

**NEW HOUSING MODEL FOR HOMELESS DEVELOPMENT AGREEMENT
BETWEEN DULUTH ECONOMIC DEVELOPMENT AUTHORITY AND
PLOVER PLACE, LLC
SECOND AMENDMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Second Amendment”) entered into as of _____, 2024, by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469, hereinafter referred to as “DEDA”, and PLOVER PLACE, LLC, a Minnesota limited liability company, which is wholly owned by ONE ROOF COMMUNITY HOUSING, a 501(c)(3) non-profit corporation, created and existing under Minnesota Statute (1989) Chapter 317A, hereinafter referred to as “Developer”.

WHEREAS, on February 7, 2023, DEDA and Developer entered into a Development Agreement bearing DEDA Contract No. 23 860 107 (the “Development Agreement”), which was recorded in the Office of the St. Louis County Recorder on July 17, 2023, as Document No. 01470083 and in the Office of the St. Louis County Registrar of Titles on July 17, 2023 as Document No. 1070194; and

WHEREAS, on July 10, 2023, DEDA and Developer entered into a First Amendment to the Development Agreement bearing DEDA Contract No. 23 860 124 (the “First Amendment”), which was recorded in the Office of the St. Louis County Recorders on _____, 202_, as Document No. _____ and in the Office of the St. Louis County Registrar of Titles on ; and _____, 202_, as Document No. _____; and

WHEREAS, on May 28, 2024, via resolution 24-0264R, the Duluth City Council transferred \$14.5 million in revenue loss replacement funds to DEDA for the purpose of supporting affordable housing and economic development; and

WHEREAS, Developer has requested assistance from DEDA for costs of construction and removal of hazardous materials encountered during construction and other costs eligible for public financial assistance related to the Project as defined in the Development Agreement; and

WHEREAS, DEDA has further determine that the interests of the citizens of the City of Duluth and the wellbeing and quality of life in the City of Duluth would be enhanced by nurturing and encouraging the continued development of the Project; and

WHEREAS, the parties desire to enter into this Second Amendment to amend the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Development Agreement as follows:

1. That Paragraph H of Article I of the Development Agreement as amended is hereby further amended by deleting the amount of “\$3,620,000” and by substituting the amount of “\$3,735,000”.
2. That Paragraph K of Article I of the Development Agreement as amended is hereby further amended by deleting the amount of “\$3,620,000” and by substituting the amount of “\$3,735,000”.
3. That Paragraph M of Article I of the Development Agreement, as amended, is hereby further amended by adding the following sentence:

“In addition, project funding includes the amount of DEDA Funding defined below.”

4. That Article I of the Development Agreement is hereby amended by addition of the following paragraph O:

“O. DEDA Funding: means an amount up to \$115,000 in project assistance for the Project as allocated from DEDA’s revenue loss replacement funding.”

5. That Article V of the Development Agreement is hereby amended by addition of the following paragraph B:

“B. Disbursement of DEDA Funding: DEDA agrees to pay additional construction costs incurred by Developer using DEDA Funding, as defined in Article I for Eligible Project Costs over the amount paid pursuant to the Section V.A. and the Disbursing Agreement. Developer shall submit draw requests to DEDA with the following documentation: Developer shall submit draw requests to DEDA with the following documentation as applicable: copies of contracts with qualified contractors, copies of invoices to be paid, copies of lien waivers from contractors and any subcontractors, copies of union contracts and apprenticeship information, copies of certified payroll reports. For work related to the disposal of hazardous material, Developer shall also submit proof of proper disposal and confirmation from EPA or MPCA that waste was

properly abated. For avoidance of doubt, DEDA Funding will not be paid pursuant to the Disbursement Agreement.

6. That the Development Agreement is hereby amended by deleting Exhibit B-1 and by substituting the attached Exhibit B-2.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By _____
Connor Randall
Its President

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Connor Randall, the President, of the Duluth Economic Development Authority, an economic development authority created and existing under Minnesota Statutes, on behalf of the Authority.

Notary Public

By _____
Ellie Just
Its Secretary

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Ellie Just, the Secretary, of the Duluth Economic Development Authority, an economic development authority created and existing under Minnesota Statutes, on behalf of the Authority.

Notary Public

PLOVER PLACE, LLC

By _____
Jeff Corey, Executive Director
of One Roof Community Housing,
Its Sole Member

STATE OF MINNESOTA)
) ss.
COUNTY OF ST LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Jeff Corey, the Executive Director of One Roof Community Housing, a Minnesota non-profit
corporation, the Sole Member of Plover Place, LLC, a limited liability company under the laws of
the State of Minnesota on behalf of said limited liability company.

Notary Public

Exhibit B - 2

Eligible Project Costs

