City of North St. Paul
Economic Development Authority
Regular Meeting Agenda

October 11, 2022
3:00 PM

The October 11, 2022 Economic Development Authority meeting will be conducted at 3:00 p.m. The meeting location is the Sandberg Room at City Hall, located at 2400 Margaret St., North St. Paul.

Members of the public are permitted to attend the meeting in person, however, it is encouraged to view the meeting remotely. Instructions can be found below.

October 11, 2022 **Zoom meeting can be accessed via:** https://tinyurl.com/NSPEconDevAuth
(**from a PC, Mac, tablet, iPhone or Android device)**
or by phone at US: +1 929 205 6099 or +1 301 715 8592
Participants joining the meeting by phone please use the following passcode: 86929140679

The Economic Development Authority Zoom meeting will be 'open to the public to listen in but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

Robert Dew, Chair
Kevin Fuller, Vice Chair
Don Jensen, Treasurer
Tom Schifsky
Archie Vickerman
Terry Furlong, Mayor/Council Representative
Tim Cole, Council Representative
Brett Garry, Business Association Representative

STAFF

Brian Frandle, Executive Director
Lisa Ritchie, EDA Admin. Assistant

IV. Adopt Agenda

V. Approval of Minutes

A. Approval of the 9/13/2022 Meeting Minutes

VI. Meeting Open to the Public

This Open Forum is an opportunity for persons to address the Economic Development Authority on items not on the agenda. A completed public comment form should be presented to the staff liaison prior to the meeting. Comments will be limited to 3 minutes per person. While the Authority may ask clarifying questions of the speaker, no formal action by the Authority or discussion will be held on these items.

VII. Authority Business & Action Items

A. 2395 Margaret Street - PUD Concept Review

B. 2579 7th Street (Between Sidewinders & Fallen Angels Tattoo)_9/13/22

C. Review MAC's Contract

VIII. Old Business

A. River of God Church_9/13/22

B. FKA: Ground Round site_9/13/22

C. Target Vacant Lot Clean up_9/13/22

D. Knick Knack Building - Possible repurchase?_9/13/22

E. McKnight Left Turn Lane_9/13/22

F. Oil Can Henry's_9/13/22

IX. Executive Director Report

X. Treasurer's Report

A. Financials

XI. Chair Report

XII. Mayor Report

XIII. Reports from EDA Members

XIV. Reports from Staff

XV. Adjournment

The next regularly scheduled Economic Development Authority meeting is November 8, 2022

City of North St. Paul
Economic Development Authority
Regular Meeting Minutes

September 13, 2022
3:00 PM

I. Call to Order

Chair Dew called the meeting to order at 3:00 PM

II. Pledge of Allegiance

III. Roll Call

Robert Dew, Chair
Kevin Fuller, Vice Chair EXCUSED ABSENCE
Don Jensen, Treasurer
Tom Schifsky EXCUSED ABSENCE
Archie Vickerman
Terry Furlong, Mayor/Council Representative
Tim Cole, Council Representative EXCUSED ABSENCE
Brett Garry, Business Association Representative ARRIVED LATE

STAFF
Lisa Ritchie, EDA Admin. Assistant
Brian Frandle, City Manager/Executive Director
Craig Waldron, Consultant

IV. Adopt Agenda

Dew asked for a motion to adopt the agenda. It was moved by Vickerman and seconded by Jensen. All present voting aye. Motion carried.

Dew requested to add 7C. Review of Subordination Agreement to Mac's Diner Lender.

V. Approval of Minutes

A. Approval of the August 9, 2022 Meeting Minutes

Under E. EDA Levy, Dew clarified that he stated he was not going to use the EDA surplus to fund the budget but will use it for projects in 2023.

Dew asked for a motion. It was moved by Mayor Furlong and seconded by Jensen to approve the August 9, 2022 meeting minutes as submitted. All present voting aye. Motion carried.

VI. Meeting Open to the Public

Note: This is a courtesy extended to persons wishing to address the committee who are not on the agenda. A completed public comment form should be presented to the Arts and Culture Commission Committee Secretary prior to the meeting; presentationswill be limited to 3 minutes. This session will be limited to 15 minutes.

Open Windows Production, Henry Schneider, provided a presentation showing how to promote the City of North St. Paul. Mayor Furlong requested him to be a part of this as he did a marketing piece for the EDA a while ago. Mr. Schneider thanked the EDA for the opportunity and stated he loves this community and wants to see the tradition of live, work, play here. He played a 3-minute video showcasing what he does. Chair Dew suggested sitting down with him and looking at next steps and what costs look like. Mayor Furlong stated the opportunity for this is now, noting a lot of new residents and businesses are looking at our side of town. Chair Dew suggested including the City Council, Arts and Culture, and Parks and Recreation to do a collective video marketing North St. Paul. Chair Dew added he will set up a meeting with City staff and discuss the next steps.

Mr. Olson is also looking to open up a skate shop and commented that it could potentially land in North St. Paul.

VII. Authority Business & Action Items

A. JB Vang Memorandum of Understanding

Craig Waldron**,** Consultant, defined the memorandum of understanding as a standard 90-day agreement to work exclusively with a specific developer. Staff and City Attorney Mattick recommended entering into the agreement with modified dates. Chair Dew added this would require 2 signature blocks; one from the Executive Director and one from the EDA Chair.

Chair Dew asked for a motion. It was moved by Mayor Furlong and seconded by Vickerman to approve the JB Vang Memorandum of Understanding as revised to include modified dates and the requirement of 2 signatures. All present voting aye. Motion carried.

Mr. Waldron stated City Planner Brandy Howe laid out time frames and came up with the October 18th workshop to include Chair of EDA and Planning Commission. Chair Dew inquired about the price of the land. Mr. Waldron noted the basic planning and engineering will take some work and questioned if it qualifies as a TIF district. Chair Dew recommended that it come through EDA before it goes to City Council and he would encourage the developer to talk to the adjacent property owner, if necessary. Mr. Waldron stated it will come back to the EDA.

B. Lillie Building Update

Mr. Waldron updated the EDA and stated the Planning Commission approved all elements at the Sept. 1st meeting and it will go to City Council on Sept. 20th. Chair Dew noted he received a copy of the Phase 2 environmental report and found the corner contained a gas station in the past but nothing was found to prohibit it from moving forward. Chair Dew added the clean-up will go all the way to the corner, a fair amount of removals will be considered environmental waste that will go to an environmental landfill, and require a vapor barrier.

C. Review of Subordination of Mac's Diner Lender

Chair Dew stated the City was first in line and the lender requested to enter into a subordinate loan agreement that would place the City second in line behind the lender.

Dew asked for a motion. It was moved by Vickerman and seconded by Mayor Furlong to authorize the execution of the subordination agreement to Bank Vista on the City's debt to Mac's Diner. Three voted aye (Dew, Vickerman and Furlong) and 1 abstained (Jenson). Motion failed.

Chair Dew requested this be tabled until next meeting to ensure an effective quorum.

VIII. Old Business

A. River of God Church

Mayor Furlong suggested this be done as a team. Chair Dew recommended discussing this deal with the person on the ground before we move forward on an appeal. Ms. Ritchie stated the MN headquarters are located in Minneapolis and Mayor Furlong will reach out and set up a meeting. Ms. Ritchie will provide a hard copy of redevelopment master plan to bring with.

B. FKA: Ground Round Site

Mr. Frandle noted the citation was handed out and the owner contacted the City and requested information to get back in compliance. The owner reached out stating the land may be ready for sale in the future.

C. Target Vacant Lot Clean-Up

This item was discussed in conjunction with other topics.

D. Oil Can Henry's

Mr. Frandle stated it was recently purchased and ownership information is in the packet. Chair Dew recommended keeping it as an old business item and adding it into the Sept. 13th meeting if it ever needs to be looked at in the future.

E. McKnight Left Turn Lane (moved to Item A due to Mr. Dawley's schedule)

Mr. Dawley provided an update stating a modification of a raised concrete median to allow northbound traffic a turn lane and future development. Mr. Dawley stated he spoke to the past county engineer and verified modifications. City staff is working with Ramsey County staff and will have a follow up conversation. This is not part of the CIP so other funding sources will be needed. Mayor Furlong recommended including Target in the conversations. Chair Dew suggested Mayor Furlong make the contact. Mr. Dawley added a letter from surrounding businesses in support of this would be very helpful. Vickerman agreed and noted opening up dialogue with Target will create a strong relationship with them.

F. 2579 Green Space or Skate Park (moved to Item B)

Mr. Dawley stated soil borings were completed and found no issues with groundwater. The soil borings did indicate locations of buried masonry but found no evidence of a full slab or footings. The report did note one of the borings identified a lot of fill that will need to be removed in the future. Mr. Dawley stated the site is in good shape for moving forward with a parklet. The concept sketch plan with show a small parking area adjacent to Seppala Blvd. and the estimated cost would be approximately $75,000 with portions of the work done by Public Works decreasing the overall cost to approximately $45,000. Chair Dew requested staff archive this report in order to have access to the boring reports. Mr. Dawley stated this item is ready to go in front of City Council as is.

Chair Dew suggested adding a proposal to present other agencies in the City including City Council and then bring it back to EDA to formalize and make motion. Chair Dew believed we do not have enough documentation yet and stated he will work directly with Mr. Dawley prior to the next EDA meeting. Mr. Dawley noted the EDA would be funding a portion of it and looking to receive other funding before it goes to Planning Commission.

G. Knick Knack Building

Mayor Furlong stated he talked with Council Member Cole and could make another offer. Chair Dew noted the asking price for this building is currently $299,000. Chair Dew questioned if it was purchased by someone else, would the City lose access to the alley. Chair Dew recommended taking action at a later date, if needed, and to use the City versus a real estate agency. Mr. Frandle will make the contact.

H. Commercial Properties Listed for Sale on North St. Paul City Website

Ms. Ritchie stated she made contact and has not heard back from them. Community and Development Director Erpenbach noted it is not a service the City pays for and recommended it be taken down. The conversation continued about properties North St. Paul has for sale. Ms. Erpenbach recommended using a web designer to create a website of available properties for sale.

IX. Executive Director Report

Mr. Frandle already provided an update

X. Treasurer's Report

A. Financials

Jensen will reach out to Finance Director Daniel Winek for specifics on Mac's Diner and will have more information at the next meeting. Jensen noted the EDA budget is in good standing. Chair Dew requested putting Mac's loan contract on the agenda so the EDA knows the annual responsibilities and provided the 2023 EDA budget to Mr. Winek. Mr. Frandle noted the budget will contain approximately the same numbers as last year.

XI. Chair Report

Dew stated his items were already discussed in conjunction with other items.

XII. Mayor Report

Mayor Furlong reported meeting with the potential developer of the 17th and Delaware St. property. EDA requested a proposal and ideas for this development. Mayor Furlong questioned if this would go through the Planning Commission. Mr. Frandle noted the EDA has been focused on the downtown area. Chair Dew stated this project will go to the Housing Redevelopment Authority. Deputy City Clerk Jennie Kloos stated she will schedule a Housing Redevelopment Authority meeting, put this on the agenda, and include Brent Garry from the Business Association.

XIII. Reports from EDA Members

Chair Dew inquired about the Economic Development Coordinator position. Mr. Frandle stated it was posted 2 days ago. Mayor Furlong noted the City will install irrigation and plantings downtown in the fall or next spring.

XIV. Reports from Staff

Ms. Ritchie stated the presentation for the housing study will be at the City Council workshop meeting on Oct. 4th and noted the EDA is invited to attend. Mr. Waldron suggested doing the presentation for all involved and as long as it is a presentation a quorum is not required. Chair Dew will not be able to attend and recommending forwarding any questions or comments to him, noting Vice Chair Fuller will be present.

XV. Adjournment

Dew requested a motion to adjourn the meeting. It was moved by Mayor Furlong moved and seconded by ?? to adjourn the meeting. All present voting aye. Motion carried.

CONCEPT A

CONCEPT A

URBANWORKS

JB VANG

2395 MARGARET ST N - NORTH ST. PAUL

NORTH ST PAUL, MN / 09.30.2022 / 21-0588

EXTERIOR CONCEPTS

CONCEPT B

URBANWORKS | JB VANG | 2395 MARGARET ST N - NORTH ST. PAUL
NORTH ST PAUL, MN / 09.30.2022 / 21-0588
EXTERIOR CONCEPTS

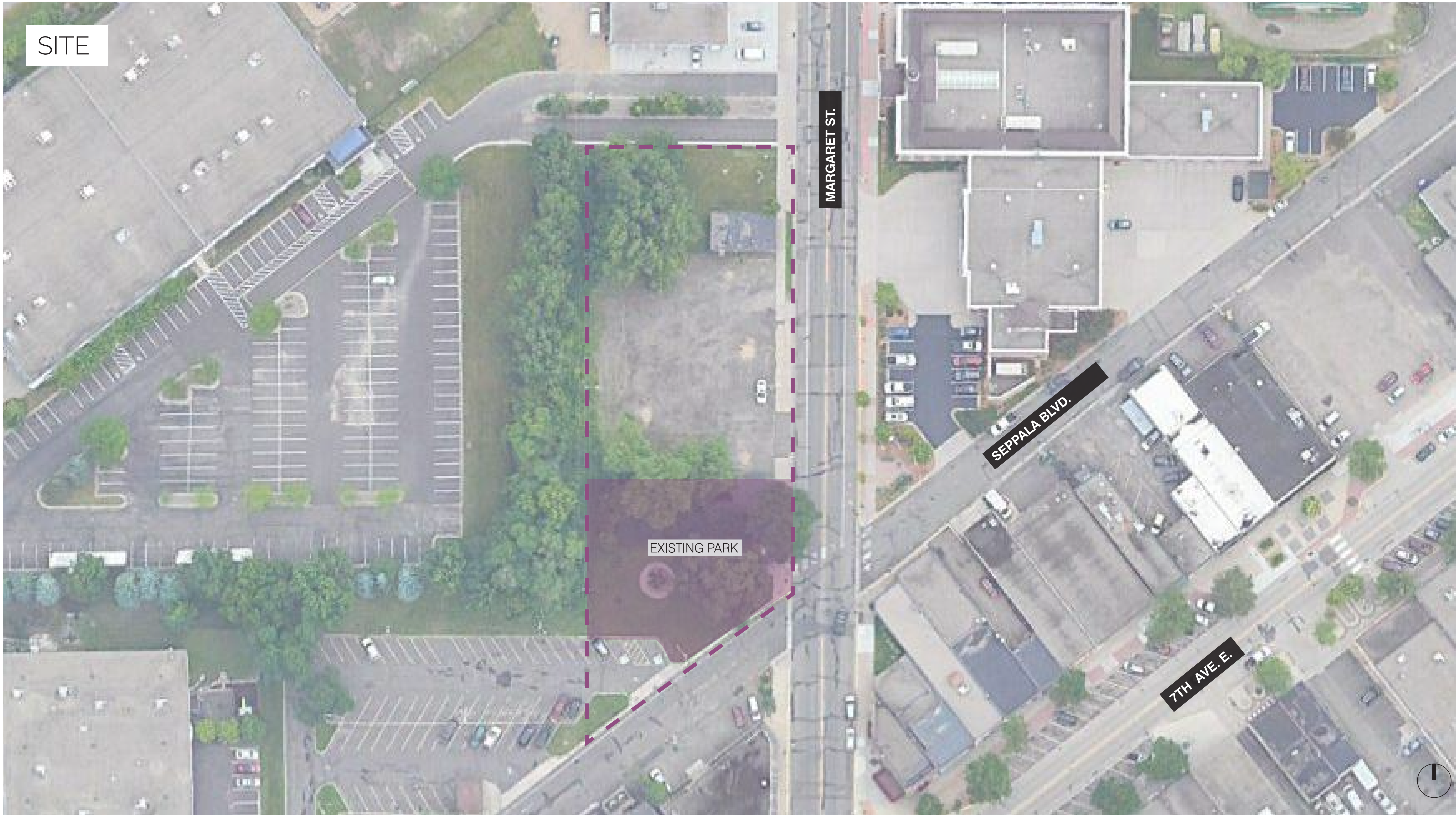
CONCEPT B

URBANWORKS

JB VANG

2395 Margaret St N - North St. Paul

ST. PAUL, MN / 09.21.2022 / 21-0588



URBANWORKS

JB VANG

2395 Margaret St N - North St. Paul

ST. PAUL, MN / 09.21.2022 / 21-0588

URBANWORKS

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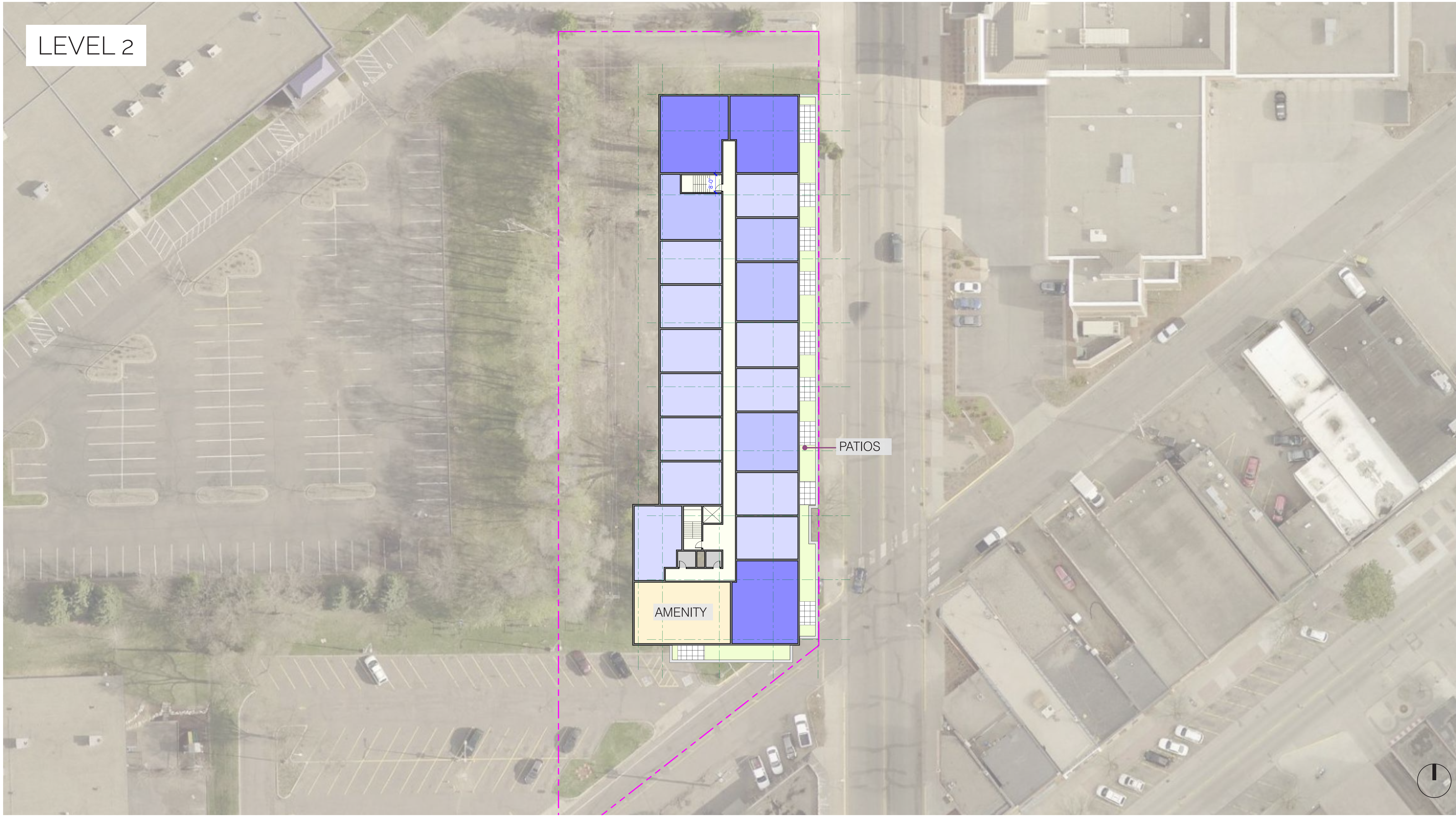

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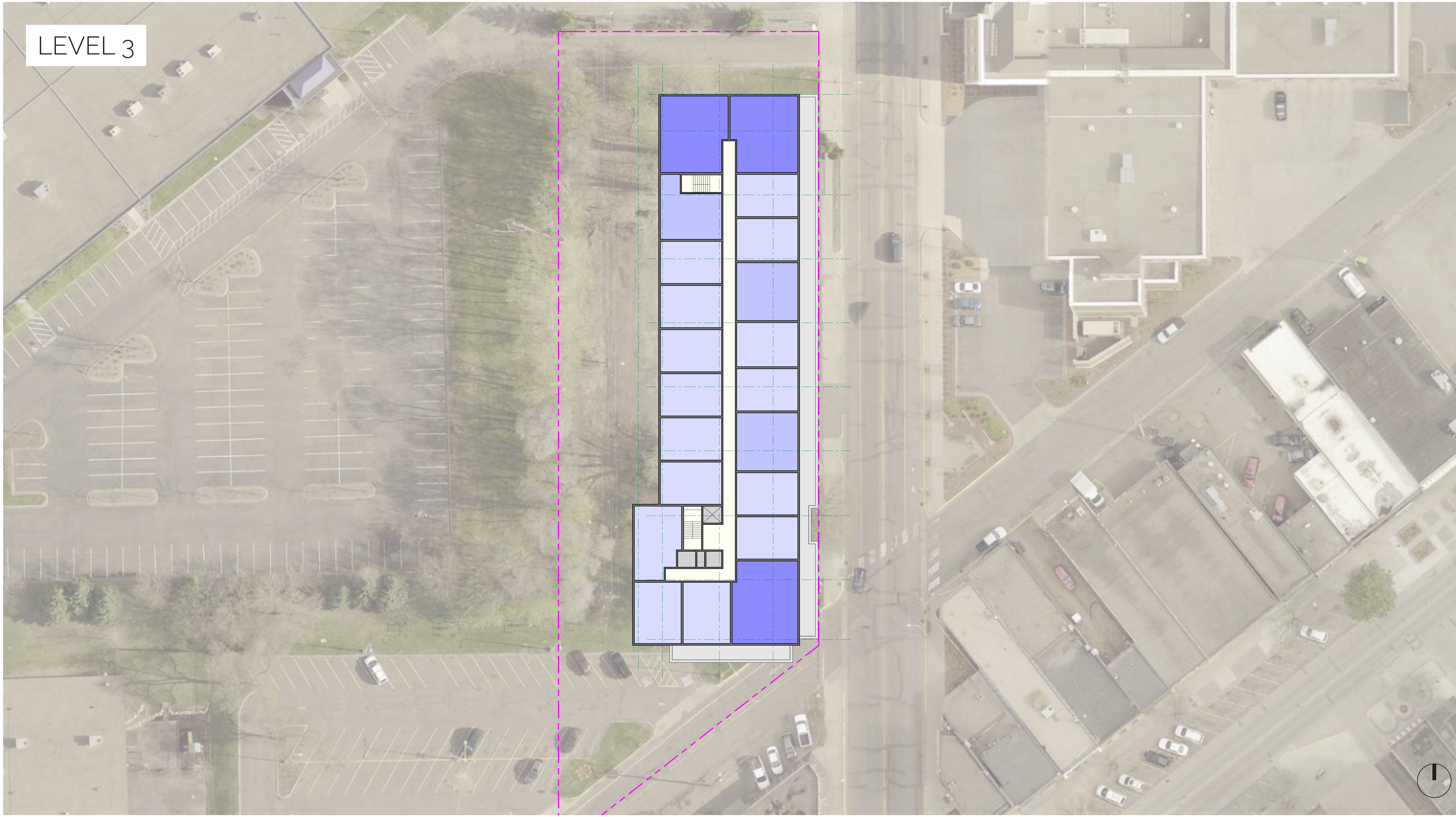
ST. PAUL, MN / 09.21.2022 / 21-0588



URBANWORKS

JB VANG

2395 Margaret St N - North St. Paul

ST. PAUL, MN / 09.21.2022 / 21-0588

DEVELOPMENT SUMMARY: 2395 Margaret St N, North St. Paul

Updated 2022-09-19

DESCRIPTION	TOTAL	PARKING				COMMERCIAL	RESIDENTIAL					
	Gross SF	Parking GSF	Structured Parking	Surface Parking	Total Parking	Commercial GSF	Residential GSF	Amenity	NLSF	Efficiency	Residential Parking	Residential Units
1 Lobby / Parking / Units	16,118	10,328	30	35	65	2,200	3,590	3,590	-	0%	65	
2 Units	16,154						16,154	1,165	11,691	72%		19
3 Units	16,154						16,154		12,600	78%		21
4 Units	16,154						16,154		12,600	78%		21
	64,580 Gross SF	**10,328** Parking GSF	**30** Structured Parking	**35** Surface Parking	**65** Total Parking	**2,200** Commercial GSF	**52,052** Residential GSF	**4,755** Amenity	**36,892** NLSF	**71%** Efficiency	**65** Residential Parking	**61** Residential Units

METRICS

Site SF	39,380	SF
Site Acreage	0.90	Acres
Dwelling Units	61	DU
Dwelling Unit per Acre	67	DU/Acre
Residential Parking Ratio Per Unit	1.07	Stalls/Unit
Residential Parking Ratio Per Bedroom	0.93	Stalls/Bed
FAR	1.38	

RESIDENTIAL MIX

Unit Type	Mix	Qty	Total Beds	Avg Unit NLSF	Total NLSF
Micro	0%	-	-	350	-
Studio	70%	43	43	500	21,500
1 BR	15%	9	9	678	6,239
2 BR	15%	9	18	1,017	9,153
3 BR	0%	-	-	1,200	-
	100%	61	70	603	36,892

NORTH ST. PAUL
extraordinary.

Agenda Information Memorandum

To	Date
Executive Director and Authority Members	October 11, 2022

Agenda Placement # VII.B

Authority Business & Action Items

Subject

2579 7th Street (Between Sidewinders & Fallen Angels Tattoo)_9/13/22

Background/Facts

At the last EDA meeting, Robert requested a formal recommendation be made to the City Council for review.

Recommended Action

Attachments

1. 019238_North St. Paul_Concept Plan 09-22-2022

Respectfully submitted,
Lisa Ritchie, Administrative Assistant

wsb

WSB PROJECT NO.:
019238-000
MAY 03, 2022

NORTH ST. PAUL 2579 POCKET PARK MASTER PLAN

WSB PROJECT NO.:
019238-000
MAY 03, 2022

NORTH ST. PAUL 2579 POCKET PARK MASTER PLAN

0 20 40
H: SCALE IN FEET
N

NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY
$125,000 FORGIVABLE LOAN TO
NSP HOSPITALITY INC.

Closing Date: April 30, 2022

PART I. Documents and Agreements

1. Loan Agreement
2. Promissory Note
3. Security Agreement
4. Filed UCC-1 Statement

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is made this 30th day of April, 2022, between the **NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic under the Constitution and laws of the State of Minnesota (the "Authority"), and **NSP HOSPITALITY INC.**, a Minnesota corporation (the "Borrower").

RECITALS

A. The Authority is authorized pursuant to Minnesota Statutes, Sections 469.090 through 469.108, and Section 469.192 (the "Act"), to make a loan to the Borrower for the purpose of undertaking the Project (as defined below).

B. Pursuant to and in accordance with the provisions of the Act and at the request of the Borrower, the Authority agrees to loan the Borrower the sum of $125,000 from available funds of the Authority for the purpose of providing funds to the Borrower to pay or reimburse all or a portion of the costs of acquiring and installing certain equipment (the "Equipment") at a restaurant facility to be located at 2526 7th Avenue in the City (the "Project").

C. In consideration for receiving the loan contemplated by this Agreement, the Borrower is executing and delivering to the Authority this Agreement, a Promissory Note of even date herewith (the "Note"), and a Security Agreement of even date between the Authority and the Borrower, pursuant to which the Borrower is granting the Authority a lien in certain equipment (the "Equipment ").

D. The Authority has concluded that the Project and the fulfillment of this Agreement are consistent with the Authority's goals, as set forth in its comprehensive plan, of (i) possessing a progressive image for redevelopment while maintaining a sense of the community heritage, (ii) engaging in in creative placemaking that fosters an environment of economic and employment opportunity so that residents can work, shop and play near their homes, and (iii) fostering a strong and diverse business base with planned and organized growth, timely allocation of resources and investment of public dollars. Consistently with the public purpose and provisions of the applicable state and local laws and requirements under which the Project is being undertaken and assisted, the Authority is providing the Loan (i) for the purpose of economic development within the powers given to it in the Act and (ii) to make a loan to a business, a for-profit or nonprofit organization, or an individual in accordance with Section 469.192 for any purpose that the Authority is otherwise authorized to carry out pursuant to the Act.

E. Other than certain reporting requirements, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because the assistance given to the Borrower under this Agreement is a business subsidy of less than $150,000.

ACCORDINGLY, to induce the Authority to make the Loan to the Borrower, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Undertakings by Borrower and Authority.

(a) The Borrower shall acquire the Equipment by June 15, 2022, or such later date as is agreed in writing by the Authority (the "Acquisition Date").

(b) Subject to and upon the terms and conditions of this Agreement, the Authority agrees to loan to the Borrower the sum of One Hundred Twenty-Five Thousand Dollars and 00/100th ($125,000.00) in accordance with this Agreement (the "Loan"). The Loan shall be evidenced by the Note, which shall be dated as of the date of this Agreement. Proceeds of the Loan shall be disbursed in accordance with Paragraph 2 hereof.

(c) The Borrower shall provide the Authority with information about the Project as requested by the Authority so that the Authority can satisfy the reporting requirements of Minnesota Statutes, Section 116J.994, Subd. 8.

2. Disbursement of Loan Proceeds.

(a) No later than 10 business days after the date on which the Borrower satisfies the conditions set forth in Paragraph 2(b) below with respect to the Project, the Authority shall advance the proceeds of the Loan. The date on which the proceeds of the Loan have been advanced is herein referred to as the "Loan Date".

(b) The following conditions must be satisfied on or prior to the Acquisition Date in order for the Borrower to receive the Loan from the Authority:

(i) the Authority has received from the Borrower a written request for the amount of the Loan;

(ii) the Borrower has acquired the Equipment; and

(iii) the Borrower has provided paid receipts or invoices to the Authority evidencing that the Borrower has acquired the Equipment.

3. Repayment of Loan.

(a) Interest on the principal balance of the Loan advanced and outstanding from time to time will accrue at a rate of zero percent (0.00%) per annum from the date hereof until the Loan is fully repaid or forgiven in accordance with this Agreement.

(b) Subject to the forgiveness provisions set forth in this Paragraph 3, the Borrower shall pay the principal amount and then-outstanding under the Note in a single balloon payment due on October 1, 2026 (the "Final Maturity Date").

(c) On or within one week prior to each yearly anniversary of the date of the Note (the "Annual Compliance Deadline"), the Borrower shall certify in writing and provide supporting documentation or other evidence satisfactory to the Authority that all of the following conditions have been met (the "Annual Compliance Certificate"):

(i) the Borrower is not then in default of any covenant or warranty made in this Agreement;

(ii) the Borrower has not sold, transferred, leased, or otherwise disposed of the Equipment;

(iii) the Borrower is current in all licenses and permits required to operate, and continues to operate, its restaurant in the facility located at 2526 7th Avenue in the City; and

(iv) the Borrower is then in compliance with all City ordinances applicable to its operation of the restaurant.

The Authority may, in its sole discretion, extend the Borrower's deadline for submitting the Annual Compliance Certificate if on or prior to the Annual Compliance Deadline the Borrower notifies the Authority of circumstances outside of the Borrower's control that will delay satisfaction of the conditions set forth in Paragraphs 3(c)(iii)–(v) above and provides the Authority with a written plan acceptable to the Authority for satisfying those conditions within 30 days of the Annual Compliance Deadline or such other timeframe as the Authority deems acceptable.

(d) Upon receipt of each timely Annual Compliance Certificate acceptable to the Authority, the Authority shall forgive twenty percent (20%) per year of the aggregate principal amount of the Loan.

(e) For each year in which the Borrower fails for any reason, whether voluntary or involuntary, to timely submit an Annual Compliance Certificate that is acceptable to the Authority, an amount equal to twenty percent (20%) of the aggregate principal amount of the Loan advanced as of the Loan Date shall be payable by the Borrower (together with any other unforgiven amounts) in a single balloon payment on the Final Maturity Date.

(f) The Borrower has the right to prepay the principal of the Note, in whole or in part, at any time.

4. Representations and Warranties. The Borrower represents and warrants to the Authority.

(a) The Borrower is a corporation organized under the laws of the State of Minnesota and is duly authorized and empowered to execute and deliver this Agreement, perform all obligations hereunder, and to borrow money from the Authority.

(b) The execution and delivery of this Agreement, and the performance by the Borrower of its obligations hereunder, do not and will not violate or conflict: with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Borrower.

(c) This Agreement has in fact been duly executed and delivered by the Borrower and constitutes its lawful and binding obligation, legally enforceable against it.

(d) The Borrower warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the term of this Agreement. If at any time the Borrower receives notice of noncompliance from any governmental entity, the Borrower agrees to take any necessary action to comply with the state or federal law in question.

(e) The Borrower warrants that it will use the proceeds of the Loan solely for the costs of acquiring the Equipment.

(f) The Borrower warrants that there are not now, nor will the Borrower permit to be created or allow to exist, any liens, charges, or encumbrances with priority over the obligation created by this Agreement, except as otherwise authorized in writing by the Authority.

(g) Prior to the Final Maturity Date, the Borrower shall own and operate a restaurant in the restaurant facility located at 2526 7th Avenue in the City, and shall not transfer any of its interest therein. Notwithstanding the previous sentence, the Borrower may transfer all or a portion of its interest in the restaurant or the restaurant facility to another person or entity, subject to the following conditions: the Authority first consents in writing to such transfer to the successor person or entity.

5. Events of Default. Each of the following shall be an "Event of Default" under this Agreement:

(a) the Borrower fails to pay any principal or interest on the Loan when due;

(b) any representation or warranty made by the Borrower herein or in any document, instrument, or certificate given in connection with this Agreement, the Security Agreement, or the Note is false when made;

(c) the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment; and

(d) any breach or failure of the Borrower to perform any other term or condition of this Agreement not specifically described as an Event of Default in this Agreement and such breach or failure continues for a period of thirty (30) days after the Authority has given written notice to the Borrower specifying such default or breach, unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and is being diligently pursued until the Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder).

6. The Authority's Remedies upon the Borrower's Default. Upon an Event of Default under Paragraph 5 and after provision by the Authority to the Borrower of written notice thereof, the Authority shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

(a) declare the principal amount of the Loan and any accrued interest thereon to be immediately due and payable upon providing written notice to the Borrower;

(b) suspend its performance under this Agreement;

(c) take any action provided for at law to enforce compliance by the Borrower with the terms of this Agreement and the Note;

(d) exercise its rights under the Security Agreement.

In addition to any other amounts due on the Loan, and without waiving any other right of the Authority under this Agreement or any other instrument securing the Loan or other applicable documents, the Borrower shall pay to the Authority a late fee of $20 for any payment not received in full by the Authority within thirty (30) calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to the Authority, and all such interest will be due and payable at the same time as the amount on which it has accrued.

7. The Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by the Authority, the Borrower shall pay or reimburse the Authority for all expenses, including all attorneys' fees and expenses incurred by the Authority in connection with the enforcement of this Agreement and the Note, or in connection with the protection or enforcement of the interests and collateral security of the Authority in any litigation or bankruptcy or insolvency proceeding or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

8. Indemnification

(a) The Borrower shall and does hereby agree to protect, defend, indemnify, and hold the Authority, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the Authority by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) Should the Authority, or its officers, agents, or employees, incur any such liability or be required to defend against any claims or demands in connection with this Agreement, or should a judgment be entered against the Authority, the amount thereof, including costs, expenses, and attorney's fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and the Borrower shall reimburse the Authority for the same immediately upon demand, and upon the failure of the Borrower to do so, the Authority may declare the Loan immediately due and payable.

(c) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and payment of any indebtedness to the Authority. The Borrower waives notice of the acceptance of this Agreement by the Authority.

(d) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which the Borrower is entitled under law.

9. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by the Borrower and the Authority. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

(b) Assignment. This Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Authority and its successors and assigns. All rights and powers specifically conferred upon the Authority may be transferred or delegated by the Authority to any of its successors and assigns. The Borrower's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by the Authority.

(c) Governing Law. This Agreement is made and shall be governed in all respects by the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(d) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, first class mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To the Authority:	North St. Paul Economic Development Authority 2400 Margaret Street North St. Paul, MN 55109 Attn: Brian Frandle
To the Borrower:	NSP Hospitality Inc. 5639 Bishop Avenue Inver Grove Heights, MN 55076 Attn: John Stark

(f) Termination. If the Loan is not disbursed pursuant to this Agreement, this Agreement shall terminate and neither party shall have any further obligation to the other, except that if the Loan is not disbursed because the Borrower has failed to use its best efforts to comply with the conditions set forth in Section 2 of this Agreement then the Borrower shall pay to the Authority all reasonable attorneys' fees, costs, and expenses incurred by the Authority in connection with this Agreement and the Note.

(g) Entire Agreement. This Agreement, together with any exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Loan.

(h) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

(i) Filing of Documents. Any documents requiring filing with the State of Minnesota or the City shall be recorded with the county on which the Property is located and all costs of such recording shall be paid by the Borrower.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, this Loan Agreement has been duly executed and delivered by the proper officers of the Authority thereunto duly authorized on the day and year first written above.

NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

By ROBERT DEW
Its Board Chair

By John Stark
Its Executive Director

This Loan Agreement has been duly executed and delivered by the Borrower on the day and year first written above.

NSP HOSPITALITY INC.

By: ______________________

Name: Brandon J. Bramscher

Its: PRESIDENT

[Signature Page to Loan Agreement]

PROMISSORY NOTE
(NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY)

Date: April 30, 2022 $125,000

FOR VALUE RECEIVED, NSP Hospitality Inc., a Minnesota corporation (the "Borrower") hereby promises to pay to the North St. Paul Economic Development Authority, a public body corporate and politic under the Constitution and laws of the State of Minnesota, or its assigns (the "Authority" or "Holder"), at its designated principal office or such other place as the Holder may designate in writing, the principal sum of One Hundred Twenty-Five Thousand Dollars and 00/100ths ($125,000.00) disbursed under this Promissory Note (the "Note"), with interest as hereinafter provided, in any coin or currency that at the time or times of payment is legal tender for the payment of private debts in the United States of America. All capitalized terms not otherwise defined herein, shall have the meaning prescribed to them in and by that certain Loan Agreement, by and between the Borrower and the Holder, dated as of the date hereof. The principal of and interest on this Note is payable as follows:

1. Interest on the principal balance of this Note advanced and outstanding from time to time will accrue at a rate of zero percent (0.00%) per annum until the principal amounts have been fully repaid or forgiven.

2. Subject to the forgiveness provisions set forth herein and in the Loan Agreement, the Borrower shall pay the principal amount of the Note then outstanding under this Note in a single balloon payment due on October 1, 2026 (the "Final Maturity Date").

3. On or within one week prior to each yearly anniversary of the date hereof (the "Annual Compliance Deadline"), the Borrower must certify in writing and provide supporting documentation or other evidence satisfactory to the Authority that all of the following conditions have been met (the "Annual Compliance Certificate"):

(i) the Borrower is not then in default of any covenant or warranty made in the Loan Agreement;

(ii) the Borrower is not then in default of any covenant or warranty made in this Agreement;

(iii) the Borrower has not sold, transferred, leased, or otherwise disposed of the Equipment;

(iv) the Borrower is current in all licenses and permits required to operate, and continues to operate, its restaurant in the facility located at 2526 7th Avenue in the City; and

(v) the Borrower is then in compliance with all City ordinances applicable to its operation of the restaurant.

The Authority may, in its sole discretion, extend the Borrower's deadline for submitting the Annual Compliance Certificate if on or prior to the Annual Compliance Deadline the

Borrower notifies the Authority of circumstances outside of the Borrower's control that will delay satisfaction of the conditions set forth in Paragraphs 3(c)(iii)–(v) above and provides the Authority with a written plan acceptable to the Authority for satisfying those conditions within 30 days of the Annual Compliance Deadline or such other timeframe as the Authority deems acceptable.

4. Upon receipt of each timely Annual Compliance Certificate acceptable to the Authority, the Authority shall forgive twenty percent (20%) per year of the aggregate principal amount of this Note.

5. For each year in which the Borrower fails for any reason, whether voluntary or involuntary, to timely submit an Annual Compliance Certificate that is acceptable to the Authority, an amount equal to twenty percent (20%) of the aggregate principal amount of the Note shall be payable by the Borrower (together with any other unforgiven amounts) in a single balloon payment on the Final Maturity Date

6. The Borrower has the right to prepay the principal of the Note, in whole or in part, at any time.

7. If the Loan Agreement is found to be invalid for whatever reason, such invalidity shall constitute an Event of Default hereunder. All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, the Security Agreement, or any other instrument securing this Note (collectively, the "Loan Documents") are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If an Event of Default occurs under the Loan Documents, then the Holder of this Note may at its right and option, without notice, declare immediately due and payable the principal balance of this Note and interest accrued thereon, together with reasonable attorney's fees and expenses incurred by the Holder of this Note in collecting or enforcing payment hereof, whether by lawsuit or otherwise, and all other sums due hereunder or any of the Loan Documents. The Borrower agrees that the Holder of this Note may, without notice to and without affecting the liability of the Borrower, accept additional or substitute security for this Note, or release any security or any party liable for this Note or extend or renew this Note.

8. The remedies of the Holder of this Note as provided herein, and in the Loan Documents shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Holder of this Note, may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Holder of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

9. If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

10. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and is governed by the laws thereof. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise,

11. The performance or observance of any promise or condition set forth in this Note may be waived, amended, or modified only by a writing signed by the Borrower and the Holder. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

12. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date and year first written above.

NSP HOSPITALITY INC.

By: ______________________

Name: Brandon J. Bramscher

Its: PRESIDENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2022, is entered into between the NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the Constitution and laws of the State of Minnesota (the "Lender"), and NSP HOSPITALITY INC., a Minnesota corporation (the "Borrower").

RECITALS:

WHEREAS, the Lender has agreed to make a loan to the Borrower on the terms and subject to the conditions set forth in that certain Loan Agreement of even date herewith (the "Loan Agreement"), and the documents, instruments, and agreements ancillary thereto (as any of the same may be amended, extended or replaced from time to time, the "Loan Documents"), and the Borrower has requested, or may concurrently or hereafter request, other loans, advances or extensions of credit (whether or not under the Loan Agreement) from the Lender;

NOW, THEREFORE, for and in consideration of loans, advances or other extensions of credit under the Loan Agreement and any other loan, advance or extension of credit made or to be made to the Borrower by the Lender, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings indicated for purposes of this Agreement (such meanings being applicable to both the singular and plural forms):

"Agreement" shall mean this Security Agreement, as it may be amended, modified, supplemented, assigned, restated or replaced from time to time.

"Collateral" shall mean all property or rights in which a security interest is granted hereunder.

"Equipment Collateral" shall have the meaning provided for in Section 2.1(a) hereof.

"Loan Agreement" shall have the meaning provided for in the recitals to this Agreement.

"Loan Documents" shall mean the Loan Agreement and any promissory note or notes issued from time to time thereunder, and any other promissory note, agreement, evidence of indebtedness, guaranty, security agreement, application, instrument or document (including each agreement or application for issuance of any letter of credit thereunder) relating to any obligation of the Borrower to the Lender, whether heretofore or hereafter issued, made or entered by the Borrower, and whether evidencing a present or future obligation or an obligation payable under any circumstance, whether now or hereafter due, direct or indirect, absolute or contingent.

"Default" shall mean: (a) the occurrence of any "Event of Default" or similar occurrence under any Loan Documents, including the occurrence of any Event of Default as defined in the Loan Agreement; (b) nonpayment, when due or demanded (if under a demand instrument) of any amount of the Liabilities, or any amount payable to the Lender by the Borrower; (c) failure to perform any agreement of the Borrower hereunder or under any Loan Documents and such failure shall continue beyond any grace period expressly applicable thereto; or (d) any representation made, or deemed to be made, by the Borrower hereunder or under any Loan Documents is untrue or incorrect in any material respect when made or deemed to be made.

"Liabilities" shall mean all debts, liabilities and obligations of the Borrower arising under or evidenced by any Loan Documents and under this Agreement, and all other obligations of the Borrower to the Lender, its successors and assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due, including without limitation any such obligations that arise after the filing of a petition by or against the Borrower under the the Lenderruptcy Code, even if the obligations do not accrue because of the automatic stay under the Lenderruptcy Code Section 362 or otherwise.

"Non-Goods Collateral" shall mean all Collateral other than Fixtures and Equipment.

"Note" means the Promissory Note, of even date herewith, executed by the Borrower and delivered to the Lender.

"Person" shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, provincial, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

Section 1.2 Terms defined in Uniform Commercial Code. "Account", "Account Debtor", "Chattel Paper", "Commercial Tort Claims", "Deposit Account", "Document", "Equipment", "Fixtures", "General Intangibles", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Proceeds" and "Supporting Obligations" shall have the meanings set forth in the Minnesota Uniform Commercial Code, as amended from time to time, and such meanings shall automatically change at the time that any amendment to the Minnesota Uniform Commercial Code, which changes such meanings, shall become effective. For purposes of this Agreement, such terms may be capitalized, even if not capitalized in the Minnesota Uniform Commercial Code, provided, that if any additional goods, property or rights shall be included in such terms under Article 2 hereof, such terms shall be construed to include such additional goods, property or rights.

Section 1.3 Interpretation. A reference to an Article, Section, Exhibit or Schedule is, unless otherwise stated, a reference to a section hereof, or an exhibit or schedule hereto, as the case may be. Section captions used in this Agreement are for convenience only, and shall not affect the construction of this Agreement. The word "including" shall, in each instance, be deemed to mean "including but not limited to".

ARTICLE 2 - GRANT OF SECURITY INTEREST

Section 2.1 Grant of Security Interest. As security for the payment and performance of all Liabilities, the Borrower hereby assigns to the Lender, and grants to the Lender a continuing security interest in all of the following personal property and Fixtures of the Borrower, whether now owned or hereafter arising or acquired, that is acquired or installed using proceeds of the Note:

(a) Equipment and Fixtures, including all accessories, parts and other property at any time affixed thereto or used in connection therewith and all substitutions and replacements thereof (collectively, the “Equipment Collateral”);

(b) General Intangibles, including payment intangibles, inventions, designs, patent applications, design patents, design patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, rights to indemnification and rights under warranties, in each case to the extent arising from or related to the Equipment Collateral;

(c) books, correspondence, credit files, records, invoices, manuals, service records and programs, other papers and documents, computer records, runs, software, systems, procedures, disks, tapes and other storage media, in each case to the extent relating to the Equipment Collateral, including any of the foregoing in the possession or control of any service, consultant, or outside vendor; and

(d) Proceeds of the Equipment Collateral, including all policies, claims to payment under, and proceeds of any and all insurance policies payable to the Borrower, or on behalf of the Equipment Collateral, whether or not such policies are issued to or owned by the Borrower and whether or not the Lender is named as loss payee or additional insured.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

Section 3.1 Organization, Names and Organization Number. The Borrower is an entity of the type identified on Schedule A, organized under the laws of the jurisdiction identified on Schedule A. The organization identification number, if any, and the federal taxpayer identification number of the Borrower are set forth on Schedule A. The Borrower does business solely under its own name and the trade names and styles, if any, set forth on Schedule A (which includes any name used within the past 5 years).

Section 3.2 Owner, No Other Financing Statements. The Borrower is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than the security interest hereunder, and those shown on Schedule B, if any. No financing statement (other than any which may have been filed on behalf of the Lender) covering any of the Collateral is on file in any public office, except those listed on Schedule B, if any.

Section 3.3 Offices and Locations. The Borrower's chief place of business and chief executive office and the office where it keeps its books and records concerning the Non-Goods Collateral, and the originals of all Chattel Paper, Instruments and Documents are located at its address set forth on the signature page hereof.

Section 3.4 Locations of Equipment Collateral. All of the Equipment Collateral is located at the places specified in Schedule C. The Borrower will immediately notify the Lender of any additional state in which any item of Equipment Collateral is hereafter located.

Section 3.5 Locations of Fixtures. The legal descriptions, common addresses and record owners of all property on which Fixtures are located are listed on Schedule D.

ARTICLE 4 - AGREEMENTS OF BORROWER

The Borrower agrees that, unless otherwise agreed in writing by the Lender, it will:

Section 4.1 Schedules and Reports. Furnish to the Lender, in form and detail satisfactory to the Lender: (a) written notice of any event causing loss, material damage or depreciation in value of any of the Collateral, describing, and specifying the amount of, such loss, damage or depreciation; and (b) from time to time, as the Lender may request, such additional schedules, certificates and reports concerning the Collateral as the Lender may request and (c) any and all instruments, documents, assignments, security agreements and other agreements, and writings which the Lender may at any time reasonably request in order to secure, protect, perfect or enforce the security interest and the Lender's rights under this Agreement.

Section 4.2 Inspection. Permit the Lender and its agents or its designees, from time to time, to inspect and evaluate the Collateral, and to inspect, audit and make copies of all books and records constituting or otherwise concerning the Collateral, and will, upon request of the Lender, deliver to the Lender all of such records which pertain to the Collateral. The Borrower will reimburse the Lender upon demand for all reasonable costs and expenses incurred by the Lender, its agents or its designees in the course of such inspection and evaluation.

Section 4.3 Financing Statements and Filing. Upon request of the Lender, execute such financing statements and other documents (and pay the cost of recording the same in all offices requested by the Lender) and do such other acts as the Lender may from time to time request to establish and maintain a valid perfected security interest in the Collateral, including depositing with the Lender any certificate of title issued on any of the Equipment and noting thereon the Lender's security interest. The Borrower agrees that any carbon, photographic or other reproduction of this Agreement or of any such financing statement shall be sufficient for filing as a financing statement. The Borrower hereby irrevocably authorizes the Lender at any time and from time to time to file in any office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) describe the Collateral, and (b) provide any other information required by part 5 of Article 9 of the Minnesota Uniform Commercial Code or such other jurisdiction for the sufficiency or filing office acceptance of any such financing statement or amendment. The Borrower hereby ratifies its authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto filed prior to the date hereof.

Section 4.4 Locations and Notices. Maintain and keep (a) all Equipment Collateral at the locations shown on Schedule C and immediately give written notice to the Lender of any use of Equipment in any jurisdiction other than a State listed on such Schedule, and not use any Equipment Collateral outside the territorial limits of the United States; (b) all Fixtures at the addresses shown on Schedule D; (c) except as delivered to the Lender from time to time, all records included as Collateral or otherwise concerning the Collateral, at the address shown on the signature page and not duplicate any records regarding any Non-Goods Collateral at any other address; and (d) the location of its chief office at the address shown on the signature page.

Section 4.5 Names. Not do business under any name other than its own and the trade names and styles, if any, set forth on Schedule A.

Section 4.6 Delivery of Collateral. Upon request of the Lender, deliver to the Lender all Documents, Instruments and Chattel Paper, duly endorsed to be payable to the Lender, or accompanied by duly executed instruments of transfer or assignment in form and substance satisfactory to the Lender, with full recourse to the Borrower.

Section 4.7 Transfer, Sale or Security Interest. Not sell, lease, transfer, consume, assign or otherwise dispose of, or create or permit to exist any lien on or security interest (other than the Lender's security interest) in, any Collateral.

Section 4.8 Maintenance. Keep all Equipment Collateral in first class order and repair, excepting (a) ordinary wear and tear, and (b) any damage or destruction which is fully covered by insurance payable to the Lender.

Section 4.9 Insurance. Keep all Equipment Collateral insured against loss, damage, theft and other risks, with amounts and insurance companies, and under policies, satisfactory to the Lender, which policies shall provide that loss thereunder shall be payable to the Lender as its interest may appear (and the Lender may apply any proceeds of such insurance which may be received by it toward payment of

Liabilities, whether or not due, in such order of application as the Lender may determine), and such policies or certificates thereof shall, if the Lender so requests, be deposited with the Lender.

Section 4.10 Payment of Taxes and Liabilities. Pay, when due, all taxes, assessments, governmental charges and other similar charges levied against any of the Collateral, except and so long as the Borrower is contesting such taxes, assessments or charges in good faith and, by appropriate proceedings and the Borrower has set aside on its books such reserves or other appropriate provisions therefor as may be required by generally accepted accounting principles, and so long as no enforcement action is being taken that would interfere with the Borrower's use of such Collateral or the enforcement of the Lender's rights hereunder. Borrower further agrees to pay as and when due all Liabilities.

Section 4.11 Waivers. Upon request of the Lender, obtain and deliver to the Lender waivers in form and substance satisfactory to the Lender of any claim to any Collateral by any landlord or mortgagee of any property where Equipment Collateral is located.

ARTICLE 5 – THE LENDER'S DUTIES AND POWER OF ATTORNEY

Section 5.1 the Lender's Performance of Agreements and Reimbursement. The Lender may, from time to time, at its option, perform any agreement of the Borrower hereunder which the Borrower shall fail to perform and take any other action which the Lender deems necessary for the maintenance or preservation of the Collateral or its interest therein, and the Borrower shall reimburse the Lender for all expenses of the Lender in connection with the foregoing, together with interest thereon at the highest rate of interest borne by any of the Liabilities at such time from the date incurred until reimbursed by the Borrower.

Section 5.2 Power of Attorney. The Borrower hereby irrevocably appoints the Lender as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower, the Lender or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem advisable to accomplish the purposes of Section 5.1 and to exercise any right and remedy upon the occurrence of a Default. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is irrevocable and is coupled with an interest.

Section 5.3 No Liability on Collateral; Indemnity. The rights and powers of the Lender hereunder are conferred solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such rights or powers. The Lender does not in any way assume any of the Borrower's obligations under, or with respect to, the Collateral. The Borrower shall remain liable with respect to the Collateral to the same extent as if this Agreement had not been executed. The Borrower agrees to indemnify and hold harmless the Lender against any and all liabilities, claims, damages, actions, proceedings, losses or other obligations arising in connection with or on account of any of the Collateral.

Section 5.4 Care of Collateral. Except for the safe custody of any Collateral in its possession, the Lender shall have no duty as to any Collateral or as to the taking of any steps to preserve rights against any other party. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Lender accords its own property, or is accorded treatment complying with any provision of any other document setting forth a standard of care for such Collateral.

ARTICLE 6 – DEFAULT AND REMEDIES

Whenever a Default shall be existing:

Section 6.1 Liabilities Due and Payable. All of the Liabilities may (notwithstanding any provisions of any of the Loan Document), at the option of the Lender, and without demand or notice of any kind, be declared, and thereupon immediately shall become, due and payable.

Section 6.2 Deposits, etc. The Lender may, from time to time, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, and in such order of application, as the Lender may from time to time elect, any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or moneys of or in the name of the Borrower then or thereafter with the Lender.

Section 6.3 Assembly of Collateral. Upon demand of the Lender, the Borrower shall assemble, at its expense, all Collateral at a convenient place acceptable to the Lender.

Section 6.4 Use and Sale of Collateral. The Lender may, to the fullest extent permitted by applicable law, without notice, hearing or process of law of any kind, (a) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral; (b) use or license, on an exclusive or non-exclusive basis, any General Intangibles throughout the world for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine, without compensation to the Borrower; (c) sell any or all of the Collateral, free of all rights and claims of the Borrower therein and thereto; and (d) bid for and purchase any or all of such Collateral at any such sale.

Section 6.5 Additional Provisions on Sale. Any sale of Collateral may be in one or more parcels at public or private sales, at any of the Lender's offices or elsewhere, for cash, on credit, or for future delivery, and upon such other terms as the Lender may reasonably believe are commercially reasonable. The Lender shall not be obligated to make any sale of Collateral regardless of notice of sales having been given, and the Lender may adjourn any public or private sale from time to time by announcement made at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

Section 6.6 Waiver by Borrower. The Borrower hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Lender of any of its rights and remedies upon Default. Any notification of intended disposition of any of the Collateral required by law shall be deemed reasonably and properly given if given at least five days before such disposition.

Section 6.7 Proceeds of Collateral. Any proceeds of any disposition by the Lender of any of the Collateral may be applied by the Lender to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Lender toward the payment of such of the Liabilities, and in such order of application, as the Lender may from time to time elect.

Section 6.8 Recourse to Collateral; Remedies not Exclusive. The Lender may resort to the Collateral for payment of any of the Liabilities, whether or not the Lender shall have resorted to any other property securing the Liabilities or shall have proceeded against the Borrower or any other party obligated to pay or perform the Liabilities. The Lender's exercise of rights hereunder shall not prevent the Lender's exercise of any other rights it may have upon the occurrence of a Default under any other Loan Document or otherwise, and one exercise of rights hereunder shall not prevent any subsequent exercise of rights of the Lender hereunder, under any Loan Document or otherwise.

Section 6.9 Other Rights. The Lender may exercise from time to time any other rights and remedies available to it under any Loan Documents and under all applicable law.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.1 Reimbursement of Expenses. The Borrower agrees to pay on demand: (i) all costs and expenses of the Lender (including the reasonable fees and expenses of counsel and paralegals for the Lender) incurred in connection with the preparation, execution and delivery of this Agreement and the preparation, negotiation and execution of any and all amendments to this Agreement, and (ii) all costs and expenses of the Lender incurred in connection with the enforcement of its rights hereunder, including expenses of any repairs to any realty or other property to which any of the Equipment Collateral may be affixed or be a part. The obligations of the Borrower under this Section shall survive any termination of this Agreement.

Section 7.2 Notices. Any notice from the Borrower to the Lender or from the Lender to the Borrower shall be given, and deemed received, as provided in the Loan Agreement.

Section 7.3 Waivers and Amendments. No failure or delay on the part of the Lender in the exercise of any power, right or remedy, and no course of dealing between the Borrower and the Lender, shall operate as a waiver of such power, right or remedy, nor shall any single or partial exercise of any power, right or remedy preclude other or further exercise thereof or the exercise of any other power, right or remedy. No notice to or demand on the Borrower not required hereunder shall in any event entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Lender to any other or further action in any circumstances without notice or demand. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Lender. Any waiver of any provision of this Agreement, and any consent to any departure by the Borrower from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.4 Remedies Cumulative. The remedies provided for herein are cumulative and not exclusive of any remedies which may be available to the Lender at law or in equity.

Section 7.5 Termination of Agreement. Unless sooner terminated by the Lender, this Agreement shall terminate when all of the Loan Document shall have expired or been terminated and all Liabilities shall have been paid in full. This Agreement shall continue notwithstanding that there may be, from time to time, no outstanding loans or extensions of credit from the Lender to the Borrower. Any return of Collateral upon termination of this Agreement and any instruments of transfer or termination shall be at the expense of the Borrower and shall be without warranty by, or recourse against, the Lender.

Section 7.6 Successors and Assigns. This Agreement shall be binding upon the Borrower, its successors and assigns (and, if an individual, the Borrower's heirs, estate and personal representatives), and shall inure to the benefit of, and be enforceable by, the Lender and its successors, transferees, and assigns. Without limiting the generality of the foregoing, the Lender may assign or otherwise transfer all or any portion of the Liabilities to any other person or entity and may similarly transfer all or any portion of its rights under this Agreement to such person or entity.

Section 7.7 Choice of Law. This Agreement has been delivered at the City of North St. Paul, Minnesota, and shall be construed in accordance with and governed by the laws of the State of Minnesota.

Section 7.8 Severance. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 7.10 Consent to Jurisdiction. AT THE OPTION OF THE LENDER, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND THE BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 7.11 Waiver of Notice and Hearing. THE BORROWER HEREBY WAIVES ALL RIGHTS TO A JUDICIAL HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE LENDER OF ITS RIGHTS TO POSSESSION OF THE COLLATERAL WITHOUT JUDICIAL PROCESS OR OF ITS RIGHTS TO REPLEVY, ATTACH, OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING.

Section 7.12 Waiver of Jury Trial. THE BORROWER AND THE LENDER EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY.

[Remainder of page intentionally blank;
signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Borrower as of the day and year first above written.

NSP HOSPITALITY INC.,
a Minnesota corporation

By: ______________________
Printed Name: Brandon J. Bramscher
Title: PRESIDENT

Address:
5639 Bishop Avenue
Inver Grove Heights, MN 55076
Attention: ______________
Telephone: ______________

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 21st day of April 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Brandon Bramscher, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the President of NSP Hospitality, a MN Corporation, and executed the within instrument on behalf of such corporation.

____
Notary Public

IN WITNESS WHEREOF, this Agreement has been duly executed by the Lender as of the day and year first above written.

NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

By: ______________________

Printed Name: ROBERT DEW

Title: Board Chair

By: ______________________

Printed Name: John Stark

Title: Executive Director

SCHEDULE A
TO
SECURITY AGREEMENT
BETWEEN
NSP HOSPITALITY INC.
AND
NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

1. Type of entity: Minnesota corporation

2. Jurisdiction of Organization: State of Minnesota

3. Organizational Identification Number: 7687515

4. Federal Taxpayer Identification Number: 87-2044404

5. Trade Names and Trade Styles used by the Borrower during the past 5 years: None

SCHEDULE B
TO
SECURITY AGREEMENT
BETWEEN
NSP HOSPITALITY INC.
AND
NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

Other Security Interests

SECURED PARTY	FILING NUMBER / FILING OFFICE	FILING DATE	COLLATERAL DESCRIPTION
None	None	None	None

SCHEDULE C
TO
SECURITY AGREEMENT
BETWEEN
NSP HOSPITALITY INC.
AND
NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

Locations at which Equipment Collateral is kept:

2526 7th Avenue
North St. Paul, MN 55109

SCHEDULE D
TO
SECURITY AGREEMENT
BETWEEN
NSP HOSPITALITY INC.
AND
NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

Legal Description: Lot 1, Block 1, Village Hall, Ramsey County, Minnesota, Abstract Property

Common Address:
2526 7th Avenue
North St. Paul, MN 55109

Name of Record Owner: North St. Paul Land & Development Co., LLC, James F. Winkels, and Xing Zhao.

Filing Number: 1311684000145
Date: 04/29/2022
Time: 2:57 PM
STATE OF MINNESOTA
Office: Office of the Minnesota Secretary of State

UCC1 - Original Filing - UCC Financing Statement

RETURN ACKNOWLEDGEMENT TO:
Capitol Lien Records & Research, Inc.
1010 Dale Street N
Saint Paul, MN 55117

FILER CONTACT INFORMATION:
Filing Department
651-488-0100
filings@capitollien.com

DEBTOR INFORMATION

ORGANIZATION'S NAME
NSP Hospitality Inc.

MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5639 Bishop Avenue	Inver Grove Heights	MN	55076	USA

SECURED PARTY INFORMATION

ORGANIZATION'S NAME
North St. Paul Economic Development Authority

MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2400 Margaret Street	North St. Paul	MN	55109	USA

COLLATERAL

All of Debtor's right, title and interest, now owned or hereafter acquired in and to the items of property described on Exhibit A.

ADDITIONAL INFORMATION(IF ANY)

TRUST DESIGNATION: No Alternative

ADDITIONAL FILER REFERENCE DATA:

EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:

NSP Hospitality Inc.
5639 Bishop Avenue
Inver Grove Heights, MN 55076

SECURED PARTY:

North St. Paul Economic Development Authority
2400 Margaret Street
North St. Paul, MN 55109

DESCRIPTION OF COLLATERAL

This Financing Statement covers the following types (or items) of property:

(a) Equipment and Fixtures, including all accessories, parts and other property at any time affixed thereto or used in connection therewith and all substitutions and replacements thereof (collectively, the "Equipment Collateral");

(b) General Intangibles, including payment intangibles, inventions, designs, patents, patent applications, design patents, design patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, rights to indemnification and rights under warranties, in each case to the extent arising from or related to the Equipment Collateral;

(c) books, correspondence, credit files, records, invoices, manuals, service records and programs, other papers and documents, computer records, runs, software, systems, procedures, disks, tapes and other storage media, in each case to the extent relating to the Equipment Collateral, including any of the foregoing in the possession or control of any service, consultant, or outside vendor; and

(d) Proceeds of the Equipment Collateral, including all policies, claims to payment under, and proceeds of any and all insurance policies payable to the Debtor, or on behalf of the Equipment Collateral, whether or not such policies are issued to or owned by the Debtor and whether or not the Secured Party is named as loss payee or additional insured.

For purposes hereof, all capitalized terms not otherwise defined herein, including but not limited to the terms, "Account", "Account Debtor", "Chattel Paper", "Deposit Account", "Document", "Equipment", "Fixtures", "General Intangibles", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Proceeds" and "Supporting Obligations" shall have the meanings set forth in the Minnesota Uniform Commercial Code.

REVENUE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

102-EDA-ECONOMIC DEV AUTH

% OF YEAR COMPLETED: 75.00

REVENUES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
TAXES							
102-3011	CURRENT PROPERTY TAX	200,907	0.00	100,453.50	92,343.50	100,453.50	50.00
102-3012	DELINQUENT PROPERTY TAX	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES		200,907	0.00	100,453.50	92,343.50	100,453.50	50.00
INTERGOVERNMENTAL							
102-3521	HACA	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL		0	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES							
102-3800	MARKET VALUE ADJUSTMENT	0	0.00	(10,361.62)	(1,930.17)	10,361.62	0.00
102-3801	INVESTMENT INCOME	0	0.00	2,341.89	7,250.55	(2,341.89)	0.00
102-3865	REFUND & REIMBURSEMENTS	0	0.00	1,820.75	8,437.78	(1,820.75)	0.00
TOTAL OTHER CHARGES		0	0.00	(6,198.98)	13,758.16	6,198.98	0.00
TRANSFERS							
102-3992	TRANSFER FROM OTHER FUND	0	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS		0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		200,907	0.00	94,254.52	106,101.66	106,652.48	46.91

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2022

102-EDA-ECONOMIC DEV AUTH

ACCOUNT#	TITLE			
ASSETS				
======				
102-1010	CASH	347,447.81		
102-1020	TAXES RECEIVABLE	0.00		
102-1022	TAXES REC DEL	0.00		
102-1033	S/A RECEIVABLE	0.00		
102-1040	ACCOUNTS RECEIVABLE	0.00		
102-1042	ACCOUNTS RECEIVABLE MODULE	0.00		
102-1054	DUE FROM OTHER FUNDS	0.00		
102-1060	INTEREST REC INVEST	0.00		
102-1120	PREPAID EXPENSES	0.00		
102-1200	LAND	49,248.22		
102-1300	DUE FROM OTHER FUNDS	0.00		
102-1888	REVENUE CLEARNING	1,820.75		
			398,516.78	
	TOTAL ASSETS			398,516.78
				==============
LIABILITIES				
===========				
102-2010	AP PENDING (DUE TO POOL)	517.25		
102-2011	ACCOUNTS PAYABLE OTHER	0.00		
102-2012	ACCRUED SALARIES	0.00		
102-2013	EST LIAB FOR COMP ABSENCES	0.00		
102-2026	DUE TO OTHER GOVERNMENTS	0.00		
102-2027	DUE TO OTHER FUNDS	0.00		
102-2029	USE TAX PAID	0.00		
102-2030	SALES TAX	0.00		
102-2060	DEFERRED REVENUE	0.00		
102-2088	CONTR OTHER FUNDS	0.00		
102-2196	RETIREE INSURANCE	0.00		
102-2198	LINCOLN DISABILITY	0.00		
102-2199	DELTA DENTAL	0.00		
102-2201	FEDERAL TAX	0.00		
102-2202	STATE TAX	0.00		
102-2203	FICA TAX	0.00		
102-2204	MEDICARE TAX	0.00		
102-2205	PERA	0.00		
102-2209	HCSP MN STATE RETIREMENT SYSTE	0.00		
102-2210	CITY & COUNTY CREDIT UNION	0.00		
102-2211	DEFERRED COMPENSATION	0.00		
102-2212	WAGE WITHHOLDING	0.00		
102-2213	HEALTH/DENTAL/LIFE INSURANCE	0.00		
102-2214	MN MUTUAL LIFE INSURANCE	0.00		
102-2215	PERA LIFE INSURANCE	0.00		
102-2216	MINNESOTA BENEFIT ASSOCIATION	0.00		
102-2217	UNITED WAY	0.00		
102-2218	UNION DUES	0.00		
102-2219	MISC WAGE WITHHOLDING	0.00		
	TOTAL LIABILITIES		517.25	

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2022

102-EDA-ECONOMIC DEV AUTH

ACCOUNT#	TITLE			
EQUITY				
======				
102-2900	FUND BALANCE	513,005.73		
	TOTAL BEGINNING EQUITY	513,005.73		
	TOTAL REVENUE	94,254.52		
	TOTAL EXPENSES	209,260.72		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(115,006.20)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		397,999.53	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			398,516.78
				==============

102-EDA-ECONOMIC DEV AUTH

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
102-4-00-4010-000 FULL-TIME SALARIES	60,068	2,232.16	16,730.01	18,874.90	43,337.99	27.85
102-4-00-4011-000 OVERTIME SALARIES	0	0.00	22.31	0.00	(22.31)	0.00
102-4-00-4020-000 PART-TIME SALARIES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4030-000 DEFERRED COMPENSATION	3,709	20.00	172.00	702.77	3,537.00	4.64
102-4-00-4031-000 PERA CONTRIBUTION	4,505	167.41	1,266.07	856.90	3,238.93	28.10
102-4-00-4032-000 FICA CONTRIBUTION	3,673	135.44	1,033.97	863.53	2,639.03	28.15
102-4-00-4033-000 MEDICARE CONTRIBUTION	900	31.70	241.82	201.91	658.18	26.87
102-4-00-4037-000 EDUCATIONAL ASSISTANCE	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4040-000 HEALTH INSURANCE	7,970	362.85	2,317.29	1,322.42	5,652.71	29.08
102-4-00-4050-000 WORKERS COMPENSATION I	457	114.25	342.75	139.50	114.25	75.00
102-4-00-4070-000 SEVERANCE	511	0.00	0.00	0.00	511.00	0.00
TOTAL PERSONNEL SERVICES	81,793	3,063.81	22,126.22	22,961.93	59,666.78	27.05
SUPPLIES						
102-4-00-4110-000 OFFICE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES						
102-4-00-4300-000 GENERAL CONTRACT/CONSU	0	0.00	12,117.50	0.00	(12,117.50)	0.00
102-4-00-4300-093 GENERAL CONTRACT/CONSU	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4300-101 GENERAL CONTRACT/CONSU	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4300-310 GENERAL CONTRACT/CONSU	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4302-000 LEGAL SERVICES	0	0.00	663.00	633.00	(663.00)	0.00
102-4-00-4302-310 LEGAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4304-000 ENGINEERING SERVICES	0	0.00	34,184.25	0.00	(34,184.25)	0.00
102-4-00-4310-000 GENERAL SERVICE FEES	0	0.00	6,810.00	0.00	(6,810.00)	0.00
102-4-00-4320-000 COMMUNICATIONS DEVICES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4330-000 POSTAGE	0	0.00	9.25	0.00	(9.25)	0.00
102-4-00-4360-000 DUES & SUBSCRIPTIONS	450	0.00	0.00	0.00	450.00	0.00
102-4-00-4370-000 TRAINING & TRAVEL	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4400-000 GENERAL LIABILITY	1,134	283.50	850.50	798.75	283.50	75.00
102-4-00-4410-000 PROPERTY INSURANCE	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4500-000 UTILITIES	0	0.00	0.00	4,851.98	0.00	0.00
102-4-00-4540-000 FIBER SERVICE	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4575-000 COPIER LEASES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4620-000 AWARDS & INDEMNITIES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4630-000 MISCELLANEOUS	0	0.00	125,000.00	0.00	(125,000.00)	0.00
TOTAL CONTRACTUAL SERVICES	1,584	283.50	179,634.50	6,283.73	(178,050.50)	1,340.56
CAPITAL						
102-4-00-4730-319 LAND	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4730-380 LAND - 2564 7TH AVE E	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS						
102-4-00-4992-000 TRANSFER TO OTHER FUND	10,000	2,500.00	7,500.00	7,500.00	2,500.00	75.00
TOTAL TRANSFERS	10,000	2,500.00	7,500.00	7,500.00	2,500.00	75.00

EXPENDITURES REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

102-EDA-ECONOMIC DEV AUTH

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
TOTAL	93,377	5,847.31	209,260.72	36,745.66	(115,883.72)	224.10
TOTAL EXPENDITURES	93,377	5,847.31	209,260.72	36,745.66	(115,883.72)	224.10

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

102-EDA-ECONOMIC DEV AUTH

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES	200,907	0.00	100,453.50	92,343.50	100,453.50	50.00
INTERGOVERNMENTAL	0	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	0	0.00	(6,198.98)	13,758.16	6,198.98	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	200,907	0.00	94,254.52	106,101.66	106,652.48	46.91
EXPENDITURE SUMMARY						
	93,377	5,847.31	209,260.72	36,745.66	(115,883.72)	224.10
TOTAL EXPENDITURES	93,377	5,847.31	209,260.72	36,745.66	(115,883.72)	224.10
REVENUE OVER/(UNDER) EXPENDITURES	107,530	(5,847.31)	(115,006.20)	69,356.00	222,536.20	106.95-

102-EDA-ECONOMIC DEV AUTH

% OF YEAR COMPLETED: 75.00

REVENUES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
TAXES							
102-3011	CURRENT PROPERTY TAX	200,907	0.00	100,453.50	92,343.50	100,453.50	50.00
102-3012	DELINQUENT PROPERTY TAX	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES		200,907	0.00	100,453.50	92,343.50	100,453.50	50.00
INTERGOVERNMENTAL							
102-3521	HACA	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL		0	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES							
102-3800	MARKET VALUE ADJUSTMENT	0	0.00	(10,361.62)	(1,930.17)	10,361.62	0.00
102-3801	INVESTMENT INCOME	0	0.00	2,341.89	7,250.55	(2,341.89)	0.00
102-3865	REFUND & REIMBURSEMENTS	0	0.00	1,820.75	8,437.78	(1,820.75)	0.00
TOTAL OTHER CHARGES		0	0.00	(6,198.98)	13,758.16	6,198.98	0.00
TRANSFERS							
102-3992	TRANSFER FROM OTHER FUND	0	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS		0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		200,907	0.00	94,254.52	106,101.66	106,652.48	46.91

102-EDA-ECONOMIC DEV AUTH

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
102-4-00-4010-000 FULL-TIME SALARIES	60,068	2,232.16	16,730.01	18,874.90	43,337.99	27.85
102-4-00-4011-000 OVERTIME SALARIES	0	0.00	22.31	0.00	(22.31)	0.00
102-4-00-4020-000 PART-TIME SALARIES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4030-000 DEFERRED COMPENSATION	3,709	20.00	172.00	702.77	3,537.00	4.64
102-4-00-4031-000 PERA CONTRIBUTION	4,505	167.41	1,266.07	856.90	3,238.93	28.10
102-4-00-4032-000 FICA CONTRIBUTION	3,673	135.44	1,033.97	863.53	2,639.03	28.15
102-4-00-4033-000 MEDICARE CONTRIBUTION	900	31.70	241.82	201.91	658.18	26.87
102-4-00-4037-000 EDUCATIONAL ASSISTANCE	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4040-000 HEALTH INSURANCE	7,970	362.85	2,317.29	1,322.42	5,652.71	29.08
102-4-00-4050-000 WORKERS COMPENSATION I	457	114.25	342.75	139.50	114.25	75.00
102-4-00-4070-000 SEVERANCE	511	0.00	0.00	0.00	511.00	0.00
TOTAL PERSONNEL SERVICES	81,793	3,063.81	22,126.22	22,961.93	59,666.78	27.05
SUPPLIES						
102-4-00-4110-000 OFFICE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES						
102-4-00-4300-000 GENERAL CONTRACT/CONSU	0	0.00	12,117.50	0.00	(12,117.50)	0.00
102-4-00-4300-093 GENERAL CONTRACT/CONSU	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4300-101 GENERAL CONTRACT/CONSU	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4300-310 GENERAL CONTRACT/CONSU	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4302-000 LEGAL SERVICES	0	0.00	663.00	633.00	(663.00)	0.00
102-4-00-4302-310 LEGAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4304-000 ENGINEERING SERVICES	0	0.00	34,184.25	0.00	(34,184.25)	0.00
102-4-00-4310-000 GENERAL SERVICE FEES	0	0.00	6,810.00	0.00	(6,810.00)	0.00
102-4-00-4320-000 COMMUNICATIONS DEVICES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4330-000 POSTAGE	0	0.00	9.25	0.00	(9.25)	0.00
102-4-00-4360-000 DUES & SUBSCRIPTIONS	450	0.00	0.00	0.00	450.00	0.00
102-4-00-4370-000 TRAINING & TRAVEL	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4400-000 GENERAL LIABILITY	1,134	283.50	850.50	798.75	283.50	75.00
102-4-00-4410-000 PROPERTY INSURANCE	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4500-000 UTILITIES	0	0.00	0.00	4,851.98	0.00	0.00
102-4-00-4540-000 FIBER SERVICE	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4575-000 COPIER LEASES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4620-000 AWARDS & INDEMNITIES	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4630-000 MISCELLANEOUS	0	0.00	125,000.00	0.00	(125,000.00)	0.00
TOTAL CONTRACTUAL SERVICES	1,584	283.50	179,634.50	6,283.73	(178,050.50)	1,340.56
CAPITAL						
102-4-00-4730-319 LAND	0	0.00	0.00	0.00	0.00	0.00
102-4-00-4730-380 LAND - 2564 7TH AVE E	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS						
102-4-00-4992-000 TRANSFER TO OTHER FUND	10,000	2,500.00	7,500.00	7,500.00	2,500.00	75.00
TOTAL TRANSFERS	10,000	2,500.00	7,500.00	7,500.00	2,500.00	75.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

102-EDA-ECONOMIC DEV AUTH

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
TOTAL	93,377	5,847.31	209,260.72	36,745.66	(115,883.72)	224.10
TOTAL EXPENDITURES	93,377	5,847.31	209,260.72	36,745.66	(115,883.72)	224.10
REVENUE OVER/(UNDER) EXPENDITURES	107,530	(5,847.31)	(115,006.20)	69,356.00	222,536.20	106.95-