



Roseville Economic Development Authority (REDA)

Agenda

Monday, September 22, 2025

6:00 PM

City Council Chambers

(Any times listed are approximate – please note that items may be earlier or later than listed on the agenda)

- 6:00 p.m. **1. Roll Call**
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
 - 5. Business Items**
- 6:03 p.m. a. Consider a Resolution authorizing the President and Executive Director to execute the Subordination of the Development Agreement and the Collateral Assignment of the TIF note for 2720 Fairview Group, LLC
- 6:03 p.m. **6. Commission Direction on Commission Member Initiated Agenda Items**
- 6:03 p.m. **7. Approval of Meeting Minutes**
- 6:05 p.m. **8. Adjourn to City Council**


REQUEST FOR COUNCIL ACTION

Date: 9/22/2025
Item No.: 5.a.

Department Approval

Janice Gundlaehr

City Manager Approval

James J. Truagen

Item Description: Consider a Resolution authorizing the President and Executive Director to execute the Subordination of the Development Agreement and the Collateral Assignment of the TIF note for 2720 Fairview Group, LLC

1
2 **Background**

3 The Roseville Economic Development Authority (REDA) entered into a Private Redevelopment
4 Agreement on September 16, 2019, with 2720 Fairview Group, LLC. The developer is looking to
5 refinance for a lower interest rate. In order to refinance, the REDA is being asked to subordinate the
6 Contract for Redevelopment and to allow for reassignment of the TIF note. Section 7.3 of the
7 Redevelopment Agreement allows for this action.

8
9 **Policy Objectives**

10 The REDA's role is to coordinate and administer housing, economic development and redevelopment
11 efforts for the City of Roseville.

12
13 **Equity Impact Summary**

14 Equity impacts have not been evaluated.

15
16 **Budget Implications**

17 There are no budget implications as TIF payments are "pay as you go" and the developer is responsible
18 for paying all third-party fees incurred.

19
20 **Staff Recommendations**

21 Staff recommends authorizing the Subordination of the Development Agreement and Collateral
22 Assignment of the TIF note for 2720 Fairview Group, LLC.

23
24 **Requested Council Action**

25 By motion, adopt the Resolution provided as Attachment 3 authorizing the President and Executive
26 Director to execute the Subordination of the Development Agreement and the Collateral Assignment of
27 the TIF note for 2720 Fairview Group, LLC.

28
29
30 **Prepared by:** Jeanne Kelsey, Housing and Economic Development Program Manager

Attachments: 1. Subordination Agreement
2. Collateral Assignment
3. Resolution

SUBORDINATION OF DEVELOPMENT CONTRACT

THIS SUBORDINATION OF DEVELOPMENT CONTRACT (the “Agreement”) is made and entered into as of September __, 2025, by and between the ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of Minnesota (the “Authority”), and OLD NATIONAL BANK, a national banking association, and its successors and assigns (the “Lender”).

WITNESSETH:

WHEREAS, 2720 FAIRVIEW GROUP, LLC, a Delaware limited liability company (the “Borrower”) is the owner of certain real property located in Ramsey County, Minnesota, legally described on Exhibit A attached hereto (the “Land”); and

WHEREAS, the Borrower and the Authority entered into that certain Contract for Private Redevelopment dated as of September 16, 2019 (together with any amendment thereto approved by Lender, the “Development Contract”), filed of record in the office of the Ramsey County Recorder on July 10, 2020, as Document No. A04821319; and

WHEREAS, pursuant to the Development Contract, the Authority is to execute that certain Tax Increment Revenue Note in the maximum principal amount of \$2,900,000.00 (the “TIF Note”) upon the terms and conditions set forth in the Development Contract; and

WHEREAS, pursuant to a certain Loan Agreement dated as of September __, 2025 by and between Borrower and Lender (“Loan Agreement”), the Lender has agreed to make a loan available to Borrower in the principal amount of up to \$23,025,000.00 (the “Loan”) to refinance a the Borrower’s debt secured by the Land and improvements thereon in accordance with the terms of the Loan Agreement (the Land and the improvements constructed thereon are hereinafter at times collectively referred to as the “Project”). The Loan is evidenced by that certain Promissory Note dated as of September __, 2025, executed and delivered by Borrower and payable to the order of the Lender in the original principal face amount of \$23,025,000.00 (the “Note”) and is secured, inter alia, by (i) a certain Amended and Restated Mortgage and Security Agreement dated as of September __, 2025 from Borrower in favor of Lender encumbering the Project (together with all renewals, amendments, modifications, increases and extensions thereof, the “Mortgage”), filed of record in the office of the Ramsey County Recorder on _____, 2025, as Document No.

_____; (ii) a certain Amended and Restated Assignment of Leases and Rents dated as of September __, 2025 from Borrower in favor of Lender encumbering the Project (together with all renewals, amendments, modifications, increases and extensions thereof, the "Assignment of Rents"), filed of record in the office of the Ramsey County Recorder on _____, 2025, as Document No. _____; and (iii) certain other instruments (such other documents evidencing or securing the Loan, together with the Note, the Loan Agreement, the Mortgage and the Assignment of Rents, as the same may be amended, modified, replaced or restated from time to time, are hereinafter collectively referred to as the "Loan Documents"). Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Loan Agreement; and

WHEREAS, the Lender has required, as a condition to making the Loan, that (a) the Borrower assign all of its rights under the Development Contract to the Lender to secure the obligations of the Borrower to the Lender under the Loan Documents pursuant to that certain Collateral Assignment of Development Contract and TIF Note dated as of September __, 2025 between Borrower and Lender (the "TIF Assignment"), (b) the rights of the Authority under the Development Contract be subordinated to the Mortgage and the Assignment of Rents, and (c) the Authority agree to certain other matters, all as more fully contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. TIF Assignment. The TIF Assignment constitutes a perfected, present and absolute assignment to Lender of Borrower's rights under the Development Contract and of the TIF Note; provided, however, Lender confers on Borrower the right to enforce the terms of the Development Contract so long as no Event of Default (as defined in any of the Loan Documents) has occurred and is continuing under any of the Loan Documents. Upon the occurrence of an Event of Default under any of the Loan Documents, Lender may, in Lender's sole discretion, and in addition to any other rights or remedies available to Lender under this Agreement, the TIF Assignment of the other Loan Documents, give notice to the Authority of its intent to enforce the rights of Borrower under the Development Contract and may initiate or participate in any legal proceedings respecting the enforcement of said rights. Nothing in this Agreement or in the TIF Assignment shall give Lender a greater right than Borrower to enforce the Development Contract. Nothing in this Agreement or the TIF Assignment shall be deemed an assignment by Borrower or an assumption by Lender of Borrower's obligations, duties, covenants or representations under the Development Contract.

2. Authorization to the Authority. The Authority agrees and acknowledges that the TIF Assignment constitutes a perfected, absolute and present assignment, provided that the Lender shall have no right under the TIF Assignment or this Agreement to enforce the provisions of the Development Contract or the TIF Note or exercise any of its rights or remedies under this Agreement until an Event of Default (as that term is defined in any of the Loan Documents) shall occur and be continuing. The payments under the TIF Note may be paid directly to the Borrower; provided, however, upon the written request of Lender or upon occurrence of an Event of Default (as that term is defined in any of the Loan Documents), Lender may, in addition to any other rights or remedies available to it hereunder or under the other Loan Documents, direct the Authority to make all payments under the TIF Note directly to Lender. The Lender and the

Authority acknowledge that in the TIF Assignment, the Borrower irrevocably authorized and directed the Authority to make payments under the TIF Note directly to the Lender 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 assigns or the existence of any Event of Default (as defined in the Loan Agreement), and that the Borrower irrevocably directed and authorized the Authority to pay exclusively to the Lender or its assigns all sums due under the TIF Note. The Lender and the Authority acknowledge that in the TIF Assignment, the Borrower agreed that to the extent such sums are paid to the Lender or its assigns, the Authority shall have no further liability to the Borrower for the same and that 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.

3. Event of Default; Remedies. Subject to the provisions set forth in this Paragraph 3, upon the occurrence of an Event of Default (as that term is defined in any of the Loan Documents), the Lender may, without affecting any of its rights or remedies against the Borrower under any other instrument, document or agreement, exercise its rights under this Agreement as the Borrower's attorney-in-fact in any manner permitted by law and, in addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Borrower of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) calendar days prior to the intended disposition or other action. Furthermore, upon the occurrence and during the continuance of an Event of Default (as that term is defined in any of the Loan Documents), Lender shall have the right (but not the obligation), upon written notice to the Authority, to assume all obligations of Borrower under the Development Contract. Nothing herein contained shall be deemed to affect or impair any rights which Lender may have under the Loan Documents.

4. Consent; Representations and Warranties of the Authority. The Authority acknowledges that the Lender is making the Loan to the Borrower and consents to the same. The Authority also consents to and approves the assignment of the Development Contract and TIF Note (when and if issued) by the Borrower to the Lender as collateral for the Loan; provided, however, that this consent shall not deprive the Authority of or otherwise limit any of the Authority's rights or remedies under the Development Contract and TIF Note and shall not relieve the Borrower of any of its obligations under the Development Contract and TIF Note.

The Authority further represents and warrants to the Lender that (a) the Authority has the corporate power and authority to perform its obligations under the Development Contract (and under the TIF Note once issued), (b) the Development Contract (and the TIF Note once issued) are valid agreements enforceable in accordance with their terms, are in full force and effect and have not been amended, modified, altered, cancelled or surrendered, (c) the Authority is not in default under the Development Contract and that all covenants, conditions, agreements and payments have been performed as required therein, except those not to be performed until after the date hereof, and (d) except for this Agreement, the Authority has not received any notice of a sale, transfer, assignment, hypothecation, encumbrance or pledge of the Development Contract or the TIF Note. To the actual knowledge of the Authority, the Borrower is not in default under the Development Contract.

5. Subordination. The Authority hereby agrees that the rights and remedies of the Authority under the Development Contract hereby are and shall remain at all times completely and unconditionally subject and subordinate to the liens, rights and security interest created by the Mortgage, the Assignment of Rents and the other Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Mortgage, the Assignment of Rents and the other Loan Documents; provided, however, that nothing herein shall be construed as subordinating the requirements contained in the Development Contract that the Project be used in accordance with the provisions of Section 10.3 of the Development Contract, or as subordinating the Authority's rights under the Assessment Agreement (as defined in the Development Contract). Notwithstanding anything herein to the contrary, the Authority shall continue to have the ability to suspend, adjust, or terminate payments on the TIF Note in accordance with its terms if an Event of Default (as defined in the Development Contract) occurs as provided in Section 9.2 of the Development Contract.

6. Approval of Financing. Pursuant to Section 7.1 of the Development Contract, the Authority hereby approves the financing of the Project as contemplated by the Loan Documents.

7. Notice to the Authority. The Lender agrees to use commercially reasonable efforts to provide the Authority with all default notices sent to the Borrower pursuant to the Loan Documents. Failure of the Lender to provide the Authority with a default notice shall not prevent the exercise of the Lender's rights and remedies under the Loan Documents.

8. No Assumption. The Authority acknowledges that the Lender is not a party to the Development Contract, and by executing this Agreement does not become a party to the Development Contract, and specifically does not assume and shall not be bound by any obligations of the Borrower to the Authority under the Development Contract and that the Lender shall incur no obligations whatsoever to the Authority except as expressly provided herein. The TIF Assignment is given only as collateral security, and the Lender shall not be obligated to perform or discharge any obligation or liability of the Borrower under the Development Contract or the TIF Note.

9. Notice from the Authority; Lender Right to Cure and Perform. So long as the Development Contract remains in effect, the Authority agrees to give to the Lender copies of notices of any default or event of default given to the Borrower under the Development Contract. Prior to any termination of the Development Contract and/or the TIF Note, Lender shall have an opportunity to cure such default within a reasonable time. Furthermore, regardless of whether a default or event of default has occurred under the Development Contract, the Authority agrees to accept from Lender any performance tendered under the Development Contract by Lender as if the same were tendered by Borrower; provided however that it is understood and agreed (a) that by tendering performance under any of said agreements, Lender does not assume any of the obligations or duties of Borrower under or with respect to the Development Contract unless Lender expressly assumes the Development Contract in writing as provided in Paragraph 4 above, and (b) Lender shall not be obligated to cure any defaults of Borrower under the Development Contract.

10. Amendments. The Authority hereby represents and warrants to Lender for the purpose of inducing Lender to make advances to Borrower under the Loan Documents that it will not agree to any amendment or modification to the Development Contract or to the TIF Note issued

ATTACHMENT 1

under the Development Contract that materially affects the amount or the collection of Available Tax Increment (as defined in the Development Contract) or that in any way affects the Project without the Lender's written consent.

11. Waiver. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in writing signed by the parties hereto. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

12. Headings. The descriptive headings for the several sections of this Agreement are inserted for convenience only and not to confine or limit any of the terms or provisions hereof.

13. Addresses for Notice. Any notice from, request, demand or communication hereunder shall be deemed fully given if delivered or served by depositing the same with the United States Postal Service, postage prepaid, certified or registered, addressed to the parties as set forth below:

If to the Authority: Roseville Economic Development Authority
Attn: Executive Director
2660 Civic Center Drive
Roseville, MN 55113

with a copy to:

Kennedy & Graven
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402
Attn: Martha Ingram, Esq.

If to the Lender: Old National Bank
1601 Utica Avenue South, Suite 1150
St. Louis Park, Minnesota 55416
Attn: David Larsen

with a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Kristopher D. Lee, Esq.

14. Transfer of Title to the Lender. The Authority agrees that in the event the Lender, a transferee of Lender, or a purchaser at foreclosure sale, acquires title to the Project pursuant to a foreclosure, or a deed in lieu thereof, the Lender, transferee, or purchaser shall not be bound by the terms and conditions of the Development Contract except as expressly provided in this Agreement. Further the Authority agrees that in the event the Lender, a transferee of Lender, or a purchaser at foreclosure sale acquires title to the Project pursuant to a foreclosure sale or a deed in lieu thereof, then the Lender, transferee, or purchaser (provided such party has elected to assume the Development Contract pursuant to Paragraph 4 hereof) shall be entitled to all rights conferred upon the Borrower under the Development Contract, provided that no condition of default exists and remains uncured beyond applicable cure periods in the obligations of the Borrower under the Contract. Further, Lender, or a transferee of Lender, shall have the right to treat the Development Contract as prior to the lien of the Loan Documents and may further assign Borrower's rights under the Development Contract to a purchaser of the Project at the foreclosure or to any purchaser from Lender (or its affiliate) following the acquisition of the Project at the foreclosure or to any purchaser from Lender (or its affiliate) following the acquisition of the Project by a deed in lieu of foreclosure, provided that no condition of default exists and remains uncured beyond applicable cure periods in the obligations of the Borrower under the Development Contract.

16. Successors. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any person who acquires title to the Project through the Lender of a foreclosure of either Mortgage.

17. Severability. The enforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

18. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ATTACHMENT 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY

By _____

Dan Roe
Its President

By _____

Patrick Trudgeon
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Dan Roe and Patrick Trudgeon, the President and Executive Director, respectively, of the Roseville Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota, on behalf of such public body.

Notary Public

[SIGNATURE PAGE TO SUBORDINATION
OF DEVELOPMENT CONTRACT]

ATTACHMENT 1

OLD NATIONAL BANK, a national banking association

By: _____

David Larsen
Its: Senior Vice President

STATE OF MINNESOTA)
)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of September, 2025, by David Larsen, the Senior Vice President of Old National Bank, a national banking association, for and on behalf of the bank.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (MNI)
200 South Sixth Street, Suite 470
Minneapolis, MN 55402
612-337-9300

EXHIBIT A

Legal Description

Lot 1, Block 1, FAIRVIEW AVENUE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota.

40582655v2

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE (this "Agreement") is made and entered into as of the ____ day of September, 2025, by and among the ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the "Authority"), 2720 FAIRVIEW GROUP, LLC, a Delaware limited liability company (the "Borrower"), and OLD NATIONAL BANK, a national banking association, its successors and assigns (the "Lender").

W I T N E S S E T H:

WHEREAS, the Authority and Borrower are parties to that certain Contract for Private Redevelopment dated as of September 16, 2019 (as amended from time to time, collectively, the "Development Agreement"), concerning property legally described on Exhibit A attached hereto and hereby made a part hereof (the "Project"); and

WHEREAS, pursuant to the Development Agreement, the Authority issued that certain Tax Increment Revenue Note Series 2022 dated as of August 1, 2022, in the principal amount of up to \$2,900,000.00 (the "TIF Note"); and

WHEREAS, the Lender intends to make a loan to the Borrower to be evidenced by, among other things, an Amended and Restated Promissory Note of even date herewith (the "Lender Note") in the original principal amount of \$23,025,000.00 (the "Loan"); and

WHEREAS, the Lender has required, as a condition to the making of the Loan, that (a) the Borrower assign all of its rights under the Development Agreement and the TIF Note to the Lender to secure the obligations of the Borrower to the Lender under the Lender Note (the Lender Note and all documents executed in connection therewith are collectively referred to as the "Loan Documents"), and (b) the Authority agrees to certain other matters, all as more fully contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Borrower hereby assigns to the Lender all of its right, title and interest under the Development Agreement and the TIF Note, including, without limitation, the right to receive payments under the TIF Note, to secure the Borrower's obligations under the Loan

Documents. The Borrower shall execute and deliver to the Lender an endorsement to the TIF Note, all to be held by the Lender pursuant to the terms of this Agreement.

2. TIF Note. To perfect the Lender's security interest in the TIF Note, the Authority shall accept the endorsement of the TIF Note from the Borrower to the Lender, and, following the Authority's receipt of the Investor Letter as required by Section 3.3 (d) of the Agreement, the Borrower shall deliver the TIF Note directly to the Lender. Notwithstanding anything in this Agreement to the contrary, including the endorsement of the TIF Note to the Lender, so long as the Authority has not received written notice from the Lender of the occurrence of an Event of Default under the Lender Note, the Authority shall make all payments under the TIF Note directly to the Borrower. The Borrower authorizes and directs the City to make all payments under the TIF Note directly to the Lender upon the occurrence and during the continuance of an Event of Default.

3. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that there have been no prior assignments of the Development Agreement or the TIF Note, that the Development Agreement and the TIF Note will be valid and enforceable agreements and that neither the Authority nor the Borrower is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Borrower agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement and the TIF Note as long as this Agreement is in effect. The Borrower hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Borrower's rights with respect to the Development Agreement and/or the TIF Note for and on behalf of and in the name of the Borrower, or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Borrower could do if this Agreement had not been made.

4. Present Assignment. This Agreement shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Agreement to enforce the provisions of the Development Agreement or the TIF Note or exercise any of its rights or remedies under this Agreement until an Event of Default (as that term is defined in the Lender Note) shall occur and be continuing.

5. Event of Default. Upon the occurrence and during the continuance of an Event of Default (as that term is defined in the Development Agreement), the Lender may, without affecting any of its rights or remedies against the Borrower under any other instrument, document or agreement, exercise its rights under this Agreement as the Borrower's attorney-in-fact in any manner permitted by law and, in addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Borrower of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to the intended disposition or other action.

6. Representations and Warranties of the Authority. The Authority hereby consents and agrees to the terms and conditions of this Agreement. The Authority has not declared an Event of Default under the Development Agreement.

7. No Assumption. The Authority acknowledges that the Lender is not a party to the Development Agreement or TIF Note and by executing this Agreement does not become a party to the Development Agreement, and specifically does not assume and shall not be bound by any obligations of the Borrower to the Authority under the Development Agreement.

8. Default Under Development Agreement. Notwithstanding anything to the contrary in the Development Agreement, if the Lender exercises its rights under this Agreement or under the Loan Documents, the Authority will not declare an event of default under the Development Agreement; provided, however, that the Authority's obligations under the Development Agreement, and in any event, Authority's obligation to make payments under the TIF Note is conditioned upon performance by the Borrower or the Lender or their successors of all of the Borrower's obligations under the Development Agreement to the extent provided in the Development Agreement.

9. Notice from the Authority. So long as the Development Agreement remains in effect, the Authority agrees to give to the Lender copies of notices of any event of default given to the Borrower under the Development Agreement.

10. Amendments. The Authority and the Borrower agree that no change or amendment shall be made to the terms of the Development Agreement or the TIF Note without the prior written consent of the Lender.

11. Waiver. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in writing signed by the parties hereto. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

12. Headings. The descriptive headings for the several sections of this Agreement are inserted for convenience only and not to confine or limit any of the terms or provisions hereof.

13. Addresses for Notice. Any notice from, request, demand or communication hereunder shall be deemed fully given if delivered or served by depositing the same with the United States Postal Service, postage prepaid, certified or registered, addressed to the parties as set forth below:

If to the Authority: Roseville Economic Development Authority

2660 Civic Center Drive

Roseville, Minnesota 55113

Attention: Executive Director

If to the Borrower: 2720 Fairview Group, LLC
4450 Excelsior Boulevard, Suite 400
St. Louis Park, Minnesota 55416
Attention: _____

If to the Lender: Old National Bank
1601 Utica Avenue South, Suite 1150
St. Louis Park, Minnesota 55416
Attention: David Larsen

14. Transfer of Title to Lender. The Authority agrees that in the event the Lender, a transferee of the Lender, or a purchaser at foreclosure sale, acquires title to the Project pursuant to foreclosure, or a deed in lieu thereof, the Lender, transferee or purchaser shall not be bound by the terms and conditions of the Development Agreement.

15. Rights of Authority. Nothing herein limits the Authority's ability to exercise its rights and remedies under the Development Agreement.

16. Successors. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Severability. The enforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

18. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

13930.423
40318269v2

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**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT
AGREEMENT AND TIF NOTE]**

**ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY**, a public
body corporate and politic and political
subdivision of the State of Minnesota

By: _____
Daniel Roe, President

By: Patrick Turgeon, Executive Director

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Daniel Roe and Patrick Trudgeon the President and Executive Director of Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, for and on behalf of said public body corporate and politic and political subdivision of the State of Minnesota.

Notary Public

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT
AGREEMENT AND TIF NOTE]**

**2720 FAIRVIEW GROUP, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by,
_____, the _____ of 2720 Fairview Group, LLC, a Delaware limited
liability company, for and on behalf of said limited liability company.

Notary Public

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT
AGREEMENT AND TIF NOTE]**

OLD NATIONAL BANK, a national banking
association

By: _____
David Larsen
Its: Senior Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by,
David Larsen, the Senior Vice President of Old National Bank, a national banking association, for
and on behalf of said national banking association.

Notary Public

EXHIBIT A

(Legal Description)

[To be inserted]

**EXTRACT OF MINUTES OF MEETING
OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

8 Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners
9 (the “Board”) of the Roseville Economic Development Authority (“REDA”) was duly
10 held on the 22nd day of September, at 6:00 p.m.

12 The following members were present:

14 and the following were absent: _____.

16 Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING COLLATERAL
ASSIGNMENT OF DEVELOPMENT AGREEMENT
AND TIF NOTE AND SUBORDINATION AGREEMENT**

24 WHEREAS, REDA entered into a Contract for Private Redevelopment, dated September
25 16, 2019 (the “Original Agreement”), with 2720 Fairview Group, LLC, a
26 Delaware limited liability company (the “Redeveloper”), pursuant to which
27 the Developer agreed to construct a multifamily rental facility and
28 associated parking (the “Minimum Improvements”) on certain property in
29 Roseville, Minnesota (the “Redevelopment Property”); and

31 WHEREAS, on March 9th, 2020, the Authority approved the execution and delivery of
32 a First Amendment to Contract for Private Redevelopment (the “First
33 Amendment” together with the Original Agreement, the “Agreement”)
34 wherein REDA agreed to amend the Original Agreement to provide
35 assistance for a portion of Developer’s costs of environmental
36 remediation; and

37 WHEREAS, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended
38 (the “TIF Act”) and the Agreement, on August 1, 2022, REDA issued a
39 Tax Increment Revenue Note (Fairview Multifamily Project) (the “TIF
40 Note”) in the amount of \$2,900,000 to the Redeveloper to assist with the
41 financing of the Minimum Improvements, in exchange for, among other
42 things, the Redeveloper executing and recording an Assessment
43 Agreement and Assessor’s Certification by and between REDA and the
44 Redeveloper (the “Assessment Agreement”) on the Redevelopment
45 Property; and

46 WHEREAS, Redeveloper now seeks to refinance the Minimum Improvements, and
47 such refinancing will place permanent debt on the Minimum
48 Improvements, and Old National Bank, a national banking association (the
49 "Lender"), has agreed to provide such refinancing to Redeveloper. As a
50 condition of such refinancing to Redeveloper, Lender requires that
51 Redeveloper assign its rights to and interests in the TIF Note and the
52 Agreement, to the Lender and that REDA consent to the assignment
53 thereof, and to certain other matters; and
54

55 WHEREAS, There has been presented before the Board a form of Collateral
56 Assignment of Development Agreement and TIF Note (the "Collateral
57 Assignment") to be executed by the Redeveloper, REDA, and the Lender,
58 which sets forth the terms of the Redeveloper's assignment of its rights
59 and interest in the Agreement and the TIF Note to the Lender and the
60 consent of REDA to such assignment and REDA's agreement to certain
61 other matters; and
62

63 WHEREAS, Section 7.3 of the Agreement allows that the Authority agrees to
64 subordinate its rights under the Agreement to the Holder of any Mortgage
65 securing permanent financing, in accordance with the terms of a
66 subordination agreement in a form reasonably acceptable to the authority
67 and approved by the Authority by formal action; and
68

69 WHEREAS There has been presented before the Board a Subordination Agreement
70 (the "Subordination Agreement") subordinating certain of REDA's rights
71 under the Agreement to the Lender;
72

73 NOW, THEREFORE, BE IT RESOLVED as follows:
74

- 75 1. The Board hereby approves the Collateral Assignment and the
76 Subordination Agreement in substantially the form presented to the Board,
77 together with any related documents necessary in connection therewith
78 (collectively, the "Documents").
79
- 80 2. The Board hereby authorizes the President and Executive Director, in their
81 discretion and at such time, if any, as they may deem appropriate, to
82 execute the Documents on behalf of REDA, and to carry out, on behalf of
83 REDA, REDA's obligations thereunder when all conditions precedent
84 thereto have been satisfied. The Documents shall be in substantially the
85 form on file with REDA and the approval hereby given to the Documents
86 includes approval of such additional details therein as may be necessary
87 and appropriate and such modifications thereof, deletions therefrom and
88 additions thereto as may be necessary and appropriate and approved by
89 legal counsel to REDA and by the officers authorized herein to execute the
90 Documents prior to their execution; and said officers are hereby
91 authorized to approve said changes on behalf of REDA. The execution of

ATTACHMENT 3

92 any instrument by the appropriate officers of REDA herein authorized
93 shall be conclusive evidence of the approval of such document in
94 accordance with the terms hereof. This resolution shall not constitute an
95 offer and the Documents shall not be effective until the date of execution
96 thereof as provided herein.
97

98 3. In the event of absence or disability of the officers, any of the Documents
99 authorized by this resolution to be executed may be executed without
100 further act or authorization of the Board by any duly designated acting
101 official, or by such other officer or officers of the Board as, in the opinion
102 of the city attorney, may act in their behalf. Upon execution and delivery
103 of the Documents, the officers and employees of the Board are hereby
104 authorized and directed to take or cause to be taken such actions as may be
105 necessary on behalf of the Board to implement the Documents.
106
107

108 The motion for the adoption of the foregoing resolution was duly seconded by Member
109
110 , and upon a vote being taken thereon, the following voted in favor thereof:
111
112 and the following voted against the same:
113

114 WHEREUPON said resolution was declared duly passed and adopted.
115