

EXHIBIT B

COVENANT OF USE AND RELEASE OF AGREEMENT AND MORTGAGE

Pursuant to 13 C.F.R. § 314.10, which authorizes release of a property interest by the United States Department of Commerce, Economic Development Administration (EDA), EDA hereby releases the Agreement and Mortgage ("Agreement") made by the City of Duluth, MN ("Recipient") dated September 4, 2001, and recorded on October 15, 2002, as document number 732890 in the records of St. Louis County, Minnesota, covering the property legally described in Exhibit A ("Property"), attached and made a part of this Covenant of Use and Release of Agreement and Mortgage ("Covenant and Release").

The Agreement secured the use of the grant-assisted EDA Project Number 06-01-04577 to construct a city-owned building at the Duluth International Airport to lease for business and manufacturing ("Project"), unless a different use was approved by EDA. Under the terms of the Agreement, EDA may release property after 20 years from the date of the Agreement, upon request of a recipient. Recipient has acknowledged its compliance with all terms of the EDA award and the Agreement, and has requested a release of the Agreement covering EDA Project Number 06-01-04577 in accordance with the cited federal regulations.

The Recipient has disclosed the intended future use of the Property to EDA, and the Recipient agrees to this covenant of use, in accord with 13 C.F.R. §§ 314.8 and 314.10(e)(3). This Covenant and Release does not relieve the Recipient from compliance with other federal requirements, including, but not limited to, the restrictions of 13 C.F.R. § 314.10(e), which forbid the use of the Property in violation of the nondiscrimination requirements of 13 C.F.R. § 302.20. Failure to comply with 13 C.F.R. § 314.10(e) voids this Covenant and Release and constitutes an unauthorized use of the Property.

The receipt and adequacy of consideration for this Covenant and Release are hereby acknowledged by EDA and the Recipient.

It is stipulated and agreed that the terms of this Covenant and Release constitute a reasonable restraint on alienation of use, control and possession of, or title to, the Property, given the federal interest in the Property. This Covenant shall run with the Property.

The Director of the Chicago Regional Office has the authority to execute this instrument on behalf of EDA and release the Property from the Agreement.

The undersigned representative of the City of Duluth is the officer duly authorized to execute this Covenant and Release on behalf of the Recipient and agrees to execute, acknowledge, and record this instrument and attachments, in accord with applicable state and local laws, and forward a complete recorded copy of this instrument to EDA.

CITY OF DULUTH, MN

Christopher Fleege
Director

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____ 2022, before me, the undersigned, a notary public for the State of _____, personally appeared _____ known to me as the _____ for the _____, and acknowledged that he executed this instrument on behalf of the _____.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year written above.

Notary Public
My commission expires: _____

[SIGNATURE FOR EDA ON FOLLOWING PAGE]

ECONOMIC DEVELOPMENT ADMINISTRATION,
UNITED STATES DEPARTMENT OF COMMERCE

By: Susan H. Brehm
Susan Brehm, Regional Director

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

②

2023

On this 21st day of JANUARY, 2023, before the undersigned, a notary public for the State of Illinois, personally appeared Susan Brehm, known to me to be the Regional Director for the Chicago Regional Office of the Economic Development Administration, and acknowledged that he executed this instrument on behalf of the Economic Development Administration.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year written above.

(Signature)
Notary Public
My commission expires: 16 July 2024



Exhibit A

The South 120.00 ft of Lot 17, Block 4, Airport Division and also the South 152.13 ft of the West 65.00 ft of said Lot 17, Block 4, except the vacated westerly adjacent spur street; Lot 1, Block 5, Airport Division; and the vacated Taylor Circle, as dedicated in said Airport Division, except that part of said Taylor Circle lying easterly of the northerly extended centerline of the easterly portion of said Taylor Circle.