

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated _____, 2026, is made and entered into between DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision of the State of Minnesota, duly organized and existing under the Constitution and the laws of the State of Minnesota (hereinafter referred to as the "Issuer"), NORTH SHORE BANK OF COMMERCE, a Minnesota corporation, having an office in Duluth, Minnesota (said bank or its successors or assigns being referred to hereunder as the "Lender") and ONE ROOF HQ LLC, a Minnesota limited liability company organized and existing under the laws of the State of Minnesota (called herein the "Borrower"). (Capitalized terms used but not defined in this Assignment Agreement or required to be capitalized by the rules of grammar have the meanings assigned in the Loan Agreement referred to below.)

WITNESSETH:

A. The Issuer has authorized the issuance and sale to the Lender of its 501(c)(3) Facilities Revenue Note (One Roof Project), Series 2026, of even date herewith (hereinafter referred to as the "Note") registered in the name of the Lender, in the principal amount of \$[1,500,000].

B. The Issuer has entered into a Loan Agreement of even date herewith with the Borrower (hereinafter referred to as the "Loan Agreement"), whereby the Issuer has agreed to loan the proceeds of the Note to the Borrower, and the Borrower has agreed to repay the loan upon the terms set forth in the Loan Agreement.

C. The Issuer, the Lender, and the Borrower are entering into this Assignment Agreement in order to induce the Lender to purchase and advance funds under the Note.

NOW, THEREFORE, in order to induce the Lender to purchase the Note and to secure the due and punctual payment of the Note, the Issuer, the Lender and the Borrower agree as follows:

1. Assignment; Security Interest.

A. The Issuer pledges and assigns to the Lender and grants to the Lender a security interest in all of the Issuer's right, title and interest in and to the Loan Agreement, except the Unassigned Rights and all proceeds thereof (collectively, "Assigned Interest"). Such pledge, assignment and grant of security interest and all rights incident thereto, are made free and clear of any lien, security interest or other encumbrance other than the security interest arising hereunder.

B. The Issuer and Borrower expressly understand and agree that the Lender is entitled to and shall receive directly from Borrower all payments under the Loan Agreement (other than payments, if any, owed by the Borrower to the Issuer respecting the Unassigned Rights). The Lender covenants and agrees that all payments the Lender receives under the Loan Agreement shall be applied in accordance with the terms of the Loan Agreement. The Lender hereby agrees that the Lender will be bound by provisions relating to the Lender and Issuer with respect to the Assigned Interest in the Loan Agreement.

C. The Issuer represents to the Lender that it has not pledged, assigned or granted a security interest in the Loan Repayments or the Assigned Interest to any person other than the Lender.

D. The Issuer agrees, on request of the Lender, but without expense to the Issuer, to execute and deliver to the Lender such other documents or instruments as shall be deemed necessary or appropriate by the Lender at any time to confirm or perfect the security interest hereby granted.

2. Exercise of Rights and Remedies.

A. The Issuer authorizes the Lender to exercise, either in the Issuer's name or the Lender's name, any and all of the Issuer's rights and remedies under the Loan Agreement without the consent or approval of the Issuer (except with respect to the Unassigned Rights). The authority to approve, execute and deliver, on behalf of the Issuer, future amendments to the Loan Agreement are delegated to the Authorized Officers, as defined in the Issuer's Resolution, subject to the following conditions: (1) such amendments or consents do not materially adversely affect the interests of the Issuer; (2) such amendments or consents do not contravene or violate any policy of the Issuer; (3) such amendments or consents do not require the consent of the holder or such consent has been obtained; (4) such amendments or consents are acceptable in form and substance to Bond Counsel and Issuer's Counsel, and (5) any conditions established in this Assignment Agreement and Loan Agreement; provided further that the Governing Body, as defined in the Issuer's Resolution, of the Issuer must approve any changes which, in the opinion of Bond Counsel, in consultation with the Issuer's bond counsel, affect the Unassigned Rights.

B. The Issuer shall not, except with respect to the Unassigned Rights and payments with respect thereto, without the express written consent of the Lender:

(1) exercise or attempt to exercise any remedies under the Documents, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of the same, or, by affirmative act, consent to the creation or existence of any security interest or other lien in any portion of the Assigned Interest to secure payment of any other indebtedness; or

(2) receive or collect or permit the receipt or collection of any payments, receipts, rentals, profits or other monies under the Loan Agreement or assign, transfer or hypothecate (other than to the Lender) any of the same then due or to accrue in the future.

C. The Lender agrees to promptly provide the Issuer with copies of any notices of the exercise of remedies given by the Lender to the Borrower under the Loan Agreement. The Lender further agrees that if it exercises its rights in the name of the Issuer, the Lender shall promptly provide the Issuer with written notice of such exercise and copies of all pleadings prior to the exercise of such rights. Notwithstanding the foregoing, Lender's failure to give any such notices to the Issuers shall not impair any exercise of remedies by the Lender.

D. The Issuer agrees to promptly provide the Lender and the Borrower with any notices it may receive with regard to a Determination of Taxability and notice of any exercise of

remedies with respect to the Unassigned Rights and payments with respect thereto, as provided in the Loan Agreement.

3. Interpretation and Construction.

A. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants, promises and agreements in this Assignment Agreement contained by or on behalf of the Issuer, the Borrower or the Lender shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

B. The unenforceability or invalidity of any provision or provisions of this Assignment Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

C. This Assignment Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Minnesota. This Assignment Agreement may not be amended or modified except in writing signed by the Issuer, the Borrower and the Lender.

D. This Assignment Agreement may be executed, acknowledged and delivered in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

4. Limitation of Issuer's Liability.

A. The Lender recognizes and agrees to the limitations applicable to the Issuer as a result of the Unassigned Rights, including without limitation, the Issuer's complete reliance on the Borrower and Bond Counsel respecting qualification of the Project as a "project" under the Act, the Issuer's complete reliance on the Borrower and Bond Counsel as to the tax exemption of the interest on the Note and the limitation of the Issuer's liability for payment thereof as those particular limitations are set forth in the Loan Agreement, among others. The Lender further recognizes and understands that the Note is a special limited obligation of the Issuer payable solely from revenues derived from the Loan Agreement and from the property that secures payment of the Note. The Lender recognizes and understands that the Note and the interest thereon, together with any Tax Loss Amount and penalties for late payment under the Note, shall never constitute a moral or general obligation of the Issuer or constitute a debt of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer or a charge against the Issuer's general credit or taxing power. The Lender recognizes and understands that the Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, except revenues under the Loan Agreement.

B. The Lender recognizes and agrees that the Issuer has no obligation to investigate the financial position or prospects of the Borrower or the adequacy of terms of, or collateral security for, the Note, the Loan Agreement, or any related agreement. The Lender recognizes and agrees that the Issuer has no liability in connection with the issuance or sale of the Note, including without limitation, liability relating to representations made by or for performance of the obligation of any person who is a party to a related transaction or agreement.

C. If, notwithstanding the provisions of the immediately preceding paragraph, the Issuer incurs any expense, loss, claim, damage, or liability, the Borrower will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer relating thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive payment of the Note.

5. Representations of Lender. The Lender, through its undersigned authorized representative, represents and acknowledges, as applicable, that:

A. it is an entity described in Minnesota Statutes, Section 80A.41(12) and is able to bear the economic risk of the investment represented by its purchase of the Note;

B. the purchase of the Note will not cause it to exceed its legal lending limit with respect to the Borrower or any other person or entity liable with respect to payment of the Note;

C. the purchase of the Note and the execution, delivery and performance of this Assignment Agreement have been duly authorized by all necessary corporate action of the Lender;

D. all approvals or reviews required from any public or regulatory body with respect to the Lender entering into or performing this Assignment Agreement have been received as of the date hereof;

E. it has been offered by the applicable party or its agent copies of or full access to all Documents and all records, reports, financial statements and other information concerning the Project and the Borrower and pertinent to the source of payment for the Note to which a reasonable investor would attach significance in making investment decisions;

F. in determining whether to purchase the Note, it has relied solely upon credit investigations and due diligence review conducted by itself and/or its own advisors and upon representations, warranties and covenants of the Borrower set forth in the Documents, the Note and closing certificates relating to the Note and has not relied upon any representation of the Issuer or any of its officers, agents or employees, or of Bond Counsel, other than the written opinion of Bond Counsel delivered on the date hereof, and representations of the Issuer in the Note and the Documents;

G. it is sufficiently knowledgeable and experienced in financial and business matters, including the Borrower's business and the risks associated therewith and the purchase and ownership of municipal and other tax-exempt special obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note and it is aware of the intended use of the proceeds of the Note;

H. it understands that the Note is a special limited obligation of the Issuer payable solely from payments received from the Borrower under the Loan Agreement and Note, or in the event of a default under the Documents or the Note, from the sale, releasing or other disposition of property that secures payment of the Note;

I. it understands that the Note and the interest thereon do not constitute an indebtedness of the Issuer within the meaning of any State constitutional provision or statutory

limitation and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer and that the Note will never represent or constitute a moral or general obligation, debt or bonded indebtedness of the Issuer, the State of Minnesota or any political subdivision thereof and that no right will exist to have taxes levied by the Issuer, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note;

J. it has been informed and acknowledges that, pursuant to exemptions under applicable law, (1) the Note is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities laws or regulations, (2) no official statement or other disclosure document has been prepared or distributed in connection with the initial offering and sale of the Note, (3) no continuing disclosure documents will be prepared or distributed with respect to the Note, (4) the Note will not be listed on any stock or other securities exchange, (5) the Note will carry no rating of any rating service, (6) the Note is not likely to be readily marketable, and (7) the Note may not be assigned or transferred, in whole or in part (and no beneficial interest in the Note may be sold or transferred) except in accordance with an applicable exemption from the foregoing requirements;

K. its purchase of the Note is made for investment purposes and not for the purpose of redistribution except to the extent that the Lender may sell the Note or one or more participation interests therein to one or more transferees or participants; provided that the Lender will not offer, sell or otherwise dispose of all or any part of any interest in the Note, except: (1) in full good faith compliance with all securities registration, broker-dealer, antifraud and other provisions of applicable state and federal laws, (2) under effective federal and state registration statements (that neither the Issuer, nor the Borrower, shall in any way be obligated to provide) or under exemptions from such registrations, (3) pursuant to an agreement in substantially the form of this Assignment Agreement or a participation agreement or investment letter in which the transferee or participant makes representations and covenants identical to the representations and covenants of the Lender set forth in this Section 5, (4) in increments of not less than the lesser of (a) its entire interest in the Note or (b) \$100,000, and (5) to financial institutions or other accredited investors (as described in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended), and only to such financial institutions and other accredited investors that have represented to the Lender that they have sufficient experience in financial matters to appropriately evaluate the merits and risks of an investment in the Note;

L. the opinion of Bond Counsel is limited to the matters set forth therein and that Bond Counsel has neither undertaken nor expressed any opinions with respect to the adequacy of disclosures by the Borrower to the Lender, the status of title to the property in question or the validity or enforceability of, or the perfection priority of any interest created by, the Mortgage; and

M. the undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this Assignment Agreement on behalf of the Lender.

6. Recording of Mortgage; Financing Statements.

A. The Lender will undertake to assure that the Mortgage is filed for record in the manner required by law.

B. The Issuer and Lender authorize Fryberger, Buchanan, Smith & Frederick, P.A. to prepare and file all Uniform Commercial Code financing statements necessary to perfect the security interest of the Lender in the Assigned Interest granted to the Lender by the Issuer pursuant to this Assignment Agreement. The Issuer makes no representations regarding the adequacy or sufficiency of such financing statements or as to the perfection of such security interests. The Borrower consents to the Lender or its designee filing any UCC financing statements with respect to the Mortgage and Security Agreement, and any future continuation statements, and agrees to pay for the costs of such filings.

7. Release. The Borrower acknowledges and agrees that the Issuer shall not be liable to the Borrower, and releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Borrower as a result of or relating to any action, or failure or refusal to act, on the part of the Lender with respect to the Documents or the documents and transactions related thereto or contemplated thereby, including, without limitation, the exercise by the Lender of any of its rights or remedies pursuant to the Documents or any collateral security documents.

8. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

9. Non-Liability of the Lender. Neither the Lender nor any of its officers, directors, employees or agents shall be liable or responsible for any of the following: (i) the use that may be made of the proceeds of the Note, the Loan or any amounts made available by the Lender hereunder or for any acts or omissions of the Borrower in connection therewith; or (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, each of the Issuer, the Lender and the Borrower have caused this Assignment Agreement to be duly executed the day and year first above written.

DULUTH ECONOMIC DEVELOPMENT
AUTHORITY

Board President

Board Secretary

(Signature page to Assignment Agreement dated the date first above written between Duluth Economic Development Authority, North Shore Bank, and One Roof HQ LLC)

NORTH SHORE BANK OF COMMERCE

By _____
Name: Al Bastien
Its: Vice President

(Signature page to Assignment Agreement dated the date first above written between Duluth Economic Development Authority, North Shore Bank, and One Roof HQ LLC)

ONE ROOF HQ LLC

By _____
[Name]
Its: [Title]

By _____
[Name]
Its: [Title]

(Signature page to Assignment Agreement dated the date first above written between Duluth Economic Development Authority, North Shore Bank, and One Roof HQ LLC)