance. If applicable, Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Saint Paul Living Wage and Responsible Public Spending Ordinance codified as Chapter 98 of Saint Paul Administrative Code ("Living Wage Ordinance") and make payment of a living wage to eligible persons covered by the Living Wage Ordinance. The parties have determined that as of the date of this Agreement there is no public assistance to the vertical development of the Property and the Living Wage Ordinance provides an exception for public infrastructure (including the Public Infrastructure); therefore, the Living Wage Ordinance does not currently apply to development of the Property. However, when and if there is a business subsidy for a vertical development, then that specific project will be subject to an independent legal determination as to application of the Living Wage Ordinance.

(i) Contract Documents. Developer shall incorporate in all construction, services, and materials contracts for the Project to which it is a party the requirements of this section and to cause

its contractors and subcontractors of any tier to incorporate the requirements of this section in all subcontracts.

The City and Developer have determined that the construction of the Site Improvements will be treated as a single project for all purposes under this Section 8.1, including, without limitation, the prevailing wages for the Site Improvements will be at labor rates based on heavy highway rates which will be established at commencement of construction of the Public Infrastructure.

8.2 Sustainable Building Policy. Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Sustainable Building Policy as set forth in **Exhibit CC** and the requirements of Chapter 81 of the Saint Paul Administrative Code.

8.3 Signage - Credit, Acknowledgments and Notices, Publicity. If construction signage is used for the Project, Developer shall, prior to the commencement of construction, at its own expense, erect a sign of reasonable size in a prominent position on the Property indicating to the general public the name of the Project and acknowledging the participation of the City and the Authority. The design of any signage shall comply with City code and the sign specifications and the requirements that can be obtained from the City and Authority. Developer shall also give reasonable notice to the City and Authority of groundbreaking, opening ceremonies and like events so the City and Authority may obtain publicity of and participation in such events. Developer agrees to assist and cooperate in and with such publicity and participation, including authorizing the City's and the Authority's use of Developer's brands, logos and trade dress as reasonably necessary to identify the Project and Developer. Developer further agrees that the City and Authority shall also have the right to issue press releases concerning the Project. If PSIG funds are received by the City for the Project, Developer will further display a sign with the Clean Water Legacy logo at the Project site identifying that the applicable portion of the Project was built with assistance from the Clean Water, Land, & Legacy Amendment.

8.4 Compliance with Environmental Requirements; Environmental Remediation.

(a) Developer shall comply with all applicable environmental Legal Requirements and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(b) The City and Authority make no representations or warranties regarding, nor does it indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Property or anywhere within the Redevelopment TIF District of any Hazardous Materials, toxic or hazardous substances or wastes, pollutants or contaminants (including 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, 42 U.S.C. §§ 961-9657, as amended).

(c) Neither the City nor the Authority shall have any responsibility or obligation to undertake or pay for any environmental cleanup or remediation on the Property. Developer is and shall be solely responsible to undertake and pay for any cleanup or remediation of Hazardous Materials of any kind on the Property in accordance with Legal Requirements, and such cleanup or remediation costs shall not be considered eligible for Public Investment under this Agreement.

8.5 Construction Bonds. Notwithstanding Minn. Stat. § 462.358, Developer will at its sole cost procure and maintain the following until final completion and acceptance by the City of the Public Infrastructure:

(a) Performance Bond. A performance bond in the sum of the total, aggregate cost of the Public Infrastructure work for the use and benefit of the City and Authority as dual obligees to complete the Public Infrastructure work and to save the City and Authority harmless from all costs and charges that may accrue on account of completing the Public Infrastructure work; and

(b) Payment Bond. A payment bond in the sum of the total, aggregate cost of the Public Infrastructure work for the use and benefit of all persons furnishing labor or materials in connection with the Public Infrastructure work, conditioned for the payment, as they become due, of all just claims for such labor and materials.

8.6 Liens. Developer shall not permit any mechanic's lien to be filed against public property arising out of any work or materials performed or provided by or on behalf of Developer. If any such lien is filed, Developer shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the City and Authority a bond or other security for such lien reasonably satisfactory to the City and Authority.

8.7 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 goals for job creation, wages and benefits to be achieved within two years of 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. A report is due to the City annually on the anniversary date of the loan or grant agreement, or as may otherwise be needed by the City in order to comply with statutory requirements. The City, the Authority, and Developer 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 the Minnesota Business Subsidy Act, Minnesota Statutes, Section 116J.993, subd. 3(17) because the Ramsey County Assessor's 2019 estimated market value of the Property is $40,000,000 and Developer's investment in the purchase of the Property is in excess of 70% of that amount.

8.8 Developer Payment of City and Authority Fees and Expenses. Developer will pay all reasonable out of pocket fees and expenses of the City and Authority incurred in connection with the preparation of this Agreement and Exhibits, including the reasonable fees and expenses of the City's and Authority's legal counsel, Kennedy & Graven, Chartered.

8.9 Books and Records. Developer will establish and maintain accurate and complete books, accounts, and records pertaining to the design, engineering, development, and construction of the Site Improvements in a manner that is consistent with normally accepted accounting practices and is supported by source documentation. Developer shall retain all such books, accounts, and records (specifically including proof of insurance and proof of payment of insurance premiums) for a period of six years from the date of this Agreement or six years from the date that the Project is completed, whichever is later. The City and Authority and their representatives, will have the right, but not the obligation, at all reasonable times to inspect, examine and copy all books and records of Developer relating to the Site Improvements and to inspect all work done, labor performed, and material furnished with respect to the Site Improvements. Nothing in this section shall limit the obligations of Developer or and Secondary Developer with respect to

the preparation, maintenance and furnishing of any records required under the obligations set forth in Section 8.1 of this Agreement.

## Article 9
Affordable Housing Requirements

9.1 General Affordable Housing Requirements; Affordable Housing Schedule.

(a) Unit Mix. In accordance with the Master Plan, the Vertical Development must include certain Affordable Units, which Affordable Units must in the aggregate consist of at least 20% of the Housing Units developed on the Property subject to the following affordability requirements: (i) 5% of the aggregate Housing Units to be affordable to households earning 60% or less of AMI; (ii) 5% of the aggregate Housing Units to be affordable to households earning 50% or less of AMI; and (iii) 10% of the aggregate Housing Units to be affordable to households earning 30% or less of AMI (collectively, the "Affordable Housing Requirements"). The number of Affordable Units to be developed on the Property to fulfill the Affordable Housing Requirements is currently anticipated to be **763**. Based on the anticipated **763** Affordable Units, the mix of Affordable Units under the Affordable Housing Requirements is anticipated to include the following:

(i) Approximately **31** Affordable Units located within Market Rate Rental Elements leased at rates which are considered affordable, in accordance with standards established by HUD, to households earning 60% AMI or less.

(ii) Approximately **380** Affordable Units located within Affordable Rental Elements leased at rates which are considered affordable, in accordance with standards established by HUD, to households earning 30% AMI or less.

(iii) Approximately **156** Affordable Units located within Affordable Rental Elements leased at rates which are considered affordable, in accordance with standards established by HUD, to households earning 60% AMI or less.

(iv) Approximately **190** Affordable Units located within Affordable Rental Elements leased at rates which are considered affordable, in accordance with standards established by HUD, to households earning 50% AMI or less.

(v) No less than **six** For-Sale Housing Units to be occupied by and sold at prices which are considered affordable (in accordance with standards established by HUD) to individuals or households earning 60% AMI or less (the "Owner-Occupied Affordable Units").

(b) Affordable Housing Schedule. Attached to this Agreement as **Exhibit EE** is a summary of each of the projected Affordable Units (the "Affordable Housing Schedule"), which Affordable Housing Schedule includes a summary description of the projected plan for construction and development of the Affordable Units, including (i) the projected location of the Affordable Units, including what Affordable Units will be incorporated into an Affordable Rental Element, into a Market Rate Rental Element, or as a Owner-Occupied Affordable Unit (defined above), (ii) the projected timeframe of development of the Affordable Units, (iii) the projected number of Affordable Units and total number of Affordable Units projected to be a part of each such Element of Vertical Development, (iv) the projected gross land area of the Lot on which each Affordable Rental Element is to be located, (v) the income standards applicable to each such Affordable Unit,

(vi) the duration of the Affordable Housing Requirements with respect to such Affordable Unit, which shall be not less than 30 years as set forth in the applicable Housing Declaration, and (vii) the agreed upon sale price for each Lot on which each Affordable Rental Element is to be located (or per square foot sale price if the Lot is not yet subdivided).

(c) Modifications of Development Plan or Affordable Housing Schedule. At any time, Developer may request the City's and the Authority's consideration of approval of a modification to the Development Plan and/or the Affordable Housing Schedule which modification may change the timing and order of development of the Affordable Units, the location of the Affordable Units and/or the quantity or mix of Affordable Units within the proposed Affordable Rental Element(s) and/or Market Rate Rental Element(s) set forth on the Affordable Housing Schedule (each an "Affordable Housing Modification"). The City and the Authority shall review and approve an Affordable Housing Modification request provided that the general location, distribution (including geographically, number of units and by applicable Affordable Unit AMI and rent restriction), duration of affordability restrictions and gross land area of the Affordable Housing Units remains substantially consistent with the then-approved Development Plan and Affordable Housing Schedule. Upon approval by the City and the Authority of an Affordable Housing Modification, Developer will promptly prepare and execute such declarations, amendments, releases, and other agreements as the City and Authority may reasonably require to document and confirm such approved Affordable Housing Modification, including amending this Agreement to incorporate the updated Development Plan and Affordable Housing Schedule, amendments to existing Housing Declaration(s), and entering into a new Housing Declaration if such updated Development Plan or Affordable Housing Schedule incorporates a new Block.

(d) Additional Affordable Units. If there is a change in the Development Plan which causes the total number of Housing Units in the Project to exceed **3,807**, then, in accordance with the Affordable Housing Requirements, additional Affordable Units must be included in the Project in amount equal to no less than 20% of such additional Housing Units. All such additional Affordable Units may be leased or held for sale to households earning 60% AMI or less. Developer shall propose an Affordable Housing Modification to account for such additional Affordable Units to be approved by the Authority, such approval not to be unreasonably denied, conditioned, or delayed.

(e) Sales Price Limitation. Developer's base sale price for each Lot on which an Affordable Rental Element is to be constructed is as set forth on the Affordable Housing Schedule. Each such base sale price may only be increased by Developer's direct carrying costs for property taxes, special assessments, insurance costs, and reasonable property maintenance costs. Developer represents that the base sale prices set forth on the Affordable Housing Schedule do not include a return on capital for Developer's basis in such Lots. Developer and Weidner represent to the City and the Authority that they are parties to one or more option agreements pursuant to which Weidner is obligated to convey to Developer certain subdivided portions of the initial Weidner Lots that are Mixed Housing Blocks for subsequent conveyance by Developer to one or more Secondary Developers for purposes of constructing Affordable Rental Elements, and such subsequent conveyances will be subject to the base sale price restrictions of this subsection (e).

9.2 Affordable Housing Requirements for Market Rate Rental Elements .

(a) Number of Affordable Units. Within each Market Rate Rental Element, which Elements will not be eligible for any public finance assistance, at least one percent of the Housing Units within each such Market Rate Rental Element must be Affordable Units leased at rates which

are considered affordable, in accordance with standards established by HUD, to households earning 60% AMI or less, and such one percent requirement will be calculated as follows:

(i) A Market Rate Rental Element consisting of 0-100 dwelling units, must include at least one Affordable Unit.

(ii) A Market Rate Rental Element consisting of 101-199 dwelling units, must include at least two Affordable Units.

(iii) A Market Rate Rental Element consisting of 200-299 dwelling units, must include at least three Affordable Units.

(iv) A Market Rate Rental Element consisting of 300-399 dwelling units, must include at least four Affordable Units.

(b) Market Rate Rental Element Declarations. At Closing, Developer shall cause an affordable housing declaration in substantially the form attached to this Agreement as **Exhibit DD** (each a "Housing Declaration (Market Rate)"), to be recorded against each of the Lots within the Market Rate Housing Blocks. Each such Housing Declaration (Market Rate) will require that (i) the corresponding Market Rate Rental Element include one or more Affordable Units in accordance with the affordability standard set forth in Section 9.1(a) and (ii) if the Owner of the Market Rate Rental Element fails to comply with the Housing Declaration, such Owner will be subject to liquidated damages in an amount equal to two-times the annual market rent for a comparable unit within the applicable Market Rate Rental Element, payable to the Authority.

9.3 Affordable Housing Requirements for Affordable Rental Elements.

(a) Affordable Rental Element Declarations.

(i) Affordable Housing Blocks. At Closing, Developer shall cause an affordable housing declaration in substantially the form attached to this Agreement as **Exhibit FF** (each a "Housing Declaration (Affordable)", to be recorded against each of the Lots within the Affordable Housing Blocks. Each such Housing Declaration (Affordable) will require that the corresponding Affordable Rental Element be constructed on a Lot within such Affordable Housing Block and will set forth the requirements for such Affordable Rental Element materially consistent with the Affordable Housing Schedule, as modified.

(ii) Mixed Housing Blocks. At Closing, Developer shall cause both a Housing Declaration (Affordable) and a Housing Declaration (Market Rate) to be recorded against each of the Lots within the Mixed Housing Blocks (except Block 1, which is addressed in the last sentence of this clause (ii)). Each Housing Declaration will include a provision by which (A) that portion of the Mixed Housing Block which is replatted for a Market Rate Rental Element will be released from the applicable Housing Declaration (Affordable) by no later than the date the final Element City Approval is granted for such Market Rate Rental Element and (B) that portion of the Mixed Housing Block which is replatted for an Affordable Rental Element will be released from the applicable Housing Declaration (Market Rate) by no later than the date the final Element City Approval is granted for such Affordable Rental Element; provided, however, that in connection with any process of releasing either such Housing Declaration, the resulting Elements must be consistent with the applicable requirement set forth in the Affordable Housing Schedule or Developer must

obtain a modification to the Affordable Housing Schedule in accordance with Section 9.1(c). The Housing Declaration for Block 1 will include a provision by which that portion of the Block 1 which is replatted for a Commercial Element will be released from such Housing Declaration by no later than the date the final Element City Approval is granted for such Commercial Element.

(b) Public Investment in Affordable Rental Elements.

(i) The Developer currently estimates that the Affordable Housing Requirements will cause a Project financing gap (the "Affordable Housing Gap") which will require future public assistance to ensure timely completion of the Affordable Housing Requirements. Developer and Secondary Developers must seek and use commercially reasonable to cover the Affordable Housing Gap with customary sources of affordable housing financing other than tax increment financing (e.g., LIHTC, HUD 202, etc.). But, even then, after taking into account other customary sources of affordable housing financing, Developer currently anticipates a significant Affordable Housing Gap. To address a portion of any remaining Affordable Housing Gap applicable to any future Affordable Rental Element, the parties anticipate that one or more Secondary Developers may request public assistance for the applicable Affordable Rental Element which may include a request for tax increment financing. The City or the Authority cannot represent or bind future City Councils or Authority Boards as to whether tax increment financing will be available. Furthermore, in the event of such a request, the City or Authority does not intend to finance, and the Developer and Secondary Developers cannot expect financing from the City or the Authority for, infrastructure-related costs paid for or reimbursed from Public Investment funding sources per the Sources and Uses Budget. Therefore, in determining any Affordable Housing Gap for any Affordable Rental Element for which the City or Authority considers providing financial assistance, the City and Authority will deem the purchase price of land for such Affordable Rental Element to be an amount equal to the sale price determined pursuant to Section 9.1(e) less a Proportionate Share of the Public Investment. If public assistance from the City or the Authority is requested, notwithstanding anything to the contrary in this Agreement, the City reserves the right to impose appropriate conditions for such public assistance from the City or the Authority consistent with the conditions of Article 8, including the Two-Bid Policy for the general contractor selection to ensure competitive, market-based construction pricing. If one or more requests for tax increment financing in support of one or more future Affordable Rental Elements is approved, then the City and the Authority may choose to pledge Tax Increment from the Redevelopment TIF District or create one or more separate housing TIF districts established in accordance with the TIF Act (each a "Housing TIF District"), in either case, to provide reimbursement for certain qualified costs of such Affordable Rental Elements. Until so incorporated into to a Housing TIF District, the Lots which may be included in one or more future Housing TIF Districts will remain in the Redevelopment TIF District; provided, however, that no Lot may be removed from the Redevelopment TIF District, except in accordance with the terms and conditions of the Minimum Assessment Agreement.

(ii) In accordance with the Minimum Assessment Agreement, the City and Authority may select certain Lots to be removed from the Redevelopment TIF District and incorporated into a new Housing TIF District, and the Owners (including any Secondary Developer) of such Lots shall execute a replacement minimum assessment agreement substantially in the form attached as Exhibit D to the Minimum Assessment Agreement.

(iii) To enable the City and the Authority sufficient time to establish a Housing TIF District, a Secondary Developer seeking TIF Assistance in its Affordable Rental Element will be required to provide the City and the Authority written notice 180-days before submission of any application for the Element City Approval for such Affordable Rental Element. Further, each Secondary Developer of an Element of Vertical Development must provide the City and the Authority written notice at the time of submission of an application for site plan approval which notice must be given at least 120 days prior to the issuance of a building permit and which notice may be in substantially in the form of the notice letter attached as **Exhibit GG**.

(iv) The City, Authority and Developer acknowledge that the delivery of Affordable Rental Elements is dependent upon one or more Secondary Developers receiving funding through various funding sources that will be arranged by one or more Secondary Developers.

9.4 Affordable Housing Requirements for Owner-Occupied Affordable Units.

(a) For Sale Housing Declaration. Developer anticipates that the Owner-Occupied Affordable Units will be delivered as six row home-style Housing Units within that portion of the Property to be platted as Block 26 as depicted on the Plat. At Closing, Developer shall cause an affordable housing declaration in substantially the form attached to this Agreement as **Exhibit HH** (the "Housing Declaration (Owner-Occupied)") to be recorded against such Block. If Developer or a Secondary Developer causes the Owner-Occupied Affordable Units to be delivered on other Lot or Lots, then the City and Authority will release the Housing Declaration (For Sale) from Block 26 and Developer shall cause a Housing Declaration (For Sale) to be recorded against each of such replacement Lots and shall amend the Affordable Housing Schedule.

(b) Delivery Deadline for Owner-Occupied Affordable Units. One or more Secondary Developers must obtain a certificate of occupancy from the City for each of the Owner-Occupied Affordable Units by no later than the 10th anniversary of the date mass grading for the Project commences at the Property ("Owner-Occupied Affordable Delivery Deadline"). Owner-Occupied Affordable Units will not be eligible for any public finance assistance to cover the portion of the Affordable Housing Gap applicable to such Owner-Occupied Affordable Units. For each Owner-Occupied Affordable Unit which has not received a certificate of occupancy from the City by the Owner-Occupied Affordable Delivery Deadline, Developer shall contribute **$100,000** to the Authority's affordable housing trust fund, and such contributions shall be the City's and the Authority's sole remedy for Developer's failure to substantially complete the Owner-Occupied Affordable Units by the Owner-Occupied Affordable Delivery Deadline. No Assignment and Assumption of Secondary Developer Obligations will release Developer from this obligation.

## Article 10
Other Developer Covenants and Conditions

10.1 Annual Project Reporting.

(a) Annual Public Infrastructure Projection. At least once per calendar year, but no later than **September 1st** of each calendar year, and continuing until Developer substantially completes all Public Infrastructure, Developer shall deliver to the City and the Authority a projection of the Public Infrastructure to be designed, engineered, installed, and constructed by Developer for the following calendar year and the amounts, sources, and schedule of Public

Investment anticipated to be required for such calendar year (each an "Annual Public Infrastructure Projection").

(b) Updated Development Plan. At least once per calendar year, but no later than September 1st of each calendar year, and continuing until the Property has been fully redeveloped, Developer shall deliver to the City and Authority a current Development Plan, as the same may be updated from time to time in accordance with this Agreement including Section 2.1(d)(iii).

(c) Updated Infrastructure Sources and Uses Cash Flow. At least once per calendar year, but no later than September 1st of each calendar year, and continuing until Developer substantially completes all Public Infrastructure, Developer shall deliver to the City and Authority an updated Infrastructure Sources and Uses Cash Flow, including the amount of Public Investment funds anticipated to be required for such phase (in accordance with the Sources and Uses Budget) and the anticipated date that Developer will request reimbursement from such Public Investment funds for Qualified Costs.

(d) Affordable Housing Progress Report. As of March 1 of each calendar year during the Term of this Agreement, at the same time as Developer submits the updated Lookback Analysis in accordance with Section 3.7(c), Developer shall submit to the City and the Authority an affordable housing progress report describing the Affordable Units delivered to date, the AMI of the delivered Affordable Units, and any additional information regarding the Affordable Units reasonably requested by the City or the Authority.

10.2 Maintenance and Operation. Developer will at all times during the term of this Agreement, maintain and operate the portions of the Property for which Developer is responsible pursuant to this Agreement, pursuant to any site plan approval or permit, or otherwise as an Owner of a Lot, in a safe and secure way and in compliance with this Agreement and all applicable Legal Requirements. Developer shall pay all of the reasonable and necessary expenses of the operation and maintenance of the portions of the Property for which Developer is so responsible, including all premiums for insurance insuring against loss or damage thereto and insurance as required pursuant to this Agreement.

10.3 Casualty. In the case of any damage to or destruction of any Site Improvements or any portion thereof which Developer is responsible for (specifically excluding Public Infrastructure which has been accepted by the City), in any case resulting from fire or other casualty, Developer shall promptly repair, reconstruct and restore those portions of the Site Improvements which it owns to substantially the same or an improved condition or value as existed before the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the net proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, unless Developer is prohibited from doing so under the terms of any loan financing the Site Improvements. Developer's obligations under this section shall terminate upon the substantial completion of all the Public Infrastructure and the Public Open Spaces.

10.4 Condemnation. If title to and/or possession of the Property owned by Developer or any material part thereof, is threatened with a taking through the exercise of the power of eminent domain, Developer shall notify the City and the Authority of the threatened taking with reasonable promptness. Developer shall cooperate with the City and the Authority if the City or the Authority elects to assert any interests either may have in the Property, or in any portion thereof, in any condemnation action undertaken against the Property.

## Article 11
Transfer Limitations

11.1 Representation as to Development. Developer represents to the City and Authority that its purchase of the Property, and its other undertakings under this Agreement, are for the purpose of developing the Project, including selling Lots to Secondary Developers for the construction of the private Vertical Development; and not for the purpose of speculation in land holding. Developer acknowledges that, in view of the importance of the development of the Property to the general welfare of the City and the Authority, and the substantial financing and other public aids that have been made available by the City and the Authority for the purpose of making such development possible, the qualifications and identity of Developer are of particular concern to the City and the Authority. Developer further acknowledges that the City and the Authority is willing to enter into this Agreement with Developer because of the qualifications and identity of Developer.

11.2 Limitations on Transfer; Permitted Transfers. Developer will not Transfer any of Developer's right, title, and interest in and to the Property, this Agreement or the TIF Note without the express written approval of the City and the Authority, provided the City and Authority hereby consent to any of the following Transfers (each a "Permitted Transfer"):

(a) Transfers of Lots to Secondary Developers in accordance with Section 2.3

(b) Transfer of Secondary Developer Obligations to Secondary Developers.

(c) The granting of a mortgage on all or part of the Developer Lots and/or the Association Lots to the Senior Lender.

(d) A Transfer to a Lender pursuant to Section 11.4.

(e) A Transfer of the Developer Lots and/or the Association Lots to the Senior Lender or a subsequent purchaser as a result of a foreclosure of the Mortgage or a deed in lieu of foreclosure

(f) Leases to commercial tenants of any Element in the ordinary course of business.

(g) Admissions and/or removals of members or transfers of membership or partnership interests in Developer in accordance with its applicable organizational documents which does not result in a change in Legal Control of Developer.

(h) Transfers of the Agreement and/or TIF Note to a Related Party, provided Developer satisfies the following conditions:

(i) Developer provides the City and Authority notice of such Transfer.

(ii) Developer provides the City and Authority a copy of each of the following instruments executed by Developer and/or such Related Party, as applicable:

(A) An agreement pursuant to which Developer assigns, and such Related Party assumes, all rights and obligations of Developer under this Agreement, and/or

(B) With respect to any proposed transfer of the TIF Note, the Acknowledgment Regarding Note in the form included as an exhibit to the TIF Note.

(iii) If applicable, Developer surrenders the TIF Note to the Authority 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 Authority.

11.3 Conditions to Non-Permitted Transfer. Except for any Permitted Transfer, the City and the Authority shall be entitled to require, as conditions to any approval of any Transfer in and to this Agreement that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City and Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer.

(ii) Any proposed transferee shall execute an agreement pursuant to which Developer assigns, and such transferee assumes, all rights and obligations of Developer under this Agreement.

(iii) There shall be submitted to the City and Authority for review all instruments and other legal documents involved in effecting transfer, and if approved by the City and Authority, their approval shall be indicated to Developer in writing.

(iv) Any proposed transferee of the TIF Note shall (A) execute and deliver to the Authority an Acknowledgment Regarding Note in the form included as an exhibit to the TIF Note and (B) surrender the TIF Note to the Authority 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 Authority;

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

(vi) In the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve Developer or any other party bound in any way by this Agreement.

11.4 Lender Assignments.

(a) Developer may collaterally assign Developer's rights and obligations under this Agreement to the Senior Lender, provided that the City and Authority receive a copy of a collateral assignment of Redevelopment Agreement substantially in the form attached to this Agreement as **Exhibit II** executed by Developer, the City, the Authority, and Senior Lender (the "Senior Lender Collateral Assignment").

(b) Developer may directly or collaterally assign the TIF Note to the TIF Lender, provided that the Authority receives a copy of (i) an Acknowledgment Regarding TIF Note executed by the TIF Lender and (ii) an Assignment of Tax Increment Note substantially in the form attached to this Agreement as **Exhibit JJ** executed by Developer and TIF Lender with an applicable form of consent executed by the City and the Authority.

Notwithstanding anything in this Agreement to the contrary, the City and the Authority hereby acknowledge and agree that no Lender, or its successors and assigns, will have any obligations under this Agreement as assignee of Developer's rights under this Agreement and/or the TIF Note.

Subject to the terms and conditions of this Article 11, the holder of the TIF Note may be different than the owner of the Property or the party responsible for the obligations of Developer under the Redevelopment Agreement, provided, however, that such holder will be subject to all limitations and conditions to payments under the TIF Note set forth herein.

## Article 12
Public Investment Condition; Events of Default and Remedies;

12.1 Public Investment Condition. Notwithstanding any provision in this Agreement to the contrary, the City and the Authority providing the Public Investment in the not to exceed amount of Approved Public Investment Sum (including any Approved Costs Increases) and in response to undisputed requests for periodic disbursement is a condition precedent to Developer's commencement and continued performance of its obligations under this Agreement (the "Public Investment Condition"). If any aspect of the Public Investment Condition is not satisfied by the City and/or the Authority by the date any such funds are required under this Agreement or otherwise in accordance with the Sources and Uses Budget, then Developer shall be entitled to suspend its performance under this Agreement without being deemed to be in Default until such time as such aspect of the Public Investment Condition is satisfied, and if the City or the Authority fails to cause such aspect of the Public Investment Condition to be satisfied by no later than the date which is 90 days following Developer providing written notice to Senior Lender, the City and the Authority of such failure, and such failure is not due to any Unavoidable Delay or a Default by Developer, then, subject to the prior written consent of the Senior Lender and the TIF Lender, Developer shall be entitled to terminate this Agreement, subject further to the survival provisions of Section 14.19, and, upon payment in full of any City TIF Bonds, the Minimum Assessment Agreement (and the City and the Authority shall take all required actions to terminate the Minimum Assessment Agreement in accordance with the TIF Act and applicable Legal Requirements) at any time before such unsatisfied Public Investment Condition is satisfied (the "Public Investment Termination Right"), to be exercised by Developer providing further written notice to the City and the Authority of Developer's election to exercise the Public Investment Termination Right.

12.2 Events of Default Defined. Subject to applicable Cure Rights, the following shall be "Events of 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 events:

12.3 Developer Events of Default. The following shall be Events of Default for Developer:

(a) Subject to Unavoidable Delay and Cure Rights, failure by Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure from the City or the Authority.

(b) If, during the term of this Agreement, 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) make an assignment for the benefit of its creditors; or (iii) become insolvent or adjudicated a bankrupt; or if a petition or answer proposing the adjudication of 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 90 days after the filing thereof; or a receiver, trustee or liquidator of Developer, or of the Project improvements, or part thereof, shall be appointed in any proceeding brought against Developer, and shall not be discharged within 90 days after such appointed, or if Developer shall consent to or acquiesce in such appointment.

Any default by (a) a Secondary Developer of any of its Secondary Developer Obligations is not a Default by Developer under this Agreement, (b) a Ryan Secondary Developer shall not be a Default by Developer under this Agreement, to the extent such Ryan Secondary Developer has executed an applicable Assignment and Assumption of Secondary Developer Obligations, but shall entitle the City or the Authority to exercise any rights or remedies against Parent as specifically set forth in Section 15.3.

12.4 City and Authority Events of Default. The following shall be Events of Default for the City and the Authority:

(a) Subject to Cure Rights and Unavoidable Delays, the failure of the City or the Authority to timely pay or disburse Public Investment funds or other monetary obligations under this Agreement in accordance with this Agreement, and the continuation of such failure for a period of 10 Business Days after written notice of such failure from Developer.

(b) Subject to Cure Rights and Unavoidable Delays, the failure of the City or the Authority to observe or perform any other covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure from Developer shall be an Event of Default for the City or the Authority.

12.5 Cure Rights. If a Default occurs under Section 12.3(a) or under Section 12.4(b) which reasonably requires more than 30 days to cure, such Default shall not constitute an Event of Default, provided that the curing of the Default is promptly commenced upon receipt by the defaulting party of the written notice of the Default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that the defaulting party keeps the non-defaulting party well informed at all times of its progress in curing the Default; provided, however, in no event shall such additional cure period extend beyond **120 days** unless by written agreement subscribed by each party.

12.6 City and Authority Remedies on Default. Subject to Sections 5.1, 5.2 and 12.5, whenever any Event of Default occurs by Developer, the City and the Authority may take any one or more of the following actions:

(a) Suspend performance under this Agreement and the TIF Note until (i) Developer (or either Lender) has cured the Default which gave rise to the Event of Default or such Default or Event of Default is subsequently waived in writing by the City and the Authority or (ii) the City and the Authority receive assurances from Developer or either Lender, deemed adequate by the City and the Authority, that Developer or either Lender will cure the Event of 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) Terminate this Agreement, but the Authority may not terminate the TIF Note once issued as a result of a Developer Event of Default.

(c) (i) Terminate the TIF Note but only if Developer fails to incur and pay any TIF Qualified Costs by January 1, 2026 or (ii) reduce the principal amount of the TIF Note to the extent of and in the amount of any portion of the principal amount thereof which is not Advanced as evidenced by an Advance Certificate due to a failure of Developer incur and pay, prior to January 1, 2026, TIF Qualified Costs in accordance with Section 3.3(a)(iv).

(d) 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 Developer under this Agreement.

Notwithstanding the foregoing, until the TIF Loan is indefeasibly paid in full and the TIF Lender has no further obligation to make advances of TIF Loan proceeds available to the Developer, the Authority shall not suspend payments under the TIF Note under clause (a) above unless TIF Lender shall have been provided written notice of such occurrence and a ninety (90) day period in which to cure such Event of Default.

12.7 Limited Remedies on Default; Waiver of Consequential Damages. Whenever any unremedied Event of Default of the City or the Authority occurs, in addition to the Public Investment Termination Right, Developer's sole other legal and equitable remedy is an action to compel performance by the City or Authority, as applicable. Neither the Developer nor any Secondary Developer has or shall have any right to assert any claim for monetary or other compensatory damages against the City or Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages.

12.8 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, or Authority is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, 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. In order to entitle the City, or Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article 12.

12.9 Reimbursement of Attorneys' Fees. If Developer shall default under any of the provisions of this Agreement, and the City or Authority shall employ attorneys or incur other reasonable expenses for the enforcement of performance or observance of any obligation or agreement of Developer contained in this Agreement, the City and Authority in such action or enforcement shall be entitled to payment of its reasonable attorneys' fees and costs incurred therein.

12.10 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, however, that nothing in this Agreement shall prevent a party from taking any action necessary to preserve claims or defenses from expiration or termination under applicable statutes of limitations or other applicable time limits. 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

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.

## Article 13
Representations and Warranties

13.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a Minnesota municipal corporation and a home rule charter city and has the power to enter into this Agreement and carry out its obligations hereunder. The City has duly authorized the execution, delivery, and performance of this Agreement.

(b) The City is authorized by law to provide public assistance to Developer in accordance with the provisions of this Agreement.

(c) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(d) No member of the City Council or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009.

(e) Subject to Section 7.2, The City will reasonably cooperate with Developer with respect to any litigation commenced by third parties with respect to the Project.

13.2 Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a public body, corporate and politic and a governmental subdivision of the State, duly organized and existing under State law and the Authority has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The Authority have taken all necessary actions to create and establish the Redevelopment TIF District as of the Effective Date. The Redevelopment TIF District, which as of the date hereof encompasses the entire Property and has been created and established as a "redevelopment" district under the TIF Act.

(c) The Authority has taken all action necessary to approve this Agreement and to authorize the execution and delivery of this Agreement, the TIF Note and any other documents or instruments required to be executed and delivered by the Authority pursuant to this Agreement.

(d) The execution, delivery and performance of this Agreement, the TIF Note and any other documents or instruments required pursuant to this Agreement by the Authority does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not, conflict with or constitute on the part of the Authority a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a

party or by which the Authority or any of its property is or may be bound, or (ii) legislative act, constitution or other proceeding establishing or relating to the establishment of the Authority or its officers or its resolutions.

(e) There is not pending, nor to the best of the Authority's knowledge is there threatened, any suit, action or proceeding against the Authority before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the Authority to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(f) No member of the board of the Authority or officer of the Authority, has either a direct or indirect financial interest in this Agreement, nor will any member of the board of the Authority or officer of the Authority, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009.

(g) Subject to Section 7.2, The Authority will reasonably cooperate with Developer with respect to any litigation commenced by third parties with respect to the Development.

13.3 Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a limited liability company organized and in good standing under the laws of the state of Delaware, is not in violation of any provisions of its operating agreement, or other organizational documents, or the laws of the State, is registered to do business in the State of Minnesota, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its members.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of Developer's organizational documents, any restriction or any agreement, or instrument to which Developer is now a party or by which it is bound or to which any property of Developer is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or Federal regulatory body having jurisdiction over Developer or its properties, including its interest in the Property, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which Developer is a party or by which it is bound.

(c) To the best of Developer's knowledge and belief, the execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes, Section 469.009, as amended.

(d) Developer would not acquire the Developer Lots and the Association Lots and construct the Public Infrastructure, but for the execution of this Agreement and the tax increment and financial assistance made available hereunder.

(e) Developer will reasonably cooperate with the City and the Authority with respect to any litigation commenced by third parties with respect to the Project.

(f) There are no pending or threatened legal proceedings, of which Developer has notice, contemplating the liquidation or dissolution of Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of Developer to execute and deliver this Agreement or the validity of this Agreement.

(g) Developer has not received any notice from any local, state, or federal official that the activities of Developer or the Authority with respect to the Property may or will be in violation of any environmental law or regulation. Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

(h) Developer reasonably expects that it will be able to obtain private financing in an amount sufficient, together with funds provided by the City, Authority and any other public agencies, to enable Developer to successfully complete the acquisition of the Property and construction of the Site Improvements.

## Article 14
Additional Provisions

14.1 Conflicts of Interest. No official or employee of the City or the Authority shall have any financial interest, direct or indirect, in this Agreement, the 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 the 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.

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

14.3 Notices and Demands. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to the City:
City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

| | |
|---|---|
| With a copy to: | City of Saint Paul (OFS)<br>700 City Hall and Courthouse<br>15 Kellogg Boulevard West<br>Saint Paul, MN 55102<br>Attn: Finance Director |
| With a copy to: | Office of the City Attorney (CAO)<br>400 City Hall<br>15 West Kellogg Boulevard<br>Saint Paul, MN 55102<br>Attn: City Attorney |
| If to the Authority: | Housing and Redevelopment Authority<br>of the City of Saint Paul, Minnesota (HRA)<br>1300 City Hall Annex<br>25 West Fourth Street<br>Saint Paul, MN 55102<br><br>Attn: Executive Director |
| With a copy to: | Office of the City Attorney (CAO)<br>400 City Hall<br>15 West Kellogg Boulevard<br>Saint Paul, MN 55102<br>Attn: HRA Attorney |
| If to Developer: | c/o Ryan Companies US, Inc.<br>533 South Third Street, Suite 100<br>Minneapolis, MN 55415<br>Attn: Tony Barranco |
| With a copy to: | c/o Ryan Companies US, Inc.<br>533 South Third Street, Suite 100<br>Minneapolis, MN 55415<br>Attn: Audra Williams<br><br>Dorsey & Whitney LLP<br>50 South Sixth Street, Suite 1500<br>Minneapolis, MN 55402<br>Attn: Jay R. Lindgren |
| If to Weidner: | MN Ford Site Apartment Land LLC<br>9757 NE Juanita Drive, Suite 300<br>Kirkland, WA 98034<br>Attn: Kevin Colard |
| With a copy to: | Stoel Rives LLP<br>600 University St., Suite 3600<br>Seattle, WA 98101<br>Attn: John S. Santa Lucia |
| If to Senior Lender: | Wells Fargo Bank, National Association<br>90 South Seventh Street, 18th Fl. |

| | |
|---|---|
| | MAC N9305-18B<br>Minneapolis, MN 55402<br>Attn: John Rent<br>John.e.rent@wellsfargo.com |
| With a copy to | Wells Fargo Bank, National Association<br>Wells Fargo Loan Center<br>Commercial Real Estate Loan Services<br>MAC N9300-085<br>600 South Fourth Street, 8th Floor<br>Minneapolis, MN 55415-1526<br>Attention: Lee Thor<br>Lee.thor@wellsfargo.com |
| | Wells Fargo Bank, National Association<br>Commercial Real Estate Portfolio Services<br>10 S. Wacker Drive, Suite 3200<br>Chicago, IL 60606<br>Attn: Pamela Probst<br>probstpj@wellsfargo.com |
| If to TIF Lender: | Dougherty Funding LLC<br>90 South Seventh Street<br>Suite 4300<br>Minneapolis, MN 55402<br>Attn: Loan Servicing Department<br>nmurphy@doughertymarkets.com |
| With a copy to: | Fabyanske, Westra, Hart & Thomson, P.A.<br>333 South Seventh Street<br>Suite 2600<br>Minneapolis, MN 55402<br>Attn: Rory O. Duggan<br>Email: RDuggan@fwhtlaw.com |

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

14.5 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The City, Authority, and Developer hereby consent to personal jurisdiction and venue in the foregoing court. The City, Authority, and Developer hereby waive trial by jury for any litigation arising out of this Agreement.

14.6 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable under Legal Requirements, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted Legal Requirements.

14.7 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. Whenever any reference is made to a party or person hereunder, such reference shall include that party's or person's successors and permitted assigns.

14.8 Calculation of Time. Unless otherwise stated, all references to "day" or "days" herein 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.

14.9 Consents and Approvals. Whenever the terms "consent," "approve," or "approval" are used herein, they shall mean consent or approval in a party's sole discretion. All consents or approvals must be delivered in writing in order to be effective.

14.10 Additional Documents. When reasonably requested to do so by another party, each party shall execute or cause to be executed any further documents 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.

14.11 Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the Authority or the City shall be effective upon action by the Authorized Representative of the Authority or City, as applicable. All actions required of or taken by Developer shall be effective upon action by a duly authorized officer, manager, or partner, as applicable.

14.12 Limitation. All covenants, stipulations, promises, agreements, and obligations of the City, Authority, or Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, Authority, or Developer, respectively, and not of any governing body member, officer, agent, servant or employee of the City, Authority, or Developer in the individual capacity thereof.

14.13 Superseding Effect. This Agreement and the exhibits hereto reflects the entire agreement of the parties with respect to the development of the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

14.14 Amendment. This Agreement may not be amended or modified except in writing properly subscribed by each party hereto.

14.15 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.

14.16 Term. The term of this Agreement shall be effective from the day and year first above written until the earlier of (a) the date this Agreement is terminated pursuant to the terms and conditions set forth herein or (b) date of termination of the Redevelopment TIF District.

14.17 Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. No delay on the part of Developer, the City, or Authority in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the City and Authority specified in this Agreement

shall be in addition to and not exclusive of any other right and remedies which the City or Authority, by operation of law, would otherwise have.

14.18 No Third Party Benefit. Other then as explicitly stated in this Agreement, the obligations, covenants, representations, and agreements of Developer hereunder are for the exclusive benefit of the City and Authority and shall not be construed to create rights or convey benefits to any other third party not a party to this Agreement.

14.19 Survival of Terms. The following section will survive the expiration or earlier termination of this Agreement: Section 7.1 [Insurance]; Section 7.2 [Release and Indemnification Covenants by Developer]; Section 12.6 [City and Authority Remedies on Default] to the extent of any Event of Default of Developer arising prior to such termination or expiration; Section 12.7 [Limited Developer Remedies on Default; Waiver of Consequential Damages] to the extent of any Event of Default of the City or Authority arising prior to such termination or expiration; Section 12.10 [Mediation]; Section 14.3 [Notices and Demands]; Section 14.5 [Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury]; and Section 14.18 [No Third Party Benefit].

14.20 Data Practices Act. Developer acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Developer with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes ("Minnesota Governmental Data Practices Act").

14.21 No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's or Authority's immunity or the immunity of the City's and Authority's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's or Authority's liability or the liability of the City's and Authority's employees, consultants and independent contractors. By entering into this Agreement, the City and Authority do not waive any rights, protections, or limitations as provided under law and equity for the City or Authority, or of their respective employees, consultants and contractors.

14.22 City and Authority Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's or Authority's regulatory authority.

14.23 Memorandum of Agreement. No party shall cause this Agreement to be recorded or filed in the Recording Office. However, Developer shall cause a memorandum of this Agreement to be so recorded in the form attached as **Exhibit KK**. At the time of execution of this Agreement, the parties will also execute and acknowledge the memorandum of this Agreement

## Article 15
Parent Guarantee

15.1 Parent Guaranty for Public Infrastructure. In consideration of the premises, obligations, and undertakings of the City and Authority set forth in this Agreement, Ryan Companies US, Inc., a Minnesota corporation ("Parent") agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement with regard to Developer's obligations for the design, construction and installation of the Public Infrastructure (the "Public Infrastructure Guaranty"). Parent unconditionally guarantees to the City and Authority the full and complete performance by Developer of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement for the design, construction and installation of the Public Infrastructure to the extent the City and Authority make available to Developer

the Public Investment funds in accordance with this Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement or the Site Improvement Performance Agreement regarding the Public Infrastructure. Upon the occurrence of both (i) the City's acceptance of a specific portion or element of the Public Infrastructure in accordance with Article 15 of the Site Improvement Performance Agreement and (ii) expiration of all warranties and claims periods for the design, construction and installation of such accepted portion or element of the Public Infrastructure, Parent's obligations under the Public Infrastructure Guaranty with respect to such accepted portion or element of the Public Infrastructure shall automatically be terminated, released, and discharged.

15.2 Parent Guaranty for Public Open Spaces. In consideration of the premises, obligations, and undertakings of the City and Authority set forth in this Agreement, Parent agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement with regard to Developer's obligations for the design, construction and installation of the Public Open Spaces (the "Public Open Spaces Guaranty"). Parent unconditionally guarantees to the City and Authority the full and complete performance by Developer of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement for the design, construction and installation of the Public Open Spaces to be developed by Developer to the extent the City and Authority make available to Developer the Public Investment funds in accordance with this Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement or the Site Improvement Performance Agreement regarding such private improvements. Upon the City's issuance of both (a) a full and final certificate of occupancy for a specific Public Open Space that is developed by Developer (unless such certificate of occupancy is not applicable to the type of improvement at issue, in which case, only the condition in the following clause (b) will apply) and (b) the Element Release for such Public Open Space, Parent's obligations under the Public Open Spaces Guaranty with respect to such Public Open Space shall automatically be terminated, released, and discharged.

15.3 Parent Guaranty of Developer Secondary Developer Obligations. In consideration of the premises, obligations, and undertakings of the City and Authority set forth in this Agreement, Parent further agrees to take all action necessary to cause any Ryan Secondary Developer (defined below) to perform all the Secondary Developer Obligations which any such Ryan Secondary Developer is obligated to perform (collectively, the "Ryan Secondary Developer Obligations") by virtue of its status as a Secondary Developer (the "Affiliate Guaranty"). Parent unconditionally guarantees to the City and Authority the full and complete performance by any such Ryan Secondary Developer of its respective Ryan Secondary Developer Obligations and shall be liable for any breach or default by any such Ryan Secondary Developer of its respective Ryan Secondary Developer Obligations. Upon the City's issuance of both (a) a full and final certificate of occupancy for a specific Element of Vertical Development that is developed by a Ryan Secondary Developer (unless such certificate of occupancy is in any part dependent upon any leasehold improvements work or construction a tenant will perform, in which case, only the condition in the following clause (b) will apply) and (b) the Element Release for such Element in accordance with Section 2.3(c) of this Agreement, Parent's obligations under the Affiliate Guaranty with respect to such Element of Vertical Development shall automatically be terminated, released, and discharged. For purposes of this Agreement, "Ryan Secondary Developer" means a Secondary Developer over which Parent has Legal Control.

15.4 Lookback Guaranty. In consideration of the premises, obligations, and undertakings of the City and Authority set forth in this Agreement, Parent unconditionally guarantees to the City and Authority the full and complete payment of the Authority's Share by Developer.

15.5 Parent Waiver. Parent hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any proceeding first against Developer or any Ryan Secondary

Developer, protest, notice, and all demands whatsoever in connection with the performance of its obligations set forth in this Article. The Public Infrastructure Guaranty and the Affiliate Guaranty shall be applicable and binding on the successors and assigns of Parent. Parent joins in this Agreement as a signatory only for purposes of this Article.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the City, the Authority, and Developer have caused this Redevelopment Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA )
) SS.
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA )
) SS.
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

_____
Notary Public

APPROVED AS TO FORM

_____
Assistant City Attorney

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

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its 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 _____, 2019, 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

STATE OF MINNESOTA )
) SS.
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, 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 _____, 2019, by _____ and _____, 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

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota corporation, its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____ )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation, the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

As to Article 15 [Parent Guarantee]:

RYAN COMPANIES US, INC.,
a Minnesota corporation

By:_____

Name: _____

Its _____

STATE OF _____ )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation on behalf of the corporation.

_____
Notary Public