

**Exhibit G**

Form of TIF Note

No. R-1

**[\$34,493,926.00]**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY

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

TAXABLE TAX INCREMENT REVENUE NOTE  
(FORD SITE REDEVELOPMENT PROJECT)

December \_\_, 2019

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “Authority”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to PROJECT PAUL, LLC, a Delaware limited liability company or its registered assigns (the “Registered Owner”), the principal of **[\$34,493,926.00]** or so much thereof as has been advanced from time to time and remains unpaid, but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount advanced, as reduced to the extent that such principal shall have been paid in whole or in part pursuant to the terms hereof. This Note is issued pursuant to that certain Redevelopment Agreement, dated as of December [\_\_\_], 2019, as the same may be amended from time to time (the “Redevelopment Agreement”), by and between the Authority, the City of Saint Paul, Minnesota, municipal corporation and a home rule charter city (the “City”) and Project Paul, LLC, a Delaware limited liability company (the “Developer”).

1. Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Note. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

“Available Tax Increments” are the Tax Increments received and retained by the Authority, from the TIF District 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, subs. 9 and 11; 469.176, subd. 4h; and 469.175, subd. 1a, as the same may be amended from time to time.

“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 applicable law or executive order to be closed.

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

“Five-Year Rule” means Minnesota Statutes, Section 469.1763, Subd. 3 **Error! Bookmark not defined.**, as amended by the Special Law and as further amended from time to time, as applicable.

“Pledged Tax Increments” means **41.4%** of the Available Tax Increments.

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

“Tax Increments” means the tax increments derived from the TIF District and the improvements therein 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.

“TIF Act” means Minnesota Statutes, Sections 469.174 to 469.1794, as amended by the Special Law and as further amended from time to time, as applicable.

“TIF District” means the “Ford Site Redevelopment Tax Increment Financing District (#322)” established by the Authority on March 23, 2016, as amended from time to time, in accordance with the TIF Act and pursuant to the Tax Increment Financing Plan for the 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 Lender” means the holder of the TIF Loan, which at the Closing is Dougherty Funding LLC, a Delaware limited liability company, together with its successors and/or assigns solely as the holder of the TIF Loan and subject to Section 11.4(b) of the Redevelopment Agreement.

“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 this Note, and including any renewals, extensions and refinancing of such TIF Loan.

2. Advances. The principal amount of this 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 and attached as **Exhibit 3** to this 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**, 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 this 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 Developer (e.g. amounts paid by Developer in March, for which 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 this 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**, this Note shall be terminated and no Tax Increments shall be payable thereunder.

3. Interest Rate; Interest Accrual. The Advanced, outstanding and unpaid principal amounts hereof shall bear simple, non-compounding interest from the date of each corresponding Monthly Advance, except during any period that the payment on this Note has been suspended in accordance with this Note and the Redevelopment Agreement, at a rate equal to the rate on the TIF Loan which is initially [**6.00%**] per annum (which rate does not exceed the initial rate on the TIF Loan) (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 interest rate on this 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 this Note in writing submitted to the Authority at least 30 days prior to the dates set forth above and (ii) 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 this Note. Notwithstanding the foregoing, if at any point the rate on the TIF Loan is adjusted to a rate lower than the interest rate then in effect on this Note, Developer shall notify the Authority of such interest rate adjustment within 10 days thereof and the Authority will adjust the interest rate on this Note to a rate equal to the greater of the Initial Rate or the rate on the TIF Loan. Interest on this 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.

4. Payments. The amounts due under this Note shall be payable from Pledged Tax Increments on **September 1, 2022** and on each **March 1** and **September 1** thereafter to and including the earliest of (i) the date on which the entire principal and accrued interest on this Note has been paid in full; (ii) **March 1, 2048**; or (iii) the date this Note is terminated if no Advances have been made under this Note as of **January 1, 2026** (the deadline determined under the Five-Year Rule) (the “Final Payment Date”) or, if the first should not be a Business Day the next succeeding Business Day (collectively, the “Payment Dates”). On each Payment Date, the Authority shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day preceding such Payment Date an amount equal to the Pledged Tax Increments received by the Authority during the six month period preceding such Payment Date. All payments made by the Authority under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest 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. The Payment Amounts due hereon shall be payable solely from the Pledged Tax Increments derived from the TIF District which are paid to the Authority and which the Authority is entitled to retain pursuant to the provisions of the TIF Act. This Note shall terminate and be of no further force and effect following the Final Payment Date defined above. From and after the Final Payment Date the Authority shall have no further debt or obligation under this Note. This Note may be prepaid in whole or in part at any time without penalty.

5. No Representation or Warranty. The Authority makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the Authority and some of those factors are listed on the attached **Exhibit 1**. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the Authority under this Note are subject to these and other factors.

6. Effect of Event of Default under Redevelopment Agreement. The Authority’s payment obligations hereunder shall be further conditioned on the fact that no Event of Default by Developer under the Redevelopment Agreement shall have occurred and be continuing, beyond all applicable notice, grace and cure periods afforded to Developer or any Lender hereunder or under the Redevelopment Agreement, at the time payment is otherwise due hereunder. Any such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured or waived in writing by the Authority. If, in accordance with Section 12.6(c) of the Redevelopment Agreement, this Note is terminated or the principal amount hereof is reduced, the Authority’s obligation under this Note shall be terminated or reduced by the amount so reduced. Reference is hereby made to all

of the provisions of the Redevelopment Agreement, for a fuller statement of the rights and obligations of the Authority to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein. 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 this clause or under Section 12.6(a) of the Redevelopment Agreement unless TIF Lender shall have been provided written notice of such occurrence and a period thereafter in which to cure such Event of Default which is the longer of 90 days or the period provided to the Developer under Section 12.5 of the Redevelopment Agreement.

7. Miscellaneous

(a) **THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE AUTHORITY AND IS PAYABLE BY THE AUTHORITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE AUTHORITY OR THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE AUTHORITY OR THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE AUTHORITY'S OBLIGATIONS HEREUNDER.**

(b) The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the Authority, the City or of any other public body, and neither the Authority, the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise. The Registered Owner shall be entitled to exercise any and all remedies available to the Developer under the Redevelopment Agreement to the extent necessary to enforce the obligations of the Authority to make any and all payments due on this Note, subject to the limitations and restrictions set forth herein and therein.

(c) This Note is issued by the Authority in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

(d) This Note may be assigned only as provided in Article 11 of the Redevelopment Agreement, including the requirement that any assignee execute and deliver to the Authority the Acknowledgment Regarding TIF Note in the form included in **Exhibit 2**. Additionally, in order to assign the Note, the assignee shall surrender the same to the Authority either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the Authority. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein. The form of assignment shall be attached hereto as **Exhibit 4**.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Authority outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Authority to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, by its Board of Commissioners, has caused this Note to be executed by the manual signatures of its Chair or Commissioner and its Executive Director, and by the Director, Office of Financial Services of the City and has caused this Note to be issued on and dated as of the date first written above.

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

By: \_\_\_\_\_  
Chair or Commissioner

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Director, Office of Financial Services of the City

\_\_\_\_\_  
Approved as to form  
Assistant City Attorney

**CERTIFICATION OF REGISTRATION**

It is hereby certified that the foregoing Note, as originally issued on and dated as of the date first written above, was on said date registered in the name of the Registered Owner set forth below, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF <u>REGISTERED OWNER</u>	DATE OF <u>REGISTRATION</u>	SIGNATURE OF AUTHORITY <u>EXECUTIVE DIRECTOR</u>
_____		
_____		
_____		
_____	_____, 20__	_____
_____		
_____		
_____		
_____	_____, 20__	_____
_____		
_____		
_____		
_____	_____, 20__	_____
_____		
_____		
_____	_____, 20__	_____

**Exhibit 1**  
**To Taxable TIF Note**

**RISK FACTORS**

Risk factors on the amount of Tax Increments that may actually be received by the Authority include but are not limited to the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the

Current Local Tax Rate is considered “excess” tax increment and is distributed by Ramsey County to the other taxing jurisdictions and such amount is not available to the Authority as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Ramsey County’s Sharing Factor. In determining the amount of tax increment generated by the development property, Ramsey County uses a Sharing Factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district.

11. Multi-Parcel District. The tax increment financing district includes property that is not owned by Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.



**Exhibit 2**  
**To Taxable TIF Note**

**ACKNOWLEDGMENT REGARDING TIF NOTE**

Dated \_\_\_\_\_, 20\_\_

The undersigned, \_\_\_\_\_ a \_\_\_\_\_ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] \_\_\_\_\_ (the “Developer”) [secured in part by] the Taxable Tax Increment Revenue Note, Series \_\_\_\_ (Ford Site Redevelopment Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$\_\_\_\_\_ dated \_\_\_\_\_ of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “Authority”) , a copy of which is attached hereto (“Note”).

B. The Note Holder has had the opportunity to ask questions of and receive from Developer all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the Authority or information provided by the Authority.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for investment and for its own account, and without any view to resale or other distribution; provided however that the Note Holder may participate its interest in the Note to one or more banks or other financial institutions, pursuant to one or more participation agreements directly with the Note Holder as servicer, (i) in full good faith compliance with all securities registration, broker, anti-fraud and other provisions of the applicable state and federal laws, (ii) with full and accurate disclosure of all material facts to the prospective participant(s), including without limitation Exhibit 1 to the Note, and (iii) under applicable exemptions from federal and state registration statements.

2. The Note Holder is a bank or other financial institution and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of [receiving and holding]/[acquiring an interest in] the Note [as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the Authority. The Note Holder acknowledges that the Authority has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before

the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the Authority. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City of Saint Paul, Minnesota (the “City”), the Authority, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the Authority, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to

“compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Ramsey County to the other taxing jurisdictions and such amount is not available to the Authority as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Ramsey County’s Sharing Factor. In determining the amount of tax increment generated by the development property, Ramsey County uses a Sharing Factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district. The Note Holder understands and acknowledges that the tax increment financing district contains one or more separately owned tax parcels which may impact the amount of tax increment the Note Holder receives under the Note.

11. Multi-Parcel District. The tax increment financing district includes property that is not owned by Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

F. The Note Holder acknowledges that the Note was issued as part of a Redevelopment Agreement between the Authority, the City of Saint Paul, Minnesota (the “City”) and Developer dated \_\_\_\_\_, 2019 (“Redevelopment Agreement”), and that the Authority has the right under the Redevelopment Agreement to (i) suspend payments under this Note upon an Event of Default by the Developer under the Redevelopment Agreement, and/or (ii) terminate the Note as set forth Section 12.6(c) of the Redevelopment Agreement, and (iii) adjust the principal amount of the TIF Note as provided in Sections 3.3(a)(iv) of the Redevelopment Agreement.

G. The Note Holder acknowledges that the tax increment financing district and the tax increment financing plan therefor may be amended from time to time in the discretion of the City and the Authority, including without limitation, as described in Section 9.3 of the Redevelopment Agreement.

H. The Note Holder acknowledges that the Authority makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

Dated as of the date first written above.

**Note Holder:**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit 3  
To Taxable TIF Note**

**ADVANCE CERTIFICATE**

\_\_\_\_\_, 20\_\_

Housing and Redevelopment Authority of  
the City of Saint Paul, Minnesota  
13th Floor City Hall Annex  
25 West 4th Street  
St. Paul, MN 55102  
Attn: \_\_\_\_\_ (PED Project Manager)

Dear \_\_\_\_\_ (PED Project Manager):

The undersigned hereby certifies that it has incurred and paid, prior to the January 1, 2026, Qualified Costs with respect to Public Infrastructure which are eligible for reimbursement under the Redevelopment Agreement between Project Paul, LLC, a Delaware limited liability company (the "Developer"), the City of Saint Paul, Minnesota, (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "Authority"), dated December \_\_, 2019 ("Redevelopment Agreement") in the amount of \$\_\_\_\_\_ as evidenced by the attached invoices and verification of payment. Accordingly, we request that interest on the principal amounts listed below accrue as of date of each respective Monthly Advance listed below:

1. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
2. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
3. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
4. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
5. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_; and
6. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_.

Sincerely,

\_\_\_\_\_  
[developer name]

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota acknowledges and agrees that Monthly Advances of the principal amounts listed below have been deemed advanced under the Taxable Tax Increment Revenue Note (Ford Site Redevelopment Project), pursuant to Section 2 thereof, each as of the corresponding date list below:

1. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
2. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
3. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
4. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_;
5. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_; and
6. Interest on the principal amount of \$\_\_\_\_\_ begin accruing as of \_\_\_\_\_, 20\_\_.

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Project Manager

**Exhibit 4**  
**to Taxable TIF Note**

**FORM OF ASSIGNMENT TO TIF LENDER**

**ASSIGNMENT OF TAX INCREMENT NOTE**

THIS ASSIGNMENT OF TAX INCREMENT NOTE (the "Assignment") is made as of this \_\_\_ day of December, 2019, by and between PROJECT PAUL, LLC, a Delaware limited liability company (the "Assignor"), whose address is 533 South 3<sup>rd</sup> Street, Suite 100, Minneapolis, Minnesota 55415 and DOUGHERTY FUNDING LLC, a Delaware limited liability company (the "Lender"), whose address is 90 South Seventh Street, Suite 4300, Minneapolis, Minnesota 55402.

RECITALS:

A. Pursuant to a certain Loan Agreement dated of even date herewith by and between Assignor and Lender ("Loan Agreement"), the Lender has agreed to make a loan available to Assignor in the principal amount of up to \$[38,25,000.00] (the "Loan") to finance a portion of the costs of acquiring certain real property located in Ramsey County, Minnesota and legally described in Exhibit A attached to the Loan Agreement (the "Premises") and constructing certain site improvements thereon in order to create development ready land parcels. The Loan is evidenced by that certain Promissory Note dated of even date herewith, executed and delivered by the Assignor and payable to the order of the Lender in the original principal face amount of \$[38,250,000.00] (the "Note").

B. Pursuant to that certain Redevelopment Agreement dated as of December \_\_, 2019 (the "Redevelopment Agreement"), by and 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 body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority") and Assignor, and joined by MN Ford Site Apartment Land LLC, a Delaware limited liability company, as the owner of the Weidner Lots and as a "Secondary Developer" thereunder, Assignor has agreed to construct the Public Infrastructure (as defined therein) and certain other project improvements to be constructed by Assignor. In exchange for developing the Public Infrastructure and such other project improvements, Assignor has received from the Authority, among other things, a Taxable Tax Increment Revenue Note, Series 2019 (Ford Site Redevelopment Project) issued by the Authority, in the maximum principal amount of \$[34,493,926.00] and payable in accordance with its terms to the order of the Assignor (the "Tax Increment Note"). Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Redevelopment Agreement.

C. In consideration of, and to secure the payment of, the Loan, the Lender has required an assignment of the Tax Increment Note and Assignor's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that this Assignment is subject to all of the following terms, conditions, and provisions:

TERMS, CONDITIONS, AND PROVISIONS

1. PRESENT PLEDGE AND ASSIGNMENT. Pursuant to the provisions of the Uniform Commercial Code in effect within the State of Minnesota (the “UCC”), as security for the Loan, the Assignor grants to the Lender a security interest in all of the following property: (i) all right, title and interest of the Assignor in the Tax Increment Note; and (ii) all replacements, substitutions and proceeds (the “Proceeds”) relating to the Tax Increment Note (hereinafter referred to as the “Collateral”), and all documents, ledger sheets, and files of the Assignor relating to the Collateral. The term “Proceeds” includes whatever is received by the Assignor upon the sale, exchange, or other disposition of any item of Collateral. This Assignment shall constitute a perfected, absolute and present pledge and assignment in connection with which the Assignor shall have delivered to the Lender the Collateral documents endorsed and assigned to the Lender. The Assignor shall execute and deliver to the Lender an Allonge Endorsement in the form attached hereto as Exhibit A (or such other form that is reasonably requested by the Lender). The payments under the Tax Increment Note shall be paid directly to the Lender until such time as the Loan has been paid in full and Lender has no further obligation to make advances available to Assignor, at which time the Lender shall promptly provide notice to the Authority (with a copy to Assignor) that such payments are to be made to the Assignor. Prior to the full payment of the Loan and the termination of Lender’s commitment to make advances available to Assignor, if the Assignor receives any payments or prepayments on the Tax Increment Note, the Assignor shall immediately remit such payments and/or prepayments to the Lender.
  
2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants that:
  - (a) The Assignor is the true and lawful, absolute owner of the Collateral and, except for the liens and security interests created by this Assignment, the Collateral is free and clear of any lien, security interest, or encumbrance;
  - (b) Subject only to receipt of consent from the Authority, the Assignor has the full right and title to assign and pledge the Collateral; there are no outstanding claims, assignments or pledges thereof; and there are no existing defaults under the Collateral documents on the part of makers thereof;
  - (c) The Assignor has performed all of its obligations under the Redevelopment Agreement which are required to be performed as of the date hereof and there are no existing defaults by Assignor, the City or the Authority under the Redevelopment Agreement;
  - (d) There are no defenses, setoffs or counterclaims against or with regard to the Redevelopment Agreement or the Tax Increment Note or the indebtedness evidenced thereby;
  - (e) As of the date hereof, no payments have been made on the Tax Increment Note;
  - (f) The Tax Increment Note has not been amended or modified in any respect and, to Assignor’s actual knowledge, is a valid and enforceable obligation of the Authority in accordance with its terms;
  - (g) The Redevelopment Agreement has not been amended or modified in any respect;
  - (h) The Tax Increment Note and the Redevelopment Agreement remain in full force and effect; and
  - (i) Except for the financing statement filed in connection with the pledge and security interest granted pursuant to this Assignment, no financing statement covering the Collateral is on file in any public office.



3. COVENANTS OF ASSIGNOR. The Assignor covenants and agrees that so long as any of the indebtedness evidenced by the Note shall be outstanding and unsatisfied and until Lender's commitment to make advances available to Assignor has terminated:

(a) The Assignor shall keep the Collateral: (i) free and clear of any lien, security interest or encumbrance, except for the liens and security interests created by this Assignment; and (ii) free from all tax liens;

(b) The Assignor shall maintain and keep accurate records, books and accounts with respect to the Collateral and any money, accounts receivable, and other proceeds of any sale or other disposition, and give to the Lender upon request, a full and complete accounting with respect to the Collateral and the money, accounts receivable, proceeds and business;

(c) The Assignor shall permit the Lender, through any representatives it may designate, at all reasonable times upon reasonable advance notice to enter any premises of the Assignor in which either the Collateral or any of the records, books and accounts may be situated, or any premises where the Lender has reasonable cause to believe the items may be situated, for the purpose of examining and inspecting the Collateral;

(d) The Assignor shall join with the Lender in preparing and filing at the appropriate offices one or more financing statements with regard to the Collateral complying with the UCC, in form satisfactory to the Lender;

(e) The Assignor shall maintain, or cause to be maintained, insurance policies on the Project in accordance with the requirements set forth in the Loan Agreement and set forth in the Redevelopment Agreement;

(f) The Assignor shall do any additional acts as the Lender may reasonably require for the purpose of more completely assuring to the Lender its rights to the Collateral;

(g) At any time the Assignor receives a written notice of default under the Redevelopment Agreement, the Assignor shall promptly provide a copy of such notice of default to the Lender; and

(h) The Assignor shall fully comply with its obligations under the Redevelopment Agreement and shall not waive, excuse, condone or in any matter release or discharge the City or the Authority of their respective obligations under the Redevelopment Agreement or under the Tax Increment Note.

4. SECURITY AGREEMENT. This Assignment constitutes a "Security Agreement" under the UCC and shall be governed by the UCC.

5. PREPAYMENTS OF THE TAX INCREMENT NOTE. To the extent not directly paid to the Lender, the Assignor agrees that should the Authority at any time prepay the Tax Increment Note, the Assignor will deposit or cause to be deposited with the Lender the entire amount of such prepayment. Any amount deposited with the Lender shall, at Lender's option, be applied by the Lender to pay or prepay the Loan in accordance with the terms of the Loan Agreement or shall be held by the Lender in an escrow account for payment of the Loan. The sums held in escrow pursuant hereto are held as security for the Loan, the Assignor hereby granting a security interest in such sums to the Lender as security for the same.

6. AUTHORIZATION TO THE AUTHORITY. The Authority is hereby irrevocably authorized and directed to make payments under the Tax Increment Note directly to the Lender (for the account of

Assignor) and to recognize the claims of the Lender or its assigns without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or its successors or assigns or the existence of any Default or Event of Default, and the Assignor hereby irrevocably directs and authorizes the Authority to pay exclusively to the Lender or its assigns from and after the date hereof until such time as the Loan is indefeasibly paid in full and Lender's commitment to make advances available to Assignor has terminated, all sums due under the Tax Increment Note that are otherwise due and payable to Assignor under the Tax Increment Note. To the extent such sums are paid to the Lender or its assigns, the Assignor agrees that the Authority shall have no further liability to the Assignor for the same. The sole receipt by the Lender or its assigns of any sum paid by the Authority shall be in discharge and release of that portion of any amount owed by the Authority to Assignor under the Tax Increment Note. The Authority is intended to and shall be a third party beneficiary to the foregoing provisions of this Section 6. The Authority has acknowledged the Lender's rights under this Assignment pursuant to a Consent and Estoppel Certificate, dated on or about the date hereof, in the form attached hereto as Exhibit B.

7. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default under this Assignment (individually, and, collectively, an "Event of Default"):

(a) Any failure by the Assignor to fully and completely perform any of the duties or obligations of Assignor under this Assignment or any failure by the Assignor to fully and completely observe, satisfy and comply with all terms, covenants and conditions of this Assignment and such failure is not cured within thirty (30) days after written notice thereof;

(b) Any representation or warranty of the Assignor contained in this Assignment shall be untrue or misleading in any material respect and the Assignor fails to take such actions as may be required to make such representation or warranty true and not misleading in any material respect within thirty (30) days after written notice thereof; and

(c) Any event designated as an "Event of Default" under the Note, under the Loan Agreement or under any Loan Document.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default:

(a) The Lender may: (i) at its option, cure the Event of Default if it involves the payment of money (A) for insurance or taxes, assessments or other charges which Assignor has not paid in accordance with the Loan Agreement; or (B) for the satisfaction or discharge of any lien, security interest or encumbrance upon the Collateral, in which event the amount of any payments shall be added to the indebtedness secured by this Assignment, shall be secured, and shall be payable by the Assignor to the Lender on demand; (ii) at its option, declare the indebtedness secured by this Assignment and evidenced by the Note to be immediately due and payable; (iii) take possession of the Collateral in accordance with applicable law; and/or (iv) exercise any and all other rights and remedies accorded to it by the UCC. In the event that any notice is required to be given under the UCC, such requirements for reasonable notice shall be satisfied by giving at least ten (10) days' notice prior to the event or thing giving rise to the notice requirement.

(b) The Assignor shall: (i) upon demand by the Lender, assemble the Collateral and make it available to the Lender, to which the Lender shall have exclusive and unlimited access during the period it is exercising its rights and remedies under this Section 8; and (ii) pay to the Lender on demand the expenses of the Lender in retaking the Collateral, holding it, and, where it is to be disposed of, preparing it for sale and selling it, including the Lender's reasonable attorneys' fees and legal expenses incurred in connection with any retaking or sale; and (iii) upon demand by the Lender (A) assign or endorse to the Lender all Proceeds and

accounts receivable resulting from the sale of any of the Collateral; and (B) deliver to the Lender all Proceeds received from the sale of any of the Collateral.

- (c) Except as evidenced in a written notice signed by the Lender, no course of dealing between the parties or any delay on the part of the Lender in exercising any rights shall operate as a waiver of any rights or remedies of the Lender.
- (d) No remedy conferred upon the Lender is intended to be exclusive of any other remedy.

9. MISCELLANEOUS PROVISIONS.

- (a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be given in accordance with the terms of the Loan Agreement.
- (b) Successors and Assigns. All rights of the Lender shall inure to the benefit of its successors and assigns, and all representations, warranties, covenants and obligations of Assignor shall bind its successors and assigns.
- (c) Defined Terms. The definitions of the terms used in this Assignment and not otherwise defined herein shall be those found in the UCC.
- (d) Severability. It is the intent of this Assignment to confer to the Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.
- (e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.
- (f) WAIVER OF TRIAL BY JURY. ASSIGNOR AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.
- (g) JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS. ASSIGNOR WAIVES ANY CLAIM THAT THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION IS AN INCONVENIENT FORUM OR AN

IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE SERVICE THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, this Assignment of Tax Increment Note is executed as of the date first above written.

**ASSIGNOR:**

PROJECT PAUL, LLC,  
a Delaware limited liability company

By: Ryan Companies US, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

DOUGHERTY FUNDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**ALLONGE ENDORSEMENT TO  
UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY**

**HOUSING AND REDEVELOPMENT AUTHORITY  
OF THE CITY OF SAINT PAUL, MINNESOTA  
TAXABLE TAX INCREMENT REVENUE NOTE, SERIES 2019  
(FORD SITE REDEVELOPMENT PROJECT)**

FOR VALUE RECEIVED, Project Paul, LLC, a Delaware limited liability company endorses, assigns and transfers with recourse to Dougherty Funding LLC, a Delaware limited liability company, all right, title and interest in and to the following described Tax Increment Revenue Note:

Housing and Redevelopment Authority of the City of Saint Paul, Minnesota Taxable Tax Increment Revenue Note, Series 2019 (Ford Site Redevelopment Project) in the maximum principal amount of \$[34,493,926.00] executed by 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, as holder.

Dated this \_\_\_ day of \_\_\_\_\_, 201\_\_.

THIS ALLONGE IS TO BE AFFIXED  
TO THE NOTE DESCRIBED ABOVE

PROJECT PAUL, LLC,  
a Delaware limited liability company

By: Ryan Companies US, Inc.,  
Its Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of Ryan Companies US, Inc., the sole member of Project Paul, LLC, a Delaware limited liability company, on behalf of such company.

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

## **EXHIBIT B**

### **CONSENT AND ESTOPPEL CERTIFICATE**

THIS CONSENT AND ESTOPPEL CERTIFICATE (this “Estoppel Certificate”), is dated as of December \_\_, 2019, and is from the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the “City”) and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), to DOUGHERTY FUNDING LLC, a Delaware limited liability company (the “Lender”), and its successors, assigns and participants. The City and the Authority each hereby agrees with Lender as follows:

1. Unless the context otherwise indicates, capitalized terms not otherwise defined herein shall have the definitions given such terms in that certain Redevelopment Agreement dated as of December \_\_, 2019 (the “Redevelopment Agreement”) by and among the City, the Authority, Project Paul, LLC, a Delaware limited liability company (the “Borrower”) and joined in by MN Ford Site Apartment Land LLC, a Delaware limited liability company.

2. The Authority understands that the Lender contemplates making a loan to the Borrower in the maximum principal amount of up to \$[38,250,000.00] (the “Loan”), which Loan is secured by an Assignment of Tax Increment Financing Documents dated as of December \_\_, 2019 (the “TIF Assignment”), between the Borrower and the Lender. Pursuant to the TIF Assignment, the Borrower has collaterally assigned to Lender and granted to the Lender a security interest in that certain Taxable Tax Increment Revenue Note, Series 2019 (Ford Site Redevelopment Project) in the original principal face amount of \$[34,493,926.00] (the “Tax Increment Note”).

3. The City and the Authority each understands that the Lender has required this certificate as a condition of making the Loan and that the Lender will rely on this certificate in connection therewith.

4. The City and the Authority each acknowledges that, in exchange for developing the Public Infrastructure and certain other Project improvements, the Borrower has received from the Authority, among other things, the Tax Increment Note. Further, the Authority acknowledges that, to secure the payment of the debt owed by the Borrower to the Lender arising by reason of the Loan, the Borrower has collaterally assigned to Lender and granted to the Lender a security interest in the Tax Increment Note.

5. The City and the Authority each further covenants, represents, and warrants to and agrees with Lender (as applicable) as follows:

- a. That it has received good and valuable consideration for the issuance of the Tax Increment Note, that the Tax Increment Note has been duly authorized, executed and delivered by the Authority and that the Tax Increment Note is a valid and binding special limited obligation of the Authority, subject to the terms and conditions thereof, payable solely from the sources provided therefor in the Tax Increment Note and in the Redevelopment Agreement;
- b. The City and the Authority each has the corporate power and authority to perform their respective obligations under the Redevelopment Agreement and the Tax Increment Note;
- c. That it will deposit all payments due with respect to the Tax Increment Note, and any optional prepayments, either in whole or in part, with the Lender at the address set forth

in Section 7 below, and upon such deposit its obligations under the Tax Increment Note shall be deemed discharged to the extent paid to the Lender;

- d. That it hereby consents to the execution and delivery of the Assignment of TIF Documents, and to the liens and security interests created therein, as security for the Loan;
- e. That it has received and approved evidence of all insurance (and proof of payment of all premiums therefor) required to be maintained by Borrower pursuant to Section 7.1 of the Redevelopment Agreement; and
- f. That it has received and approved the payment and performance bonds required to be obtained by Borrower pursuant to Section 8.5 of the Redevelopment Agreement.

6. The Redevelopment Agreement has not been amended or modified in any respect and it, together with all exhibits thereto or other documents referred to in the Redevelopment Agreement or in the exhibits thereto, represents the entire agreement of the parties thereto as to all of the subject matters dealt with therein. The Redevelopment Agreement is in full force and effect, and the Authority has given no notice of any default thereunder. As of the date hereof, no payments have been made on the Tax Increment Note. To the City's and the Authority's actual knowledge, the Borrower has performed all of its obligations under the Redevelopment Agreement which are required to be performed as of the date hereof. To the City's and the Authority's actual knowledge, the Borrower is not in default in the performance or observance of any of its covenants or agreements under the Redevelopment Agreement or pursuant to any other agreement with the City or with the Authority as of the date hereof and neither the City nor the Authority is aware of any current defenses, setoffs, or counterclaims against or with respect to the Tax Increment Note or the indebtedness evidenced thereby.

7. Until the termination of the Assignment of TIF Documents, the City and the Authority each agrees to give the Lender a copy of each notice or demand given to the Borrower with respect to any breach or default by the Borrower in its obligations under the Redevelopment Agreement at the same time such notice, demand or other communication is given to the Borrower under the Redevelopment Agreement, addressed to Lender as follows:

Dougherty Funding LLC  
90 South Seventh Street  
Suite 4300  
Minneapolis, Minnesota 55402  
Attention: Loan Servicing Department

8. The City and the Authority each agrees (A) to accept the cure by the Lender of any monetary default by the Borrower under the Redevelopment Agreement within ten (10) days after the later of (i) delivery of notice of such default to Lender pursuant to Section 7 above and Section 14.3 of the Redevelopment Agreement and (ii) the expiration of the cure periods afforded to Borrower in the Redevelopment Agreement and (B) to accept the cure by the Lender of any non-monetary default by the Borrower under the Redevelopment Agreement within thirty (30) days after the later of (i) delivery of notice of such default to Lender pursuant to Section 7 above and Section 14.3 of the Redevelopment Agreement and (ii) the expiration of the cure periods afforded to the Borrower in the Redevelopment Agreement, but acknowledges that the Lender shall be under no obligation to cure any such monetary or non-monetary default. No commencement of any performance by Lender or any obligation of Borrower required under the Redevelopment Agreement shall obligate Lender to continue or complete such performance or otherwise perform any of Borrower's obligations under the Redevelopment Agreement.



9. The City and the Authority each acknowledges and agrees that neither the Lender, nor its successors or assigns shall be obligated to construct or complete the Public Infrastructure or any other portion of the Project.

10. The City and the Authority each agrees to provide the Lender with notice of any modifications or amendments to be made to the Redevelopment Agreement and the right to consent to such modifications or amendments.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned officers of the City and officers of the Authority have caused this Consent and Estoppel Certificate to be signed by its duly authorized representatives as of the date and year first written above.

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

By: \_\_\_\_\_  
Chair or Commissioner

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Director, Office of Financial  
Services of the City

**CITY OF SAINT PAUL, MINNESOTA**

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

By: \_\_\_\_\_  
Director, Office of Financial Services

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney