

GRANT REIMBURSEMENT AGREEMENT
HISTORIC DULUTH ARMORY PROJECT
DULUTH ECONOMIC DEVELOPMENT AUTHORITY
ARMORY ARTS AND MUSIC CENTER/SHERMAN ASSOCIATES, INC.

THIS AGREEMENT, entered into this ____ day of May, 2022 by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes Chapter 469, hereinafter referred to as "DEDA", and ARMORY ARTS AND MUSIC CENTER, a Minnesota non-profit corporation, hereinafter referred to as "AAMC", and SHERMAN ASSOCIATES, Inc., a Minnesota corporation, hereinafter referred to as "Sherman"; AAMC and Sherman are hereinafter collectively referred to as "Developer".

WHEREAS, the Historic Duluth Armory, the hereinafter defined "Building", located on the hereinafter-described Property, is owned by AAMC ; and

WHEREAS, AAMC has entered into an agreement with Sherman pursuant to which AAMC and Sherman will jointly act as the developer of the Building and the Property; and

WHEREAS, in order for the redevelopment of the Building and the Property to be financially feasible, certain environmental remediation as hereinafter described as the "Project", must take place to prepare the Building and the Property for redevelopment and AAMC has requested DEDA's assistance in securing grant funding to from the State of Minnesota to assist in funding the necessary remediation; and

WHEREAS, DEDA has succeeded to secure the hereinafter defined Grant from the State of Minnesota Department of Employment and Economic Development to be subgranted to AAMC to fund one half of the cost of said remediation up to a maximum amount of \$672, 918, subject the Developer

providing the required matching funds to fund the portion of the Project not funded by the Grant; and

WHEREAS, pursuant to its agreement with AAMC, Sherman has agreed to participate with AAMC as the "Developer" under this Agreement in the effectuation of the Project and in the funding of matching funds referenced above, subject to the terms and conditions of this Agreement.

WHEREAS, Developer is willing fund the required matching funds subject to the terms and conditions of this Agreement.

ARTICLE I. Definitions

The following words and phrases shall have the meanings hereinafter ascribed to them:

- 1.1. Application: shall mean the Application for Grant submitted by DEDA to DEED, a copy of which is attached hereto and made a part hereof as Exhibit A.
- 1.2. Building: shall mean the Historic Duluth Armory Building and the Armory Annex, both of which are located on the Property.
- 1.3. Business Subsidy Requirements: shall mean the requirements imposed by Minnesota Statutes 116J.993-116J.997.
- 1.4. DEED: shall mean the State of Minnesota Department of Employment and Economic Development.
- 1.5. Community Benefits Program: shall mean the City of Duluth's Community Benefits Program as is on file in the office of the City Purchasing Agent.
- 1.6. ERC: shall mean an environmental remediation consultant licensed, qualified and experienced to develop Plans for the Project
- 1.7. Executive Director: shall mean DEDA's Executive Director or such person as is designated in writing by the Executive Director to act in their stead.
- 1.8. Grant: shall mean a grant from DEED to DEDA bearing Grant No: RDGP-22-0001-o-FY22 in the amount of up to \$672,918 for fund up to one-half of the cost of the Project.

- 1.9. Grant Agreement: shall mean the agreement between DEDA and DEED pursuant to which DEED granted the Grant Funds to DEDA for the Project.
- 1.10. Grant Funds: shall mean the funds in the amount of up to \$672,918 granted to DEDA pursuant to the Grant.
- 1.11. Hazardous Materials Review: shall mean that Hazardous Materials Review of the conditions of the Building prepared by Barr Engineering Co. and dated - August 26, 2021, a copy of which is attached hereto and made a part hereof as Exhibit B.
- 1.12. PLA: shall mean a project labor agreement as approved by the Duluth City Council pursuant to Section 2-29(b) of the Duluth City Code, 1959, as amended.
- 1.13. Plans: shall mean the plans and specifications for the construction and implementation of the Project as described in this Agreement.
- 1.14. Project: shall mean the project as described in Paragraph 13 of the Application.
- 1.15. Project Cost: shall mean the all costs, direct and indirect, of designing and constructing the Project and any costs associated therewith.
- 1.16. Property: shall mean that property in St. Louis County, Minnesota legally described as Lots 1 through 14, inclusive, Block 4, BANNING AND RAYS SUBDIVISION OF DULUTH.
- 1.17. Redevelopment Entity: shall mean one or more single purpose business entities to be formed to develop, construct and operate a mixed commercial use project centered on the Building and the Property, with funding in part through Historic Tax Credits and New Market Tax Credits, with the nature, number and structure of such entity or entities to be subject to clarification as tax credits are obtained and tax credit investors are identified.
- 1.18. State Funds: shall mean the funds to be received and disbursed by DEDA to AAMC pursuant to the Grant Agreement.

ARTICLE II Grant Agreement

2.1 Generally

The parties hereto agree and understand that the funds to be paid by DEDA to AAMC hereunder are State Funds received by DEDA pursuant to the Grant Agreement.

2.2

Developer Bound

Developer agrees that to the extent that the Grant Agreement imposes any requirements or obligations on the design or construction of the Project or upon the availability of State Funds to reimburse either the City or Developer for any portion of the costs of the Project, Developer shall be bound by the terms, conditions and limitations contained in the Grant Agreement.

2.3 Developer Cooperation

Developer hereby commits that it will cooperate fully with City in assisting the City to meet all of its obligations under the Grant Agreement to the extent that it can, including but not limited to providing all information and documentation required by the State under the Grant Agreement in order to demonstrate compliance with the requirements of the Act and access to the State Funds.

ARTICLE III ERCE

3.1 Project ERC

DEVELOPER shall contract for the services of the ERC to provide all design and construction administration services required for the environmental remediation and abatement of the Project, subject to the terms and conditions of this Agreement. The agreement for ERC services shall be solely between DEVELOPER and the selected A & E entity so selected and DEVELOPER shall be solely responsible for paying for the services of said ERC. DEVELOPER agrees that its contract for ERC E services shall require that the ERC shall deem the City to be its client along with DEVELOPER and the ERC shall have same legal duties, responsibilities and obligations to City as it has to DEVELOPER.

ARTICLE IV Plans

4.1 In General

The Hazardous Materials Review has been prepared for the Building. Developer shall cause Plans to be prepared for the implementation of the Project which will result in the remediation and abatement of the conditions in need of remediation and abatement as described in the Hazardous Materials Review. The Plans shall conform to all applicable laws, codes and design requirements applicable to said abatement. The review and approval of the Plans shall not constitute the Director's certification or guaranty that the Plans comply with terms and conditions of this Article or otherwise represent the City's opinion of the adequacy of the Plans or the improvements shown therein to meet the requirements of the Project. Notwithstanding the foregoing, Plans shall have been approved in writing by the Director prior to the commencement of the construction, thereof.

4.2 Changes to the Plans

Any changes made to the Plans proposed by any party other than the City from the Plans referenced in Section 4.1 above shall be deemed to be material or substantial and shall be submitted to the Director for his approval in writing before any construction of the Project is commenced in conformance with the proposed changes. Unless the Director shall so approve any such change, no construction of the Project not conforming to the approved Plans shall be constructed.

ARTICLE V Project Implementation and Construction

5.1 Contract with Contractor

Upon approval of the Director, DEVELOPER shall enter into a contract for the implementation of the Project with a Contractor selected pursuant to competitive bidding process required by DEED and acceptable to the Director. Said contract shall be solely between DEVELOPER and the Contractor and payments due the Contractor under the contract shall be solely the responsibility of DEVELOPER. Said contract with said contractor shall require the contractor to pay wages and benefits complying with Section 2-26 of the Duluth City Code, 1959, as amended, shall require the contractor to enter into a PLA and shall require said contractor to participate in the Community Benefits Program.

5.2 DEDA as "Owner"

For the purposes of the duties owed by a contractor to an “Owner” of a construction project, DEVELOPER agrees that it will require the Contractor to deem DEDA to be an “Owner” for those purposes.

5.3 Project Completion

Developer agrees that the Project shall be completed no later than March 31, 2025, subject to the terms of this Agreement.

ARTICLE VI Certificate of Completion

6.1 Completion Inspection

Upon completion of implementation of the Project, DEVELOPER will give formal notice to the Director thereof via certification by the ERC that the Project has been implemented in complete accordance with this Agreement and the Plans. Upon receiving such notice/certification, the Director will inspect the public improvements. If the Project is in conformance with the applicable requirements, the Director will issue a Certificate of Completion certifying that the Project is complete. If the Project is not in conformance with the applicable requirements, the Director will provide formal notice to the DEVELOPER of the need for repair or replacement in conformance with the requirements of this Agreement.

ARTICLE VII Reimbursement of Reimbursable Costs

7.1 Partial Payment Requests

Subject to the receipt by DEDA of Grant Funds to reimburse AAMC for Project Costs incurred by Developer in the construction of the Project and no more frequently than January 1st, April 1st, July 1st and October 1st of each year during the term of this Agreement, Developer may submit a request for reimbursement of such Reimbursable Costs to the Executive Director be in the form of that attached hereto and made a part hereof as Exhibit C approved for payment by the ERC and the Director and shall be accompanied by such documentation as is necessary to demonstrate compliance with the requirements of the Grant Agreement and this Agreement and shall also be accompanied by such other documentation as shall be reasonably requested by the Executive Director.

7.1.1 Partial Payment

Upon receipt of the Request for Partial Payment with supporting documentation approved by the Executive Director as provided for in Section 7.1 above, and subject to the provisions of that Section, the DEDA will reimburse AAMC for Fifty (50%) percent of the Reimbursable Costs documented in said Request for Partial Payment up to the amount of the Grant Funds.

7.2 Final Payment Request

Upon issuance of the Certificate of Completion as provided for in Article V above Developer may request that DEDA reimburse AAMC for any Reimbursable Costs incurred by it in the Construction of the Project for which it had not previously been reimbursed up to the amount of the Grant Funds received by DEDA. Such request shall be in the form of that attached hereto and made a part hereof as Exhibit C and shall be accompanied by such documentation as is necessary to demonstrate compliance with the requirements of the the Grant Agreement and this Agreement and shall also be accompanied by such other documentation as shall be reasonably requested by the Executive Director.

7.2.1 Final Reimbursement Payments

Upon receipt of the Request for Final Reimbursement and supporting documentation, all as approved by the Executive Director, DEDA hereby agrees that it will reimburse AAMC for eligible costs incurred by it in the construction of the Project upon the later for the following dates and occurrences:

7.2.1. The issuance of the Certificate of Completion as provided for in Article V above.

7.2.1.2. The receipt by DEDA of the Grant Funds as defined herein, up to the maximum amounts set forth in the Grant.

7.3 Maximum Amounts

Notwithstanding anything in foregoing to the contrary, the maximum amounts which the DEDA shall be obligated to pay to AAMC to reimburse if for Reimbursable Costs incurred in designing and implementing the Project shall not exceed Six Hundred Seventy-two Thousand, Nine Hundred Eighteen Dollars (\$672, 918), payable from DEDA Fund 865 _____.

ARTICLE VIII Provisions Against Liens, Assignments and Transfers

8.1 Provision Against Liens

Except for encumbrances permitted pursuant to Section 9.2 below, the DEVELOPER shall not create or permit any mortgage, encumbrance or allow any mechanic's or materialmen's liens to be filed or established or to remain against the Project and property upon which it is constructed or any part thereof which would materially or adversely affect the CITY's interest in this Agreement during the term of this Agreement, provided that if DEVELOPER shall first notify CITY of its intention to do so and post such security as CITY reasonably deems necessary, DEVELOPER may, in good faith, contest any such mechanic's or other liens filed or established as long as CITY does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such context.

8.2 Provision Against Assignments, Transfers or Change in Identity of DEVELOPER

The parties hereto acknowledge that CITY is relying upon the qualifications and identify of DEVELOPER to develop and construct the Project. Therefore, except for the purposes of obtaining financing as hereinafter described and otherwise approved by this Agreement, DEVELOPER represents and agrees for itself, its successors and assigns that it has not made or created, and will not make or create or suffer to be made or created, any total or partial sale, assignment, conveyance, lease, trust, lien or power of attorney, nor has it nor will it allow any change in the identity of the principals or their respective percentages of ownership or voting rights, if such change would result in a change of control, and has not or will not otherwise transfer in any other way all or any portion of the Project, DEVELOPER, this Agreement or any other contract or agreement entered into in connection with carrying out its obligations hereunder prior to the issuance of the Certificate of Completion described in Article VII above; and except for mortgaging approved in writing by the Chief Financial Officer, DEVELOPER will not make or create or suffer to be made any such transfer of DEVELOPER's rights hereunder without the prior approval of CITY. Notwithstanding the foregoing, it is agreed that Developer may Assign this

Agreement to a Redevelopment Entity able and willing to perform the obligations of Developer hereunder with the prior written approval of the Executive Director; the approval of the Executive Director shall not be unreasonably withheld.

ARTICLE IX Indemnification

9.1 Generally

DEVELOPER will to the fullest extent permitted by law, protect, indemnify and save DEDA and the City of Duluth and their officers, agents, servants, employees and any person who controls DEDA within the meaning of Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims demands and judgements of any nature arising from:

9.1.1 Any injury to or death of any person or damage to property in or upon the Project or the Property or growing out of or in connection with the use or non-use, condition or occupancy of the Project or any part thereof and the implementation or installation of the Project on any portion of the Property. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the DEVELOPER, customers, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts.

9.1.2 Any violation by DEVELOPER of any provision of this Agreement.

9.1.3 Any violation of any contract, agreement or restriction related to the Project which shall have existed at the commencement of the term of this Agreement or shall have been approved by the DEVELOPER.

9.1.4 Any violation of any law, ordinance, court order or regulation affecting the Project, or the ownership, occupancy or use thereof.

9.2 Environmental Indemnification

In addition to the generality of the foregoing above, DEVELOPER hereby agrees that for itself, its successors and assigns that it will indemnify and save

the DEDA and the City of Duluth and their officers, agents, servants and employees and any person who controls the DEDA or the City within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees and expenses, causes of action, suits, claims, demands and judgments arising out of any condition created in the after the date of the signing of this Agreement which constitutes a violation of any environmental law or laws with regard to pollutants or hazardous or dangerous substances promulgated by the government of the United States or of the State of Minnesota or of any such duly promulgated rules and regulations of the United States Environmental Protection Agency or the Minnesota Pollution Control Agency or the presence in the Project of any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to persons or damage to property and that indemnification granted hereby shall include all costs of clean-up, remediation, together with the costs incurred in proceedings before court of law or administrative agency including attorney's fees, expenses, the fees and expenses of persons providing technical expertise addressing such problems, including expert witnesses, the costs of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind whatsoever arising out of such conditions existing in the Project.

9.3 Indemnification Procedures

Promptly after receipt by DEDA of notice of the commencement of any action with respect to which the Developer is required to indemnify DEDA, DEDA shall notify the Developer in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, the Developer shall assume the defense of such action, including the employment of counsel satisfactory to the DEDA and the payment of expenses. In so far as such action shall relate to any alleged liability of the DEDA with respect to which indemnity may be sought against the Developer, the DEDA shall have the right to employ separate counsel in any such action and

to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of the Developer.

ARTICLE X Insurance

10.1 Insurance and Coverage

DEVELOPER will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Project an All Risk Broad Form Basis Insurance Policy. The DEDA shall be named as an additional insured at all times on all required insurance and DEVELOPER will furnish the DEDA with proof of payment of premiums on policies covering the following:

10.1.1 Builder's risk or hazard insurance, written on the so-called "Builder's Risk Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest of the DEDA shall be protected in accordance with a clause in form and content satisfactory to the DEDA;

10.1.2 Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,500,000.00 for each occurrence and shall be endorsed to show the DEDA as an additional insured (to accomplish the above-required limits, an umbrella excess liability policy may be used).

10.1.3 The ERC shall be required to provide Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made" insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Service Provider agrees to provide DEDA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to DEDA, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the statute of repose runs; the protection to be provided by said

“claims made” insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

10.1.4 Worker's compensation insurance, with statutory coverage and employer's liability protection.

10.2 Requirements of All Insurance

All insurance required under this Article shall be taken out and maintained in responsible insurance companies selected by DEVELOPER which are authorized under the laws of the State to assume the risk covered thereby. Upon request, DEVELOPER will deposit with the DEDA a certificate or certificates of the respective insurers stating that such insurance is in force and effect. DEVELOPER shall give written notice to the DEDA at least thirty (30) days before the effective date of any cancellation or modification which reduces the coverage provided below the amounts required herein. In lieu of separate policies, DEVELOPER may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event DEVELOPER shall deposit with the DEDA a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

ARTICLE XI Default

11.1 Events of Default Defined.

The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events that remains uncured by such party beyond any applicable notice, cure and/or graced period set forth in Section 10.2 below or elsewhere herein:

11.1.1 Failure by DEVELOPER, as the case may be, to pay timely any ad valorem real property taxes or special assessments (to the extent any are applicable and properly payable by DEVELOPER) assessed with respect to the Property.

11.1.2 Failure by DEVELOPER to cause the implementation of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

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

10.1.4 Failure by DEVELOPER to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

11.1.5 If DEVELOPER shall:

10.1.5.1 file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law, or

11.1.5.2 Make an assignment for the benefit of its creditors; or

11.1.5.3 Admit in writing its inability to pay its debts generally as they become due; or

11.1.5.4 be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of DEVELOPER, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of DEVELOPER, or of the Project, or part thereof, shall be appointed in any proceeding brought against DEVELOPER, and shall not be discharged within ninety (90) days after such appointment, or if DEVELOPER, shall consent to or acquiesce in such appointment.

11.1.6 Any representation or warranty made by DEVELOPER under this Agreement shall prove to have been incorrect in any material respect when made.

11.2 Remedies on Default.

Whenever any Event of Default referred to in Section 13.1 occurs and is continuing, the non-defaulting party, as specified below, may take any one or more of the following actions after providing thirty (30) days' written notice to the defaulting party (and any other party to this Agreement), but only if the Event of Default has not been cured within said thirty (30) days, or if said Event of Default cannot reasonably be cured within the time, the defaulting party fails to give assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured within a period of time reasonably acceptable to the non-defaulting party, but in any event not to exceed ninety (90) days.

11.2.1 If an Event of Default is caused by DEVELOPER, the City may suspend its performance under this Agreement until it receives assurances from DEVELOPER, deemed adequate by the City, that DEVELOPER will cure the default and continue its performance under this Agreement.

11.2.2 If an Event of Default is caused by DEVELOPER, the City may terminate this Agreement, except that no termination may be effective at any time that DEVELOPER is proceeding in good faith to cure the defect and/or gives reasonable assurances to the City as required in (a) above, or if there exists a good faith dispute with the City as to an event of default as defined above, and DEVELOPER posts a bond or other security as reasonably adequate to cure the alleged default.

11.2.3 If an Event, of Default is caused by DEVELOPER the City may take any action, including legal or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of DEVELOPER under this Agreement.

11.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by, statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

ARTICLE XII Additional Provisions

12.1 Titles of Articles and Sections.

Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

12.2 Disclaimer of Relationships.

DEVELOPER acknowledges that nothing contained in this Agreement nor any act by the DEDA or DEVELOPER shall be deemed or construed by DEVELOPER or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the DEDA, DEVELOPER and/or any third party.

12.3 Modifications.

This Agreement may be modified solely through written amendments hereto executed by both DEVELOPER and the DEDA.

12.4 Counterparts.

This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

12.5 Judicial Interpretation.

Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

12.6 Notices and Demands.

Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by

12.6.1 In the case of DEVELOPER is addressed to or delivered personally to DEVELOPER at:

Armory Arts and Music Center
1626 London Road, #779
Duluth, MN 55812
Attn: Mark Poirier

With copy to:

William M. Burns
Hanft Fride, P.A.
1000 US Bank Place
130 W. Superior Street
Duluth, MN 55802

12.6.2 In the case of the DEDA is addressed to or delivered personally to the DEDA at:

Duluth Economic Development Authority
411 West First Street
Room 400 City Hall

Duluth, MN 55802

Attn: Executive Director

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

ARTICLE XIII Governing Law

13.1 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the DEDA and DEVELOPER have caused this Agreement to be duly executed on or as of the date first above written.

DULUTH ECONOMIC DEVELOPMENT
AUTHORITY, an economic
development authority under
M.S. Chapter 469

SHERMAN ASSOCIATES, INC., a
Minnesota Corporation

by: _____
Its President

By: _____
Its: _____

Attest:

ARMORY ARTS AND MUSIC CENTER, a
Minnesota Non-profit
Corporation

By: _____

By: _____
Its: _____

Approved:

Countersigned:

By: _____

Its Attorney

By: _____

Its Auditor