Execution Copy

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF MANKATO, MINNESOTA

AND

MAH BKS, LLC

This instrument was drafted by:
The City of Mankato
Community Development
10 Civic Center Plaza
Mankato, MN 56001

Table of Contents

Page

Table of Contents (continued)

Page

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _________, 2025, by and between the City of Mankato, Minnesota (the "**City**"), a municipal corporation existing under the laws of the State of Minnesota and MAH BKS, LLC, a Minnesota limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133 (the "**Cities Development District Act**"), the City has heretofore established Development District No. 48 (the "**Development District**") and has adopted a development program therefor (the "**Development Program**"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "**Tax Increment Financing Act**"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 48-1 (the "**Tax Increment District**") and has adopted a tax increment financing plan therefor (the "**Tax Increment Plan**") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, the City has authority pursuant to the Cities Development District Act and the Tax Increment Financing Act to provide financial assistance to projects that provide a public benefit to the City; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined it will assist the Developer with the financing of certain costs of the Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, for valuable consideration and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
DEFINITIONS

Section 1.1 <u>Definitions</u>. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

<u>Agreement</u> means this Agreement, as the same may be from time to time modified, amended or supplemented;

<u>Available Tax Increment</u> means 95% of the remaining Tax Increment derived from the Development Property, which has been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

<u>Business Day</u> means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Act means Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

Certificate of Completion means the certification in the form of the certificate attached hereto as *Exhibit C* and hereby made a part of this Agreement, provided to the Developer pursuant to Section 4.1 of this Agreement;

City means the City of Mankato, Minnesota;

County means Blue Earth County, Minnesota;

Developer means MAH BKS, LLC, its successors and assigns;

Developer Project Costs means the costs to be incurred by the Developer of correcting conditions that allow designation of the Development Property as a redevelopment district under Minnesota Statutes, Section 469.174, subdivision 10, which are more specifically described on *Exhibit D* attached hereto;

Development District means the real property included in Development District No. 48 heretofore established;

Development Program means the Development Program approved by the City Council on April 14, 2025 in connection with the Development District;

Development Property means the real property described in *Exhibit A* attached to this Agreement. After completion of the Project, the term shall include the real estate and the improvements constructed thereon;

Event of Default means any of the events described in Section 4.1 hereof;

Note Payment Dates means August 1, 2028, and February 1 and August 1 of each year thereafter to and including February 1, 2043; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Plans means the plans for construction of the Project on the Development Property which are listed in *Exhibit F* attached hereto;

Project means the redevelopment of three properties including two vacant lots and a third lot with a vacant structurally substandard building. The building will be demolished to allow construction of a new two-story mult-tenant commercial office building.

State means the State of Minnesota;

Tax Increment Financing Act or TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District or TIF District means Tax Increment Financing District No. 48-1, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the TIF Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on April 14, 2025 and any future amendments thereto;

Tax Increment means the tax increment, as that term is defined in section 469.174, subd. 25 of the TIF Act, which have been paid to the City by the County with respect to the Development Property within the previous six months;

Termination Date means the earliest of (i) February 1, 2043, (ii) the date the Developer Project Costs are paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Taxable Tax Increment Revenue Note (MAH BKS, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as *Exhibit B*;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays. Any supply or labor issues attributable to the COVID-19 pandemic shall not constitute Unavoidable Delay and COVID-19 pandemic- related effects are expressly excluded from this definition.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a Minnesota municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Financing Act.

(3) The Project contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Available Tax Increment to reimburse the Developer for a portion of the Developer Project Costs incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) The City has no knowledge of anything, which would prevent the Project from being completed by December 31, 2026, subject to Unavoidable Delays, including within its knowledge, an estimate of the reasonable time for review of the Project by the City and its agencies and commissions.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has full power and authority to enter into this Agreement and carry out the covenants contained herein.

(2) The Developer will use commercially reasonable efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be met before the Project may be constructed and occupied.

(3) Upon receipt of the permits, licenses and approvals therefor, the Developer will cause the Project to be completed in accordance with the terms of this Agreement, the Development Program and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(4) The Developer has not received any notice or communication from any local, state or federal official that the activities of Developer or the City with respect to the Development Property may or will be in violation of any environmental law or regulation. As of the date of the execution of this Agreement, Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure which would give any person a valid claim under the Minnesota Environmental Rights Act.

(5) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will fully cooperate with the City with respect to any litigation commenced with respect to the Project; provided, however, that any such litigation settled by the City, which would require payment by the Developer or any other consequence materially adverse to the Developer or the Project, would require that the City obtain the prior written consent of the Developer.

(8) The Developer agrees to pay the total amount of any reasonable costs, charges, expenses and attorneys fees reasonably incurred or paid as of the execution of this Agreement by the City because of any Event of Default by the Developer as to any stipulation, agreement, and covenant of this Agreement, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Development Property or the Project, if the Developer is found at fault and ordered to pay damages through a court trial action.

(9) The Developer will reasonably cooperate with the City to resolve any traffic, parking, trash removal or public safety problems, which may arise in connection with the construction of the Project.

(10) The Developer will participate in a Site Plan Review by the City's Planning Department and the City Planning Commission, and will comply with the City's design standards and covenants as reasonably enforced by said Planning Department and Planning Commission.

(11) Barring Unavoidable Delays, the Project will be substantially completed by December 31, 2026, such that the City will be able to issue a Certificate of Completion on or before that date.

(12) To the Developer's knowledge, 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 471.87.

ARTICLE III
UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Construction of Project. The Developer agrees to construct the Project in conformance with the Plans listed in *Exhibit F*. The Developer agrees to complete construction of the Project by no later than December 31, 2026. Upon completion of the Project contemplated by this Agreement, the City shall deliver to the Developer a Certificate of Completion in substantially the form as attached as *Exhibit C*.

Section 3.2. Project Costs. The parties agree that the Developer Project Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer Project Costs associated with the redevelopment are delineated in *Exhibit D* of this Agreement. The City shall reimburse the Developer, for a period up to 15 years from Available Tax Increment, the lesser of (a) $165,472; or (b) the amount of the Developer Project Costs actually incurred and paid by the Developer, as further provided in Section 3.3 hereof, through the issuance and administration of the TIF Note. The City is not obligated for any shortfall of tax increment payments prior to the final Note Payment Date. If Available Tax Increment is not realized in an amount sufficient to reimburse Developer for the Developer Project Costs, the City is not liable or expected to make up the difference from any other source. The City is not obligated to reimburse the Developer, regardless of tax increment received, for more than 15 years of tax increment payments.

Section 3.3. Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Developer Project Costs, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default by the Developer which has not been cured. If such Event of Default is cured in accordance with the terms of this Agreement, the City will so reimburse the Developer.

Section 3.4. Reimbursement: Tax Increment Revenue Note The City shall reimburse the payments made by the Developer under Section 3.2 for the Developer Project Costs through the issuance of the City's TIF Note in substantially the form attached to this Agreement as *Exhibit B*, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and that the Developer has incurred and paid all Developer Project Costs, as described in and limited by Section 3.2 and shall have submitted paid invoices for the Developer Project Costs, or final lien waivers for Developer Project Costs and the Developer has executed and submitted the Investment Letter.

(2) The principal amount of the TIF Note, and interest accrued on the TIF Note, shall be payable solely from the Available Tax Increment.

(3) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Available Tax Increment received by the City during the preceding 6 months. All such payments made by the City under the TIF Note shall first be applied to accrued interest and the balance to principal reduction.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Available Tax Increment shall be used to pay the principal of and interest on the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (a) the City shall not at that time have suspended payments under the TIF Note because of an uncured Event of Default by the Developer that has occurred and is continuing under this Agreement and (b) this Agreement shall not have been cancelled or rescinded pursuant to Section 4.2.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in *Exhibit B*. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.4, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

(7) The City is not obligated to reimburse the Developer for the Developer Project Costs, regardless of Available Tax Increment received, for more than 15 years of tax increment payments. The City is not obligated for any shortfall of Available Tax Increment payments during that period. If Available Tax Increment is not realized in an amount sufficient to satisfy the TIF Note, the City is not liable or expected to make up the difference from any other source.

(8) The TIF Note will be issued as a single typewritten note numbered R-1. The TIF Note will be issuable only in fully registered form. Principal and interest of the Note will be payable by check or draft issued by the Registrar described herein.

(9) Principal and interest of the TIF Note will be payable by mail to the owner of record (the "**Owner**") as of the close of business on the fifteenth day of the month preceding the Note Payment Date, whether or not the day is a Business Day.

(10) The City hereby appoints the City Manager to perform the functions of registrar, transfer agent and paying agent (the "**Registrar**"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto will be as follows:

(a) The Registrar will keep at their office a bond register in which the Registrar will provide for the registration of ownership of the TIF Note and the registration of transfers and exchanges of the TIF Note.

(b) Upon surrender for transfer of the TIF Note duly endorsed by the registered Owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered Owner thereof or by an attorney duly authorized by the registered Owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new TIF Note of a like aggregate principal amount, interest rate and maturity, as requested by the transferor.

The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Note Payment Date and until the Note Payment Date.

(c) The TIF Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) When the TIF Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until the Registrar is satisfied that the endorsement on the TIF Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for their refusal, in good faith, to make transfers which they, in their judgment, deems improper or unauthorized.

(e) The City and the Registrar may treat the person in whose name the TIF Note is at any time registered in the bond register as the absolute Owner of the TIF Note, whether the TIF Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the TIF Note and for all other purposes, and all the payments so made to any registered Owner or upon the Owner's order will be valid and effectual to satisfy and discharge the liability of the City upon the TIF Note to the extent of the sum or sums so paid.

(f) For every transfer or exchange of the TIF Note, the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) In case the TIF Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new TIF Note of like amount, interest rate, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated TIF Note or in lieu of and in substitution for the TIF Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the TIF Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the TIF Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar will be named as obligees. The TIF Note so surrendered to the Registrar will be cancelled by them and evidence of the cancellation will be given to the City. If the mutilated, lost, stolen, or destroyed TIF Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new TIF Note prior to payment.

(11) The TIF Note will be prepared under the direction of the City Manager and will be executed on behalf of the City by the signatures of its Mayor and City Manager. In case any officer whose signature appears on the TIF Note ceases to be the officer before the delivery of the TIF Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the TIF Note has been so executed, it will be delivered by the City to the Owner following the delivery of the necessary items delineated in this Section 3.3 of the Agreement.

(12) The City hereby pledges to the payment of the principal and interest of the TIF Note all Available Tax Increment as defined in the TIF Note. Available Tax Increment will be applied to payment of accrued interest first, then the principal of the TIF Note in accordance with the terms of the form of TIF Note set forth in Exhibit B of this Agreement.

(13) Until the date the TIF Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid) remains unpaid, the City will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the TIF Note. The

City irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the City's account for the TIF District upon the payment of all principal and interest to be paid with respect to the TIF Note.

(14) The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the TIF Note certified copies of all proceedings and records of the City, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the TIF Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the City as to the facts recited therein.

Section 3.5. Business Subsidy Act. The Developer represents that the assistance provided in this Agreement is for redevelopment purposes and therefore it does not constitute a business subsidy under the Business Subsidy Act. Minnesota Statutes, Section 116J.993, subd. 3(17) provides an exception from the Business Subsidy Act for redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70% or more of the County assessor's current year's estimated market value. The Developer hereby warrants and represents that its investment in the purchase of the Development Property and the site preparation on such Development Property (net of any portion of such costs to be reimbursed with tax increment or any other subsidies provided by the City or any other governmental entity) will equal at least 70% of the County assessor's estimated market value for the Development Property for the 2025 assessment year, calculated as follows:

Development Property cost	$175,000
Plus Estimated cost of site preparation	$265,000
Equals land cost and site preparation	$440,000
2025 Assessor's Estimated Fair Market Value of development property	$173,800

$440,000 (acquisition and site preparation cost) *less $165,472 (amount of financial assistance provided by the City or another government entity),* equals $274,528 which is 157.9% of $173,800 (assessor's current estimated fair market value)

Section 3.6. Use of Project. The Developer agrees that for itself, its successors and assigns it shall devote the Development Property and Project to, and in accordance with, the uses specified in this Agreement and as approved by the Mankato City Council.

Section 3.7. Reimbursement to Developer. The Developer shall make payment to the City in the amount of $4,400 for the costs to create the Tax Increment District within 30 days of receiving an invoice. The Developer shall be reimbursed for such $4,400 by the City through payment of the TIF Note.

Section 3.8. Prohibition against Transfer of Development Property and Assignment of Agreement The Developer represents and agrees that prior to the termination date of this Agreement, the Developer shall not transfer in any form the Project or the Development Property or any part thereof or any interest therein, or enter into any contract or agreement to do any of the same without the prior written approval of the City. If the City consents to the transfer, said consent shall be delivered to the Developer in writing no later than 45 business days from that date the City receives notice of such assignment or transfer. Consent to transfer shall not be unreasonably withheld, conditioned or delayed by the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property.

Notwithstanding the above, the Developer may grant mortgages or other liens on the Development property to construct or rehabilitate the Development property or to refinance such debt or obtain new debt to finance additional improvements to the Development Property without the City's consent.

Section 3.9. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of the Developer Project Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.10. Review of Taxes.

(1) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will withhold the portion of Available Tax Increment related to property taxes paid with respect to the market value of the Development Property being challenged as part of the Tax Appeal as determined by the City in its sole discretion. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal

is fully resolved and the amount of Available Tax Increment, as applicable, attributable to the disputed tax payments is finalized.

Section 3.11. Insurance. The Developer or its general contractor will provide and maintain, at all times during the process of constructing the Improvements, a Special Form Basis Insurance Policy and, from time to time during that period, at the request of the City no more frequently than once annually, furnish the City with proof of payment of premiums on policies covering the following:

(1) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the applicable portion of the Minimum Improvements at the date of completion, and with coverage available in reporting form on the so-called "special" form of policy;
(2) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and
(3) Workers' compensation insurance, with statutory coverage.

Section 3.12. Evidence of Insurance. All insurance required in this Agreement must be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. Upon written request by the City, the Developer agrees to deposit with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect.

ARTICLE IV
EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. 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:

(1) Failure by the Developer to pay timely any *ad valorem* real property taxes assessed with respect to the Development Property, within 5 days of the due date.

(2) Failure by the Developer to cause the Project to be substantially completed pursuant to the terms, conditions and limitations of this Agreement.

(3) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and fails to correct such failure within 30 days of its receipt of written notice of such failure from the City.

(5) If the Developer:

(a) files 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

(b) makes an assignment for the benefit of its creditors; or

(c) admits in writing its inability to pay its debts generally as they become due; or

(d) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the 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 the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Event of Default has not been cured within said 30 days (or if cure is not reasonably possible within 30 days, Developer has commenced cure within such 30 day period, and diligently prosecutes cure in a reasonable manner, and keeps City informed of such cure).

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure the default and continue their performance under this Agreement.

(2) The City may cancel and terminate this Agreement and the TIF Note, except that no cancellation may be effective at any time that the Developer is proceeding in good faith to cure the defect and/or reasonable assurances to the City as required in (1) above, or if there exists a good faith dispute with the City, mortgagee or creditor as to an event of default as defined above, and the Developer post a bond or other security as reasonably adequate to cure the alleged default.

(3) The City may take any action, including legal or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, 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.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "**Indemnified Parties**") shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any losses, damages, or injuries occurring as a result of any gross negligence or willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any losses, damages, or injuries occurring as a result of anygross negligence or willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment tax increment district" under Minnesota Statutes, Section 469.174, Subdivision 10.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V
DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer if the Project does not proceed.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, sections 4.5 and 4.6 shall remain in effect and the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the Developer Project Costs or to make any further payments on the TIF Note.

ARTICLE VI
ADDITIONAL PROVISIONS

Section 6.1. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development 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.

Section 6.2. 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.

Section 6.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personallyto:
MAH BKS, LLC
Attention: Habib Sadaka
830 N. Broad Street
Mankato, MN 56001

(2) in the case of the City is addressed to or delivered personally to the City at:
City of Mankato, Minnesota
Attention: City Manager
10 Civic Center Plaza
P.O. Box 3368
Mankato, Minnesota 56002-3368

or at such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota. Any lawsuits regarding or arising out of this Agreement shall be instituted and venued in Blue Earth County state district court.

Section 6.6. Expiration. This Agreement shall expire on the Termination Date.

Section 6.7. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.8. Assignability of Agreement. This Agreement may be assigned only with the consent of the City pursuant to Section 3.8.

Section 6.9. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

Section 6.10. Termination of Agreement. After completion of the Developer's obligations hereunder and full payment of the TIF Note, upon the request of the Developer, the City will execute and deliver to the Developer a termination of this Agreement, in recordable form.

[Signatures contained on following page]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed on or as of the date first above written.

THE CITY OF MANKATO

By ______________________________
Susan MH Arntz

Its City Manager

STATE OF MINNESOTA)
) : ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this_____day of_______________, 2025, by Susan MH Arntz the City Manager of the City of Mankato, a Minnesota municipal corporation, on behalf of the City.

____
Notary Public

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

MAH BKS, LLC

By ___________________________________

Its ___________________________________

STATE OF MINNESOTA)
) : ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this____day of____________, 2025 by ___________________________, the ___________________________ of MAH BKS, LLC, a Minnesota limited liability company, on behalf of the company.

____
Notary Public

This instrument was drafted by:
The City of Mankato
Community Development
10 Civic Center Plaza
Mankato, MN 56001

EXHIBIT A

Description of Development Property

North half of Lot 9, and Lot 10, Auditors Plat 27, Blue Earth County, Minnesota.

Subject Property Address: 830 N. Broad Street, Mankato, Blue Earth County, Minnesota 56001

EXHIBIT B

Form of TIF Note

No. R-1 $165,472 or lesser amount

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF MANKATO

TAXABLE TAX INCREMENT REVENUE NOTE, SERIES 202___

(MAH BKS, LLC)

The City of Mankato, Minnesota (the "**City**"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "**Payment Amounts**") to MAH BKS, LLC (the "**Developer**") or its registered assigns (the "**Registered Owner**"), 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 be $________________________ [the lesser of (1) $165,472 or (2) the actual aggregate amounts of the Developer Project Costs as entered on the Ledger which is attached to Exhibit D of the Development Agreement] as provided in that certain Development Agreement, dated as _____________, 2025, as the same may be amended from time to time (the "**Development Agreement**"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple, non-compounded rate of 5 percent (5.0%) per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2028, and on each February 1 and August 1 thereafter to and including February 1, 2043, or, if any of the preceding dates should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "**Payment Dates**"). However, in no event shall the City be obligated to make a payment to the Registered Owner during the occurrence and continuance of an Event of Default under the Development Agreement. On each Payment Date the City 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 of the City preceding such Payment Date Available Tax Increment received by the City. All payments made by the City under this Note shall be applied first to accrued interest and the balance to principal reduction.

The Payment Amounts due hereon shall be payable solely from Available Tax Increment (as defined in the Development Agreement) from the Development Property within the City's Tax Increment Financing District No. 48-1 (the "**Tax Increment District**") within its Development District No. 48 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "**Tax Increment Act**"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement or the TIF Note under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Available Tax Increment will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and terminate the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.4 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City 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 City are pledged to the payment of the principal of or interest on this Note and no property or other asset of the City, save and except the above-referenced Available Tax Increment, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City 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 City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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 City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, charter or statutory limitation thereon.

IN WITNESS WHEREOF, City of Mankato, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Manager and has caused this Note to be dated as of ___________________, 20___.

____________________________	____________________________
City Manager	Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR PROJECT COSTS ARE GIVEN TO THE CITY – REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of ____________________________, 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 Registered Owner	Date of Registration	Signature of Registrar
	____________________, 20___	____________________________

MAH BKS, LLC Federal Tax Identification Number

____

EXHIBIT C

CERTIFICATE OF COMPLETION

The City of Mankato, Minnesota (the "**City**"), a municipal corporation, hereby certifies that all building construction and other physical improvements specified to be done and made by the Developer with respect to the Project on the property legally described on Exhibit A attached hereto have been completed and the above covenants and conditions in said Development Agreement have been performed by the Developer.

THE CITY OF MANKATO

By ______________________________

____

Its ______________________________

STATE OF MINNESOTA)
): ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this_____day of__________________________, 20__, by__________________the________________of the City of Mankato, a Minnesota municipal corporation, on behalf of the City.

____
Notary Public

This instrument drafted by:
City of Mankato
Community Development
10 Civic Center Plaza
Mankato, MN 56001

Exhibit A to Certificate of Completion

The property subject to this Certificate of Completion is legally described as follows:

North half of Lot 9, and Lot 10, Auditors Plat 27, Blue Earth County, Minnesota.

Subject Property Address: 830 N. Broad Street, Mankato, Blue Earth County, Minnesota 56001

EXHIBIT D

PROJECT COSTS – REIMBURSABLE

The table below illustrates the proposed tax increment reimbursable budgetand the estimated amounts of the Developer Project Costs. The Developer shall submit proof of incurring the Developer Project Costs in the amounts specified in the attached ledger.

Developer – TIF Eligible Expenditures	**Amount**
Developer Project Costs - Developer Pay-Go Assistance (Principal Amount)	
• Public Improvements ○ Relocation for the property entrance away from Madison Avenue ○ Sidewalk repairs along Broad Street ○ Utilities along/in boulevard ○ Curb cut repairs and road patching on Broad Street • Site Improvements ○ Foundation excavation ○ Utilities within property boundary ○ Building pad construction and soil stabilization ○ Final grading of site • Building Demolition • Environmental Remediation • Acquisition	$161,072
• Reimbursement of Administrative Expenses	$4,400
Developer TIF Reimbursable Project Costs	**$165,472**

The table below shows the complete schedule of estimated tax increment from the TIF District. Estimated Reimbursements for Developer Projects Costs are shown in column 11.

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Financing (Redevelopment) District No. 48-1
Proposed Broad Street Redevelopment to include 2-story multi-tenant office building
Draft TIF Plan Exhbits: based on $1,042,600 EMV

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 12/30/26 5.00%
12/31/26	173,800	2,607	2,607	0	98.395%	0	0	0	0	0	0
12/31/27	173,800	2,607	2,607	0	98.395%	0	0	0	0	0	0
12/31/28	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	14,779
12/31/29	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	14,075
12/31/30	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	13,405
12/31/31	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	12,767
12/31/32	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	12,159
12/31/33	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	11,580
12/31/34	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	11,028
12/31/35	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	10,503
12/31/36	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	10,003
12/31/37	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	9,527
12/31/38	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	9,073
12/31/39	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	8,641
12/31/40	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	8,230
12/31/41	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	7,838
12/31/42	1,042,600	20,102	2,607	17,495	98.395%	17,214	62	17,152	858	16,294	7,464
						$258,210	$930	$257,280	$12,870	$244,410	$161,072

(1) Total estimated market value based on information provided by City and County
Includes 0% annual market value inflator.
(2) Total net tax capacity based on Commercial-Industrial rate of 1.5% up to $150,000 and 2% over $150,000
(3) Original net tax capacity based on existing land value for the property to be included in the development
(4) Total local tax capacity rate for taxes payable 2025

BAKERTILLY

LEDGER

The City shall reimburse the actual Developer Project Costs an amount not to exceed $161,072 for items listed on this Ledger.

Description of Activity	Date	Amount	Signature of Representative of the City

Additional pages may be added to this Ledger, as may be needed.

EXHIBIT E

FORM OF INVESTMENT LETTER

To the City of Mankato (the "City")
Attention: City Manager

Dated: ___________________, 202__

Re: $____________ Tax Increment Revenue Note (MAH BKS, LLC Project)

The undersigned, as Purchaser of [$161,072 or lesser amount] in principal amount of the above-captioned Tax Increment Revenue Note (MAH BKS, LLC Project) (the "Note"), approved by the City of Mankato on _______________, 202__, hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, as legal counsel to the City, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Development Agreement by and between the City and the Purchaser dated ___________________, 2025 (the "Agreement").

2. The Note is payable solely from Tax Increment pledged to the Note, as defined therein.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.

4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the City and the Note has been issued or prepared by the City, and that, in due diligence, we have made our own inquiry and analysis with respect to the City, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.

6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

7. We acknowledge that the City and Kennedy & Graven, Chartered, as legal counsel to the City, have not made any representations or warranties as to the status of payments on the Note for the purpose of federal or state income taxation.

8. We represent to you that we are purchasing the Note for our own account and not for resale or other distribution thereof, except to the extent otherwise provided in the Note or as otherwise approved in writing by the City.

9. All capitalized terms used herein have the meaning provided in the Agreement unless the context clearly requires otherwise.

10. The Purchaser's federal tax identification number is #_________.

11. We acknowledge receipt of the Note on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Investment Letter as of the date and year first written above.

____

By: ____________________________

STATE OF MINNESOTA)
) ss.
COUNTY OF___________)

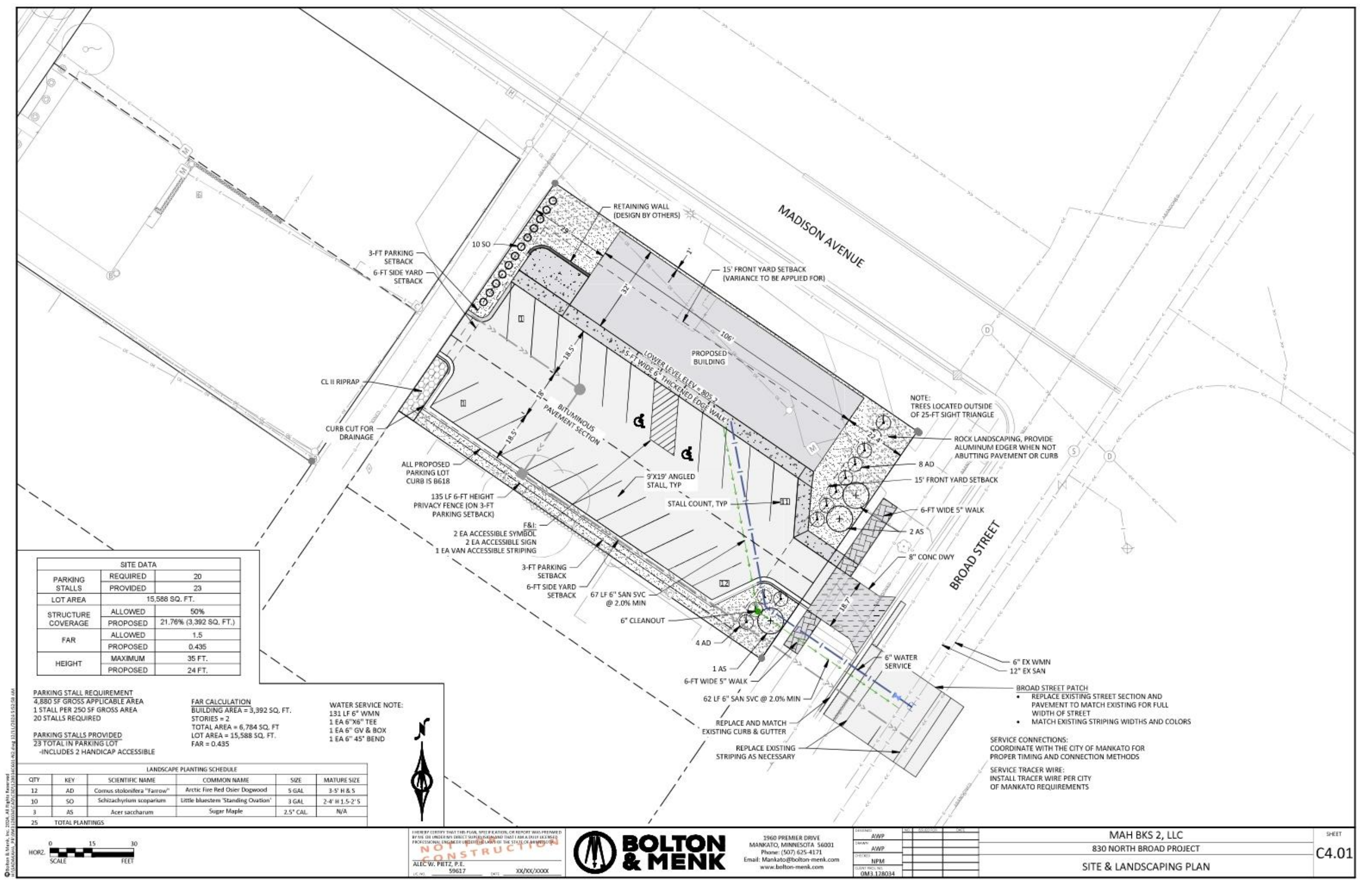
The foregoing instrument was executed before me this _____ day of _______________, 202__, by ______________, the _____________________ of MAH BKS, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

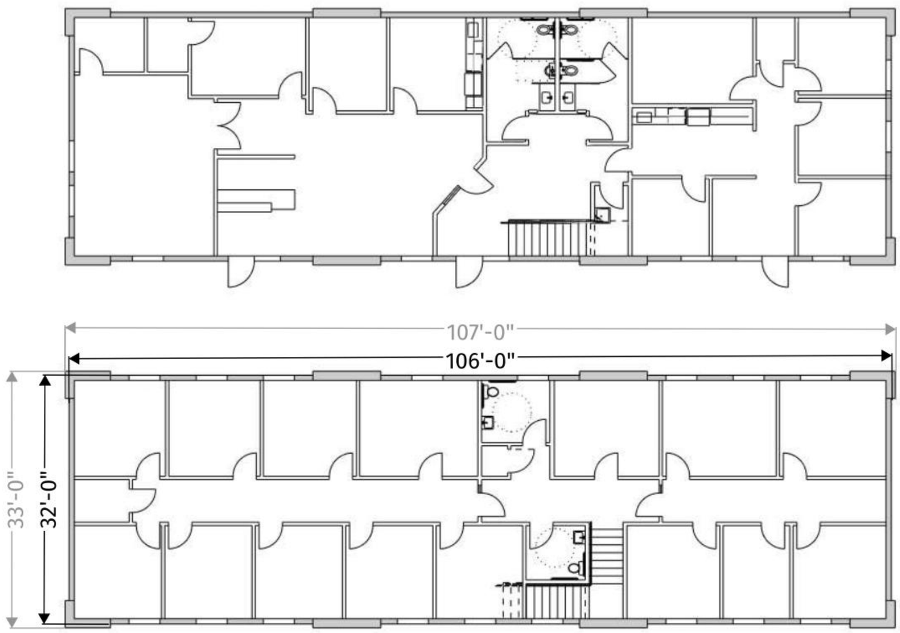
____
Notary Public

EXHIBIT F

PLANS

The following is the list of Plans for the Project:



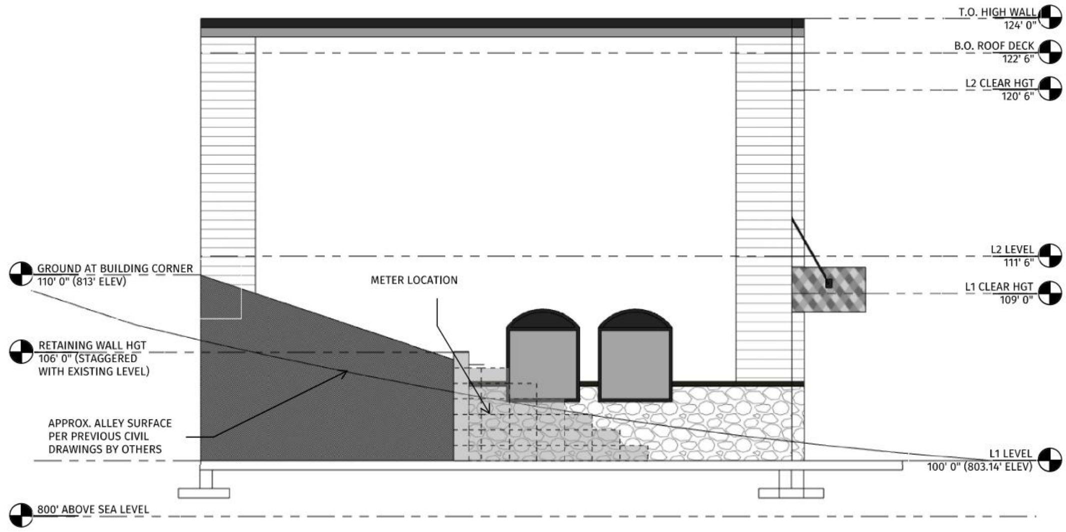


3,392 L1
3,392 L2
6,784 sf TOTAL

APX CONSTRUCTION GROUP

THIS DOCUMENT IS THE PROPERTY OF APX CONSTRUCTION GROUP AND MAY NOT BE USED, COPIED OR DUPLICATED IN ANY WAY WITHOUT WRITTEN CONSENT. DISCLAIMER: Project is Design-Build due to the lack of on-site consultation & supervision, and control over the actual construction process, and because of the various local building code requirements and weather conditions. The Drafter/Designer/Architect assumes no responsibility in the use of these plans for any damages. This includes structural failures due to any deficiencies, omissions, or errors in the design or blueprints. It is recommended that you consult with a local building official and/or inspector prior to the start of the construction. General Contractor shall verify all existing dimensions and field conditions prior to ordering or fabricating any materials. Sizes and dimensions can differ from what is shown on documents. Cross reference plans with all other consultant's sets. All construction shall be installed in accordance with the manufacturer's current specifications and industry standards. All construction components shall meet adopted code requirements.

FLOORPLANS	10/18/2024
830 N. BROAD ST.	5



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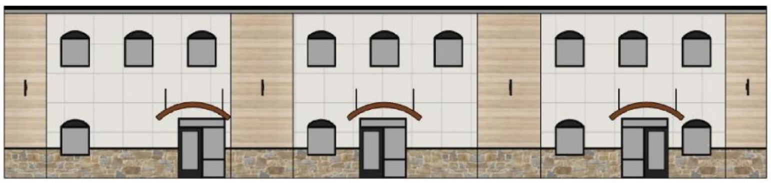
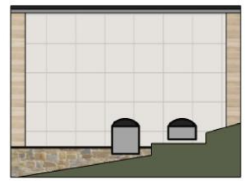
SECTION ELEVATION	10/18/2024
830 N. BROAD ST.	6





① PRELIMINARY ELEVATION -SOUTH SIDE

FINISH KEY | SEE MATERIALS LIST FOR MORE DETAIL			
A	WOOD-LOOK	561 sf	21.95%
B	METAL TRIM	125 sf	4.89%
C	LIMESTONE	337 sf	13.18%
D	HARDIE PANELS	1124 sf	43.97%
E	STORE FRONT	163 sf	6.38%
F	WINDOWS	246 sf	9.62%

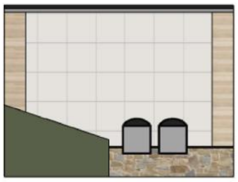
② PRELIMINARY ELEVATION - EAST SIDE

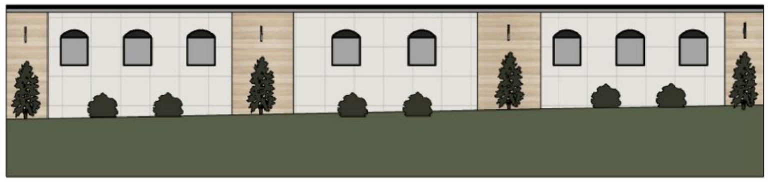
FINISH KEY | SEE MATERIALS LIST FOR MORE DETAIL			
A	WOOD-LOOK	85 sf	12.39%
B	METAL TRIM	37 sf	5.39%
C	LIMESTONE	48 sf	7.00%
D	HARDIE PANELS	486 sf	70.85%
E	STORE FRONT	0 sf	0.00%
F	WINDOWS	30 sf	4.37%

APX CONSTRUCTION GROUP

THIS DOCUMENT IS THE PROPERTY OF APX CONSTRUCTION GROUP AND MAY NOT BE USED, COPIED OR DUPLICATED IN ANY WAY WITHOUT WRITTEN CONSENT. DISCLAIMER: Project is Design-Build due to the lack of on-site consultation & supervision, and control over the actual construction process, and because of the various local building code requirements and weather conditions. The Drafter/Designer/Architect assumes no responsibility in the use of these plans for any damages. This includes structural failures due to any deficiencies, omissions, or errors in the design or blueprints. It is recommended that you consult with a local building official and/or inspector prior to the start of the construction. General Contractor shall verify all existing dimensions and field conditions prior to ordering or fabricating any materials. Sizes and dimensions can differ from what is shown on documents. Cross reference plans with all other consultant's sets. All construction shall be installed in accordance with the manufacturer's current specifications and industry standards. All construction components shall meet adopted code requirements.

SOUTH & EAST ELEVATIONS	10/18/2024
830 N. BROAD ST.	7





(3) ELEVATION - WEST SIDE (ALLEY)

FINISH KEY | SEE MATERIALS LIST FOR MORE DETAIL			
A	WOOD-LOOK	95 sf	14.50%
B	METAL TRIM	35 sf	5.34%
C	LIMESTONE	64 sf	9.77%
D	HARDIE PANELS	423 sf	64.58%
E	STORE FRONT	0 sf	0.00%
F	WINDOWS	38 sf	5.80%

(4) ELEVATION - NORTH SIDE (MADISON AVE)

FINISH KEY | SEE MATERIALS LIST FOR MORE DETAIL			
A	WOOD-LOOK	417 sf	26.23%
B	METAL TRIM	107 sf	6.73%
C	LIMESTONE	0 sf	0.00%
D	HARDIE PANELS	915 sf	57.55%
E	STORE FRONT	0 sf	0.00%
F	WINDOWS	151 sf	9.50%

APX CONSTRUCTION GROUP

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NORTH & WEST ELEVATIONS	10/18/2024
830 N. BROAD ST.	8

STONE B
VETTERSTONE | NATURAL STRATA
*more color variation
(Numerous Patterns are available

METAL PLANK
HARRYWOOD / CORK
*has some color variation to look natural

HARDIE SQUARE PANEL SIDING
48" X 48" - Metal Channel: Silver
Color shown: NAVAJO BEIGE
(Other colors available)

STOREFRONT / WINDOWS
FINISH: MATTE BLACK ALUMINUM

METAL TRIM
FINISH: MATTE BLACK ALUMINUM

CANOPY
FINISH: MATTE BLACK OR EARTHTONE

LIGHTING TO BE DOWNLIGHT ONLY.

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EXTERIOR FINISHES	10/18/2024
830 N. BROAD ST.	10

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EXTERIOR PERSPECTIVES	10/18/2024
830 N. BROAD ST.	9