

Exhibit JJ

Assignment of Tax Increment Note

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 3rd 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