



CITY COUNCIL MEETING AGENDA
TUESDAY MAY 19, 2026

CITY COUNCIL MEETING TIME: 6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. ****Consent Agenda****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of City Council Minutes from the May 5, Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 - Checks No. 24365-24391).
- c. Non-City Assembly Permit Requests:
 - Tour De Tonka – August 1, 2026
 - Polo Classic – August 2, 2026

5. Reports of Boards and Committees by Council and Staff.

6. West Hennepin Public Safety – Director Matthew DuRose: Presentation of the April 2026 Activity Reports.

7. Consider approval of the issuance of a 501(C)(3) Facilities Revenue Note for the North Shore Gymnastics Project, SERIES 2026, and related documents and actions therefor.

- a. **RESOLUTION No. 26-0519-01** - Approving the Issuance of the Conduit Bonds.

8. Discussion on New Options for Cities Relating to In-Person Early Voting Days for the Upcoming Local, State and National Elections.

9. Proclamation Recognizing and Thanking – First Presbyterian Church of Maple Plain’s Good Works Philanthropy Group for the volunteer services performed in the City of Independence in Association with the Community Clean-Up Day.

10. Open/Misc.

11. Adjourn.



CITY COUNCIL MEETING MINUTES
TUESDAY MAY 5, 2026

CITY COUNCIL MEETING TIME: 6:30 PM

1. CALL TO ORDER

Mayor Brad Spencer called the meeting to order on Tuesday, May 5, 2026, at 6:30 PM

2. PLEDGE OF ALLEGIANCE

Mayor Spencer led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Spencer, Betts, Fisher, McCoy, Grotting

ABSENT: None

STAFF: City Administrator Kaltsas, Administrative Services Director Simon,
Public Works Director Lehman

VISITORS: Scott Hohag

4. ****CONSENT AGENDA****

Mayor Spencer stated that the consent agenda items would be considered routine and acted on by one motion unless someone would like to remove an item for discussion. The consent agenda

- a. Approval of City Council Minutes from the April 21, 2026, Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 - Checks No. 24350-24364).
- c. Non-City Assembly Permit Requests:
 - 1351 Nelson Road: Wedding - May 22, 2026
 - 909 County Road 19: Wedding – June 6, 2026

Motion by McCoy, seconded by Betts to approve the consent agenda. Ayes: Spencer, Fisher, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain: None. Motion Approved. 5-0

5. Reports of Boards and Committees by Council and Staff.

Council member Fisher Attended the following meeting:

- City Clean Up Day

Council member Betts Attended the following meeting:

- None

Council member McCoy Attended the following meeting:

- WHPS Public Safety

Council member Grotting Attended the following meeting:

- Planning Commission

Mayor Spencer Attended the following meeting:

- Planning Commission
- Sensible Land Use – Metcouncil
- Senate Transportation Committee with Kaltsas
- West Suburban Fire quarterly meeting
- West Suburban Fire Interviews for Deputy Chief
- WHPS Full-Time Officer Interviews
- LSIA Spring Meeting
- WHPS Commission Meeting
- WBIF/PSCWS (zoom)
- City Clean Up Day

Amber Simon Attended the following meeting:

- HC Election Training
- City Clean Up Day
- Planning Commission

Mark Kaltsas Attended the following meeting:

- Clean Up Day
- Audit
- Will do a proclamation for the Church Group for clean up day

6. **Public Hearing:** Consideration to Adopt Excel Energy Franchise Agreements for Gas and Electric.

City Administrator Kaltsas introduced both franchise agreement items together. He explained that Xcel Energy (Northern States Power, d/b/a Xcel Energy) contacted the City at the end of 2025 to advise that the previously executed franchise agreements were expiring and to request the adoption of new agreements. The new agreements are 20-year term agreements, consistent with the prior agreements. City Attorney Bob Vose reviewed the agreements and worked with Xcel's attorneys to refine the language.

Kaltsas noted that the ordinances as presented do not include franchise fees — an optional mechanism by which cities can charge an additional fee on utility bills for specific purposes. Staff indicated no franchise fee was being proposed at this time, though the City retains the ability to add one in the future.

Brief discussion followed regarding the extent of Xcel's gas service within Independence, with Kaltsas confirming that Xcel does provide gas service to at least the northwest portion of the city.

Councilmember Grotting inquired about the CenterPoint and Wright-Hennepin franchise agreements. Kaltsas confirmed those agreements are not up for renewal in the near term and that the City would address them upon expiration. Discussion also touched on how utility service territories are determined at the state level and how those boundaries differ from telecommunications franchises.

The public hearing was opened. No members of the public offered comment.

Motion by Betts, seconded by Grotting to close the public hearing. Ayes: Spencer, Fisher, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain: None. Motion Approved. 5-0

a. **ORDINANCE No. 2026-04:** Electric Franchise Ordinance

Motion by McCoy, seconded by Fisher to approve ORDINANCE 2026-04. Ayes: Spencer, Fisher, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain: None. Motion Approved. 5-0

b. **ORDINANCE No. 2026-05:** Gas Franchise Ordinance

Motion by Grotting, seconded by McCoy to approve ORDINANCE 2026-05. Ayes: Spencer, Fisher, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain: None. Motion Approved. 5-0

7. Scott Hohag (Applicant/Owner) requests that the City consider the following action for the property located at 6288 Drake Drive, Independence, MN (PID No. 26-118-24-32-0003):
 - a. **RESOLUTION No. 26-0505-01:** Considering approval of a conditional use permit (CUP) to allow a detached Accessory Dwelling Unit (ADU) to be located on the subject property.

City Administrator Kaltsas presented the request on behalf of the applicant, Scott Hohag. The property at 6288 Drake Drive is zoned Rural Residential, within which detached Accessory

Dwelling Units (ADUs) are permitted as a conditional use. The applicant is currently in the process of constructing a new principal residence on the property and subsequently requested approval to construct a detached accessory building containing an ADU.

Kaltsas walked through each of the applicable ordinance criteria and confirmed the proposal meets all requirements:

- The proposed ADU of 640 square feet is subordinate in size to the 3,574 sq. ft. principal dwelling.
- The proposed accessory structure totals 2,080 sq. ft., within the 2,800 sq. ft. maximum allowable for the approximately 3-acre parcel.
- The ADU includes one bedroom with permanent provisions for cooking, living, and sanitation, satisfying the requirement and remaining within the two-bedroom maximum.
- The septic system has been sized to accommodate the additional bedroom.
- The structure's placement respects primary and secondary septic sites; the property has no further subdivision eligibility.
- The applicant confirmed the ADU would be occupied by a relative of the homesteaded owner.
- A building permit will be required, and all applicable building code requirements must be met as a condition of approval.

Kaltsas noted that the Planning Commission held a public hearing on this item, at which one neighboring property owner from 1015 Drake Drive asked for general clarification on conditional use permits but expressed no opposition to the specific application. The Planning Commission reviewed the proposal, found it met all applicable criteria, and recommended approval to the City Council.

A brief question was raised regarding whether the ADU would be located on the main floor of the accessory structure, which Kaltsas confirmed.

Motion by Grotting, seconded by McCoy to approve RESOLUTION 26-0505-01 approving a Conditional Use Permit for a detached Accessory Dwelling Unit at 6288 Drake Drive. Ayes: Spencer, Fisher, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain: None. Motion Approved. 5-0

8. Open/Misc.

Highway 12 Funding Update: The Mayor reported that he and City Administrator Kaltsas have appeared before both the House and Senate Transportation Committees regarding Highway 12 funding. The current legislative session is set to conclude on May 8, 2026. The original funding request was \$20 million; the Mayor indicated the outcome remains uncertain, noting he had spoken with a contact who described the situation as "on the fence." Funding for a railroad crossing improvement was also mentioned as a possibility but with no confirmed outcome.

Lakeshore Improvement Association – Boat Lift: The Mayor reported that a longstanding informal cost-sharing arrangement between the Lake Association and the Sportsman's Club for a boat lift at the public landing had broken down. He was approached about whether the City would fund a replacement lift. The Mayor declined on behalf of the City, explaining that City involvement would trigger requirements for a more expensive ADA-accessible lift and that the City does not own the landing, which falls under the jurisdiction of the Minnesota DNR or the City of Greenfield.

Letter from a Resident: The Mayor read into the record a letter submitted by Spencer Kim, a seven-year-old resident of Perkinsville Road, requesting that the City construct a sidewalk on Perkinsville Road so that he could safely ride his bike without being confined to his driveway due to fast-moving traffic. The letter prompted a broader discussion among the Mayor, City Administrator Kaltsas, Councilmember Grotting, and Amber Simon regarding the feasibility of a trail connection along Perkinsville Road to Baker Park (Three Rivers Park District).

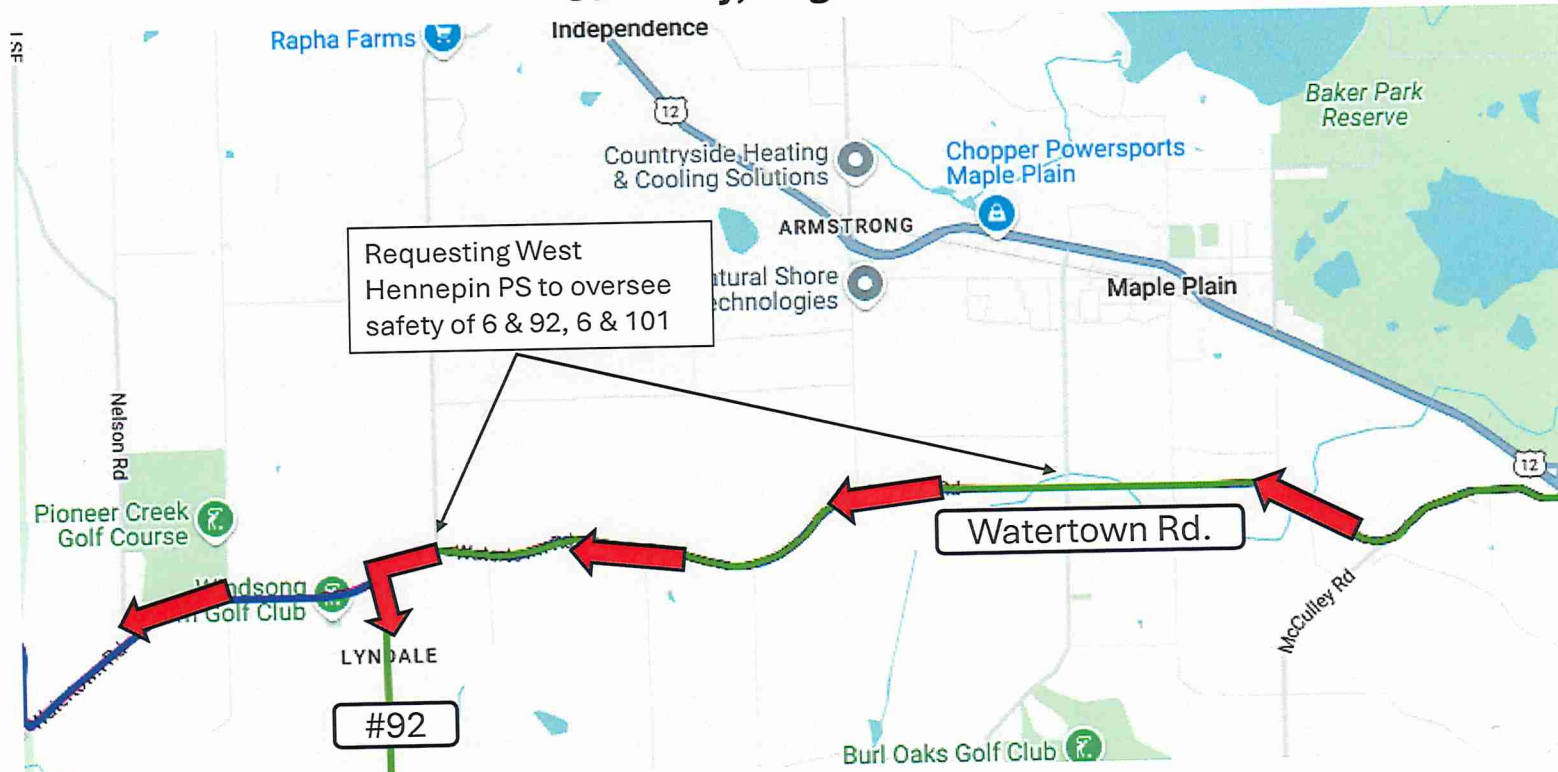
Kaltsas recounted that during the Bridgevine development review, the City had explored the possibility of a trail along Perkinsville connecting to the Baker Park campground trail system, but Three Rivers Park District declined to allow an official public trail connection to the campground. The City had also commented on the Baker Park master plan with the same request and received a similar response. Kaltsas noted that the path forward would likely require engagement with Three Rivers Park District and Hennepin County regarding a trail on County Road 19 that could eventually tie into the Bridgevine pedestrian infrastructure. He suggested that the upcoming comprehensive plan process — within the next two years — would be an appropriate time to revisit those conversations, noting the City's strong relationship with Three Rivers Executive Director Bo Carlson. The Council acknowledged the letter favorably and agreed the matter warrants continued attention, with no formal action taken at this time.

9. Adjourn.

Motion by Betts, seconded by Fisher to adjourn the meeting at 7:00PM. Ayes: Spencer, Fisher, Betts, Grotting. Nays: None. Absent: None. Abstain: None. Motion Approved. 5-

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2026 Tour de Tonka City of Independence Saturday, August 1st



- Riders will enter Independence Westbound on Watertown Rd.
- The first wave of riders will stay Westbound and exit the city limits towards Delano.
- The second wave of riders will turn South on #92 and exit Independence.
- Once riders leave – they will not return. This is a one-way route.

Date: May 12, 2026
 To: Public Safety Commissioners
 City of Independence Council Members
 City of Maple Plain Council Members
 From: Director Matt DuRose
 SUBJECT: April 2026 Monthly Activity Report



I present to you the April 2026 Monthly Activity Report for West Hennepin Public Safety.

All incidents are broken down as defined in the National Incident-Based Reporting System (NIBRS). NIBRS is the accepted reporting system utilized by police agencies across the country. NIBRS provides more complete and detailed incident information because it requires reporting of every offense committed within the incident. By detailing all offenses reported to West Hennepin Public Safety, it may appear that crime statistics are higher than what they have been, but this isn't necessarily the case. In this month's report, you will see that there were 6 criminal offenses reported, but they occurred in 5 incidents.

NIBRS is broken down in the following categories:

Group A offenses

Animal Cruelty	Drug offenses	Homicide	Prostitution
Arson	Embezzlement	Human Trafficking	Robbery
Assault	Extortion	Kidnapping	Sex Offenses
Bribery	Forgery	Larceny	Stolen Property
Burglary	Fraud	Motor Vehicle Theft	Weapon Laws
Destruction/Damage	Gambling	Obscene Material	

Group B offenses

Bad Checks	Driving Under Influence	Liquor Law Violations	All Other Offenses
Curfew	Drunkenness	Peeping Tom	
Disorderly Conduct	Family Offenses	Trespass	

In addition to reporting Group A & B offenses, this activity report includes traffic related activity and community engagement activities of West Hennepin Public Safety.

You will notice that this month's report shows a different reporting category for calls for service in April and year to date. This adjustment was necessary to more appropriately reflect our activity. The 'Other' category will now include WHPS' activity in assisting other agencies, conducting Toward Zero Death (TZD) enforcement operations, and activity that occurs outside of Maple Plain and Independence.

If anyone would like more detailed data, please contact my office.

Respectfully submitted,

West Hennepin Public Safety Monthly Activity Report

April 2026



April 2026 Overview

Calls for Service
Maple Plain
112 (26%)

Total Calls for Service
422

Calls for Service
Independence
231 (55%)

Traffic
Offenses
73

DWIs
0

Crashes
3

Arrests
0

Group A
Offenses
3

Group B
Offenses
0

Other (19%)
AA – 26
TZD – 50
Oth – 3

Traffic
Offenses
116

DWIs
2

Crashes
6

Arrests
2

Group A
Offenses
1

Group B
Offenses
2

- *Traffic Offenses include citations, parking tickets, written and verbal warnings
- *Arrests include physical arrests and citations issued for criminal offenses
- *Group A & B Offenses include all reportable offenses whether a physical arrest was made or not
- *TZD is not included in CFS or traffic offenses



Year to Date 2026 Overview

Calls for Service
Maple Plain
498 (29%)

Total Calls for Service
1,722
(2025 YTD: 1,574)

Calls for Service
Independence
1,006 (58%)

Traffic
Offenses
223

DWIs
5

Other (13%)
AA – 132
TZD – 75
Oth – 11

Traffic
Offenses
487

DWIs
9

Crashes
7

Arrests
12

Crashes
55

Arrests
12

Group A
Offenses
22

Group B
Offenses
15

Group A
Offenses
8

Group B
Offenses
13

- *Traffic Offenses include citations, parking tickets, written and verbal warnings
- *Arrests include physical arrests and citations issued for criminal offenses
- *Group A & B Offenses include all reportable offenses whether a physical arrest was made or not
- *TZD is included in CFS and traffic data



Calls for Service: Non-Criminal

Medicals & Lift
Assists/Falls
24

Alarms
18

Traffic
Complaints
6

Suspicious
Activity
12

Disturbance
4

Welfare Check
& Mental Health
8

Record Checks
& Permits
30

Animal Calls
8

*Medicals & Lift Assists/Falls include all medical emergencies

*Alarms include home, business, fire, CO2 alarms

*Disturbance includes fights, harassment, and disorderly situations.



Year to Date Calls for Service: Non-Criminal

Medicals & Lift
Assists/Falls
98

Alarms
73

Traffic
Complaints
36

Suspicious
Activity
39

Disturbance
13

Welfare Check
& Mental Health
41

Record Checks
& Permits
148

Animal Calls
25

*Medicals & Lift Assists/Falls include all medical emergencies

*Alarms include home, business, fire, CO2 alarms

*Disturbance includes fights, harassment, and disorderly situations.

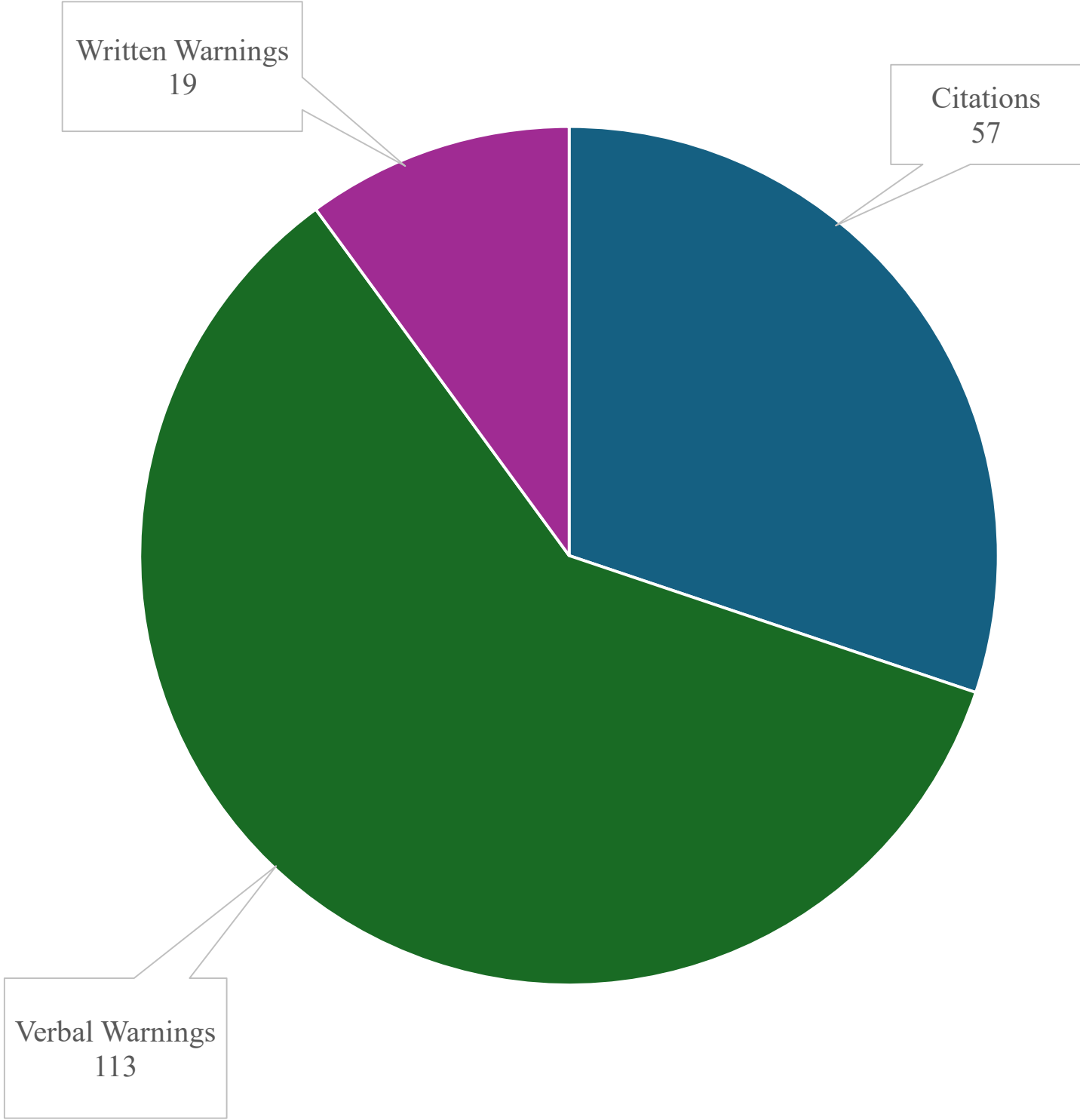


Notable Calls for Service

- **Crash, ICR 26001416:** 6600 block of Highway 12, Independence. Officer was dispatched to a three-vehicle property damage crash. Officer arrived on scene and determined the lead vehicle (not directly involved in the crash) stopped suddenly, causing the three vehicles following to crash. Two vehicles had disabling damage and one vehicle sustained minor damage.
- **Found Dog, ICR 26001433:** 4500 block of Shady Beach Circle, Independence. Officer was dispatched to a found dog in custody. Officer arrived and found a friendly female Rottweiler with no microchip or collar. The owner never came forward, and the dog was taken to Monticello Animal Control where it will eventually be placed for adoption.
- **Disturbance, ICR 26001509:** Lake Sarah Road/Fogelman, Independence. Officers were dispatched to multiple vehicles near the listed intersection for an unknown reason. Officers arrived and observed numerous local homeowners gathering around two unoccupied vehicles parked on the side of the road. Officer made contact with the registered owners of the vehicles who advised their kids were playing Nerf Wars.
- **Trespassing, ICR 26001641:** 2300 block of Independence Rd, Independence. Officer was dispatched to a trespassing complaint of multiple juveniles fishing on the reporting party's property. Officer arrived on scene and observed some fishermen were driving away. Officer spoke to the remaining fishermen about the reporting party's property line. They were advised to pass the word onto their friends.
- **Missing Person, ICR 26001679:** 3600 block of Ihduhapi Road, Independence. Officers were dispatched to a report of a missing person. The subject was known to struggle with several medical and mental health issues. Other agencies, State Patrol Air Support, and drones were launched to assist with the search. Ultimately, Officers were unable to locate the subject. A missing person alert was issued. The next day, Officers were able to locate the subject after he was spotted by an observant citizen and was transported to the hospital.

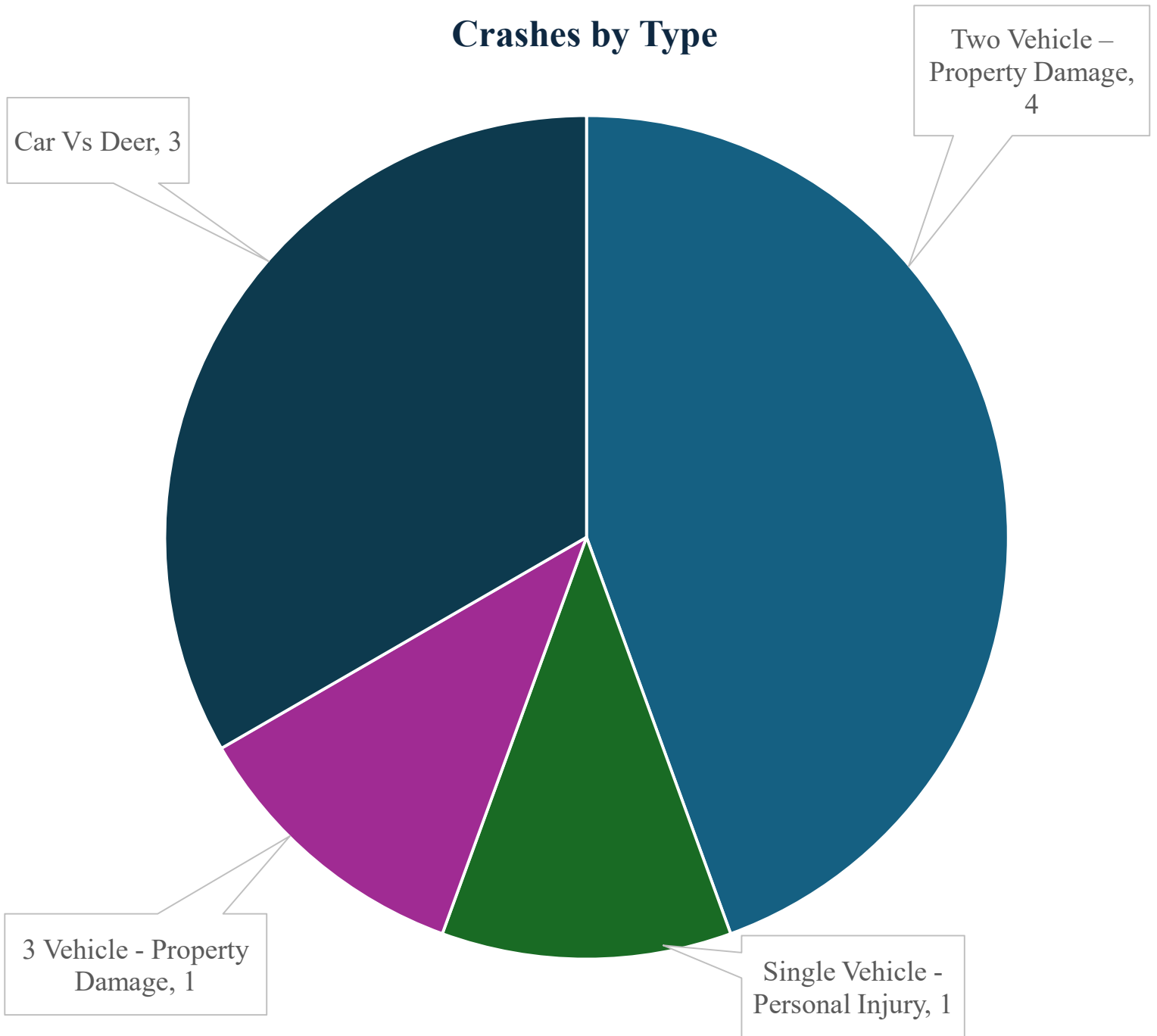


Traffic Offense Data



Crash Statistics

Crashes by Type



Criminal Offenses

Assault
MP – 2

Identity Theft
MP – 1
Ind – 1

DWI
Ind – 2

*6 total reportable criminal offenses to the State/FBI in 5 separate incidents



Notable Criminal Offenses

- **Stabbing, ICR 26001362:** 1500 block of Howard Ave, Maple Plain. Officers were dispatched to a reported stabbing. Officers arrived on scene and received information the suspect had fled on foot. Officers located the suspect and she was transported to the hospital for possible mental health episode. Officers spoke to the victim and found the suspect had stabbed her partner with a screwdriver multiple times in the shoulder during a domestic situation. The case was charged via warrant for Threats of Violence.
- **DWI, ICR 26001511:** County Road 6/Copeland Road, Independence. Officer was on routine patrol and observed a vehicle driving over the posted speed limit. Officer stopped the vehicle and spoke to the driver who displayed signs of impairment. Field Sobriety Tests were conducted, and the driver was ultimately arrested for DUI. A Drug Recognition Evaluation was conducted and determined signs of narcotic impairment were present. A search warrant was signed for a blood draw. Pending results.
- **Identity Theft, ICR 26001556:** 8400 block of Pioneer Creek Rd, Independence. Officer was dispatched to a report of identity theft. The reporting party advised over \$4,200 in fraudulent charges from a business credit account that has been established in a business name he sold in 2002. The case was forwarded to investigations.
- **Pursuit, ICR 26001611:** 4800 block of Gateway Blvd, Maple Plain. Officers received information about a stolen vehicle with an alert advising the driver was wanted for 2nd Degree Assault and may be armed. Officers located the vehicle and attempted to stop the suspect, which he ultimately fled from officers westbound on Highway 12. The pursuit was terminated after the suspect's driving conduct became dangerous to the public. A warrant was issued for the driver's arrest.
- **DWI, ICR 26001724:** Highway 12/County Road 90, Independence. Officer initiated a traffic stop on a vehicle due to failure to maintain lane, speed, and following too close. Officer spoke to the driver and observed indicators of alcohol impairment. Field Sobriety Tests were performed and a preliminary breath test showed 0.175. Officer placed the driver under arrest and transported him for booking. During booking, the arrestee would not stop belching and burping. Due to the potential for mouth alcohol, a search warrant was granted and executed for a blood draw. Pending toxicology results.



Community Engagement

- April 1 Multiple officers worked a Distracted Driving enforcement detail on Hwy 12 to kick-off Distracted Driving Awareness month with the Toward Zero Death campaign
- April 4 Officer Eldred attended the Easter Egg Hunt at Veteran's Memorial Park
- April 4 Officer Eldred attended the groundbreaking ceremony for Northshore Gymnastics
- April 7 Chief DuRose met with Lewis Cemetery staff
- April 12 WHPS staff attended WSFD Pancake Breakfast
- April 23 Chief DuRose attended MN Chiefs of Police Association "Day at the Capitol" and heard from several lawmakers and met with Rep Krisin Robbins and Sen Warren Limmer.
- April 24 Chief DuRose spoke at Orono High School's Forensic Day
- April 25 Sgt Ebeling and Ofc Raskin attended Lake Independence Citizen Association meeting to recruit interest in Cops and Bobbers
- April 28 Chief DuRose attended monthly West Hennepin Chamber board meeting
- April 30 Chief DuRose and Ofc Eldred attended the monthly Hennepin County Traffic Advisory Committee meeting



City of Independence
Conduit Financing – Northshore Gymnastics (Maple Plain)

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: May 19, 2026

Discussion:

North Shore Gymnastics Association (Maple Plain), a Minnesota 501(c)(3) nonprofit, is requesting that the City of Independence act as a conduit issuer for up to \$8,500,000 in tax-exempt revenue bonds. The proceeds will be loaned to North Shore so it can acquire land and construct a new 48,000-square-foot youth gymnastics facility in the City of Maple Plain. A public hearing as required under Minnesota law was held on March 17th at the regular City Council Meeting. City Council discussed the issuance of the bonds following the public hearing and it was noted that the approval resolution would be brought back at a future meeting.

What the Project Involves:

- Purchase approximately 6.35 acres of land on Pioneer Creek Drive in Maple Plain.
- Construct and equip a 48,000 sq. ft. gymnastics and training facility.
- Use a portion of the bond proceeds for capitalized interest and issuance costs.

Why the City of Independence Is Being Asked to Issue the Bonds:

This financing will be done under Minnesota’s Municipal Industrial Development Act, which allows cities to issue tax-exempt revenue bonds for qualifying nonprofit projects. This is conduit financing: the City is not borrowing money, not responsible for repayment, and assumes no financial risk.

The City of Maple Plain cannot issue the bonds because it is already issuing its own municipal debt in 2026 and cannot issue these bonds on behalf of North Shore. The City of Independence will have no financial liability. The bonds are payable solely by North Shore Gymnastics.

The City will receive an issuance fee of 0.5%, totaling \$42,500. Independence has historically had great success with issuing conduit bonds, and the proposed issuance allows the City to support a nonprofit organization at no cost or risk to the City while receiving \$42,500 in revenue.

City Council Action:

City Council is being asked to consider approval of **RESOLUTION No. 26-0519-01** approving the issuance of A 501(C)(3) Facilities Revenue Note (North Shore Gymnastics Project), SERIES 2026, and related documents and actions therefor.

Attachments: **RESOLUTION No. 26-0519-01**
Note
Note Register
Loan Agreement
Assignment Agreement



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 26-0519-01

**RESOLUTION APPROVING THE ISSUANCE OF A 501(C)(3)
FACILITIES REVENUE NOTE (NORTH SHORE GYMNASTICS
PROJECT), SERIES 2026, AND RELATED DOCUMENTS AND
ACTIONS THEREFOR**

BE IT RESOLVED, by the City Council of the City of Independence, Minnesota, as follows:

- Section 1. **Definitions.** The terms used in this Resolution (1) have the meanings assigned below or, if not defined herein, (2) the meanings assigned to them in the Loan Agreement, unless the context, use, or the rules of grammar indicate another or differing meaning or intent:
- a. **Acts:** collectively, the Municipal Industrial Development Act, and Minnesota Statutes, Section 471.656, as amended.
 - b. **Assignment Agreement:** the Assignment Agreement to be entered into between the Issuer, the Borrower, and the Lender.
 - c. **Authorized Officers:** the Mayor and City Administrator of the Issuer, or any other person authorized under Section 8 of this Resolution entitled "Absent or Disabled Officers".
 - d. **Bond Counsel:** the law firm of Fryberger, Buchanan, Smith & Frederick, P.A.
 - e. **Borrower:** North Shore Gymnastics Association.
 - f. **Borrower Documents:** the Loan Agreement, the Assignment Agreement, and any other document or agreement executed by the Borrower related to the Loan or the Obligations.
 - g. **City:** the City of Independence, Minnesota.
 - h. **Code:** the Internal Revenue Code of 1986, as amended.
 - i. **Compliance Policy:** the Issuer's Post-Issuance Compliance Policy and Procedures, previously adopted by the Governing Body.
 - j. **DEED:** the Minnesota Department of Employment and Economic Development.

- k. DEED Application: DEED's Application for Approval of Local Bond Financing – Pursuant to Minn. Stat. 469.152 – 469.1655.
- l. Documents: the Borrower Documents and the Issuer Documents and any other documents required for the issuance of the Obligations.
- m. Financing Purposes: financing, funding, or paying for, as applicable, (i) the Project, (ii) required reserves, if necessary, (iii) capitalized interest, if necessary, and (iv) costs associated with issuing the Obligations.
- n. Governing Body: the City Council of the Issuer.
- o. Host City: Maple Plain.
- p. Issuer: the City of Independence, Minnesota.
- q. Issuer Documents: the Assignment Agreement, the Compliance Policy, the DEED Application, and the Loan Agreement.
- r. Issuer's Counsel: the law firm of Taft Stettinius & Hollister LLP.
- s. Lender: Sunrise Banks, National Association.
- t. Loan: the loan of the proceeds of the Obligations by the Issuer to the Borrower pursuant to the Loan Agreement.
- u. Loan Agreement: the Loan Agreement to be entered into between the Issuer and the Borrower and acknowledged by the Lender.
- v. Maple Plain: the City of Maple Plain, Minnesota.
- w. Municipal Industrial Development Act: Minnesota Statutes, Sections 469.152 through 469.1655, as amended.
- x. Obligations: the Issuer's not-to-exceed \$8,500,000 501(c)(3) Facilities Revenue Note (North Shore Gymnastics Project), Series 2026.
- y. Project: the acquisition of approximately 6.354 acres of land located on Pioneer Creek Drive in Maple Plain, with Tax Parcel ID Nos. 24-118-24-32-0016 and 24-118-24-32-0017, and construction of an approximately 48,000 square-foot building suitable for youth gymnastics and related facilities thereon.
- z. Qualified Services and Activities: the provision of youth and amateur gymnastics and related activities and services, with revenue-producing facilities, and as are undertaken by organizations described in Section 501(c)(3) of the Code.
- aa. Registered Owner: the Lender, as the initial owner of the Obligations and its successors and assigns.
- bb. Registrar: bond registrar and transfer agent for the Obligations.

- cc. State: the State of Minnesota.
 - dd. Tax Certificate: the certificate of the Borrower, in customary form approved by Bond Counsel, setting forth the expectations of the Borrower with respect to compliance with the conditions of the Code required for interest on the Obligations to be excludable from the gross income of the Registered Owners of the Obligations for federal income tax purposes.
 - ee. Tax Endorsement: the Endorsement to Arbitrage and Tax Certificate by the Issuer and attached to the Tax Certificate.
 - ff. Title Company: West Title, LLC.
- Section 2. Summary of the Documents. Bond Counsel has provided the following information relating to the Documents:
- a. The Obligations will be issued by the Issuer and purchased by the Lender.
 - b. In the Loan Agreement, the Issuer will agree to loan the proceeds of the Obligations to the Borrower for the Financing Purposes, and the Borrower agrees to repay the Loan in the amounts and at the times required to pay the principal of, premium, if any, and interest on the Obligations in full when due.
 - c. In the Assignment Agreement, the Issuer will agree to pledge and grant a security interest in all of its right, title, and interest in the Loan Agreement (except for certain rights of the Issuer to payment, indemnification, and enforcement) to the Lender.
 - d. The DEED Application is required by the Municipal Industrial Development Act to be submitted by the Issuer to DEED and to be approved by DEED as a condition precedent to the lawful issuance of the Obligations.
- Section 3. Recitals Regarding Proceedings. The Governing Body makes the following recitals of fact:
- a. The Governing Body scheduled a public hearing on issuing the Obligations and the proposal to finance the Project, in an amount not to exceed \$8,500,000.
 - b. A notice of public hearing was published in the *Crow River News*, the Issuer's official newspaper, and a newspaper of general circulation in the City, with respect to (i) the required public hearing to be held by the City under Section 147(f) of the Code; (ii) the required public hearing under Section 469.154, subdivision 4 of the Acts; and (iii) the approval of the issuance of the Obligations for the Financing Purposes. The notice was published at least 10 days prior to the date of the public hearing.
 - c. On Tuesday, March 17, 2026, the Governing Body of the Issuer held a public hearing on issuing the Obligations for the Financing Purposes, at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, with respect to the proposed issuance of the Obligations and the financing of the Project.

- d. Drafts of the Documents have been submitted to the Issuer and are on file in its administrative offices.

Section 4. Recitals Regarding the Borrower and the Financing Purposes. The Governing Body makes the following recitals of fact:

- a. Bond Counsel has informed the Issuer that:
 - i. The Acts are the legal authority for the issuance of the Obligations. Specifically, the Municipal Industrial Development Act authorizes a municipality to issue revenue obligations to finance a project consisting of any properties, real or personal, used or useful in connection with a revenue producing enterprise.
 - ii. The Financing Purposes qualify for financing under the Acts.
 - iii. Since the Project is not located within the jurisdiction of the Issuer, issuance of the Obligations is subject to the Host City holding a public hearing and approving the issuance of the Obligations by the Issuer, among other requirements.
 - iv. Under the Acts, the Issuer is authorized and empowered to issue revenue obligations for the Financing Purposes.
- b. The Issuer has been advised by representatives of the Borrower that: (i) it is a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Code, and is exempt from federal income taxation under Section 501(a) of the Code; (ii) it is engaged in Qualified Services and Activities, which the Project will support; (iii) conventional financing for the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of its operations would be significantly reduced; (iv) on the basis of information submitted to the Borrower and their discussions with representatives of the Lender, the Obligations could be issued and sold upon favorable rates and terms for the Financing Purposes; (v) the Project would not be undertaken but for the availability of financing under the Acts; and (vi) no public official of the Issuer has either a direct or indirect financial interest in the Project, nor will any public official either directly or indirectly benefit financially from the Project.
- c. The Borrower has agreed to pay any and all costs incurred by the Issuer in connection with the issuance of the Obligations, whether or not the issuance is carried to completion. It is understood and agreed that the Borrower shall indemnify the City against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the City) arising with respect to the Project, as further provided in the Loan Agreement.
- d. The Governing Body has relied without independent investigation on written representations and opinions of the Borrower, its consultants, and Bond Counsel that the Project qualifies as a "project" defined in Sections 469.153, subdivision 2(b) of the Acts.

Section 5. Findings. The Governing Body finds, determines and declares as follows:

- a. The welfare of the state requires, among other things, the active promotion, attraction, encouragement, and development of economically sound industry and commerce through governmental action for the purpose of preventing the emergence of blighted and marginal lands and areas of chronic unemployment; the welfare of the State is enhanced by the provision of the Qualified Services and Activities; and reducing the cost of borrowing for the Project will help facilitate the availability of the Qualified Services and Activities to residents of the State at a reasonable cost.
- b. On the basis of information made available to the Issuer by the Borrower it appears, and the Issuer finds, that: (i) the Project constitutes properties, used or useful in connection with a revenue producing enterprise; (ii) the Project furthers the purposes stated above and in the Acts; (iii) the Project would not have been undertaken but for the availability of financing under the Acts and the willingness of the Issuer to furnish financing; and (iv) the Project will: (A) encourage the development of economically sound industry and commerce, (B) assist in the prevention of the emergence of blighted and marginal land, (C) help prevent chronic unemployment, (D) provide the range of service and employment opportunities required by the population, (E) help prevent the movement of talented and educated persons out of the State where their services may not be as effectively used, and (F) provide the Qualified Services and Activities to residents of the State at a reasonable cost.

Section 6. The Project and the Obligations.

- a. The financing of the Project is approved. The issuance of the Obligations for the Financing Purposes is approved.
- b. The Issuer, based on representations of the Borrower, accepts the offer of the Lender to purchase the Obligations in an original aggregate principal amount not to exceed \$8,500,000, at an initial annual interest rate approved by the Borrower, subject to adjustment as provided in the Obligations, and upon the terms and conditions specified in this Resolution and the Obligations. The Obligations shall contain a recital that they are issued pursuant to the Acts as conclusive evidence of their validity and of the regularity of their issuance. The Obligations will bear the designation set forth in the definition of "Obligations."
- c. The Obligations must be in substantially the form submitted to the Governing Body, with appropriate variations, omissions and insertions permitted or required by this Resolution, and as may be necessary and appropriate and approved by Bond Counsel, the Borrower, and the Authorized Officers. The Obligations are incorporated by reference.
- d. The Obligations shall not constitute a general or moral obligation of the Issuer but shall be a special, limited obligation of the Issuer payable solely from the revenues provided by the Borrower under the terms of the Loan Agreement and from the revenues and security pledged, assigned, and granted under the terms of this Resolution, the Obligations, the Loan Agreement, and any other security

documents provided by the Borrower or any other party to secure the timely payment of the principal of, premium, if any, and interest on the Obligations. As provided in the Loan Agreement, the Obligations shall not be payable from nor charged upon any funds other than the revenue pledged to its payment, nor shall the Issuer be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Obligations shall ever have the right to compel any exercise by the Issuer of any taxing powers of the Issuer to pay the Obligations or the interest or premium thereon, or to enforce payment thereof against any property of the Issuer except the interests of the Issuer in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Lender under the terms of the Assignment Agreement.

- e. The Authorized Officers are authorized and directed to execute, acknowledge and deliver the Obligations. The seal of the Issuer may be omitted as allowed by law. The execution of the Obligations by the Authorized Officers as provided herein is conclusive evidence of approval of the Obligations in accordance with the terms of this Resolution.

Section 7. Approval and Execution of Issuer Documents and Documents.

- a. The Issuer Documents are made a part of this Resolution and are approved in substantially the forms on file with the Issuer. The Authorized Officers are authorized and directed to execute, acknowledge and deliver (as applicable) the Issuer Documents, the Tax Endorsement, and any other Documents with changes, insertions and omissions approved by Issuer's Counsel, the Authorized Officers, and by Bond Counsel. The seal of the Issuer may be omitted as allowed by law.
- b. The Authorized Officers and other officers and members of the Issuer (individually or with one or more other officers and members of the Issuer) are authorized and directed to (i) execute and deliver the Documents, and all other documents which may be reasonably required under the terms of the Issuer Documents or the Obligations or by Bond Counsel; (ii) take any other action required or deemed appropriate on the advice of Issuer's Counsel or by Bond Counsel for the performance of the Issuer's duties necessary to carry out the Financing Purposes, the terms of the Issuer Documents, and the requirements of the Acts and the Code; and (iii) furnish certified copies of this Resolution, all proceedings and records of the Issuer relating to the Obligations, and any other affidavits and certificates required, in the opinion of Bond Counsel, to show the facts relating to the Issuer respecting the Obligations, as the facts appear from the books and records in the Issuer's custody and control or as otherwise known to them.
- c. The execution by the Authorized Officers of the Issuer Documents and the Documents is conclusive evidence of their approval in accordance with the terms of this Resolution.

Section 8. Absent or Disabled Officers. If any of the Authorized Officers or any other officer, employee or agent of the Issuer specifically authorized in this Resolution to execute the Issuer Documents, Documents or the Obligations on behalf of the Issuer:

- a. ceases to be an officer, employee or agent of the Issuer after he or she has executed any certificate, instrument or other written document, the validity or enforceability of the certificate, instrument or other written document signed by them is not affected; and
- b. is unavailable to execute certificates, instruments or other written documents, the certificates, instruments or other written documents may be executed by the next highest-ranking officer, employee or agent of the unavailable officer, employee or agent; the person or person authorized under the rules of procedure or bylaws of the Issuer to act in in the absence or on behalf of the unavailable officer, employee or agent; the deputy or assistant to the unavailable officer, employee or agent; or any other officer, employee or agent of the Issuer who, in the opinion of Bond Counsel, is authorized to sign the certificates, instruments or other written documents, with full force and effect.

Section 9. Future Amendments.

- a. After the adoption of this Resolution, but prior to the issuance and delivery of the Obligations to the Lender, the original aggregate principal amount of the Obligations, the maturity date of the Obligations, the principal amount of the Obligations due on each payment date, the interest rate of the Obligations, the date of the documents referenced in this Resolution and the Obligations, and the terms of redemption of the Obligations may be established or modified by the Borrower with the approval of the Authorized Officers and Issuer's Counsel; provided that the aggregate principal amount of the Obligations may not be increased from the amount set forth in this Resolution.
- b. The authority to approve, execute and deliver, on behalf of the Issuer, future amendments to the Loan Agreement are delegated to the Authorized Officers, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the Issuer; (b) such amendments or consents do not contravene or violate any policy of the Issuer; (c) such amendments or consents do not require the consent of the holder or such consent has been obtained; (d) such amendments or consents are acceptable in form and substance to Bond Counsel and Issuer's Counsel, and (d) any conditions established in the Assignment and Loan Agreement; provided further that the Governing Body of the Issuer must approve any changes which, in the opinion of Bond Counsel, in consultation with Issuer's Counsel, affect the Unassigned Rights, as defined in the Loan Agreement.
- c. The authorization given above is an authorization for the execution and delivery of any certificates and related items required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Authorized Officers is conclusive evidence of the approval in accordance with the terms of this Resolution.

Section 10. Registration.

- a. Registered Form. The Obligations must be issued only in fully registered form. The Obligations will be numbered R-1 and upward, in denominations specified by the Registered Owner.
- b. Registration, Transfer and Exchange. The Issuer appoints the City Administrator as Registrar. The effect of registration and the rights and duties of the Issuer with respect thereto are as follows:
 - i. *Register.* The Registrar must keep a bond register for the Obligations in which the Registrar provides for the registration of ownership of the Obligations and the registration of transfers and exchanges of the Obligations.
 - ii. *Transfer of Obligations.* Subject to the provisions of clause x of this subsection, upon surrender for transfer of an Obligation duly endorsed by the Registered Owner or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Registered Owner or by an attorney duly authorized by the Registered Owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee, one new Obligation in an aggregate principal amount equal to the then outstanding principal amount of the Obligation so surrendered and of like maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date until the next interest payment date.
 - iii. *Issuance of New Obligations.* Subject to the provisions of clause x of this subsection, the Issuer, at the request and expense of the Registered Owner, must issue new Obligations in aggregate outstanding principal amount equal to that of the Obligations surrendered, and of like tenor except as to number, principal amount, and, if applicable, the amount of the monthly installments payable under the surrendered Obligations, and registered in the name of the Registered Owner or transferee designated by the Registered Owner.
 - iv. *Exchange of Obligations.* When an Obligation is surrendered by the Registered Owner for exchange the Registrar will authenticate and deliver one new Obligation in an aggregate principal amount equal to the then outstanding principal amount of the Obligation surrendered and of like maturity, as requested in writing by the Registered Owner or the Registered Owner's attorney.
 - v. *Cancellation.* An Obligation surrendered upon any transfer or exchange will be promptly canceled by the Registrar and thereafter disposed of as directed by the Issuer.

- vi. *Improper or Unauthorized Transfer.* When an Obligation is presented to the Registrar for transfer, the Registrar may refuse to transfer the Obligation so presented until the Registrar is satisfied that the endorsement on the Obligation or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- vii. *Persons Deemed Owners.* The Issuer and the Registrar may treat the person in whose name an Obligation is registered in the bond register as the absolute owner of the Obligation, whether the Obligation is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Obligation and for all other purposes, and payment so made to a Registered Owner or upon the Registered Owner's order will be valid and effectual to satisfy and discharge the liability upon the Obligation to the extent of the sum or sums so paid.
- viii. *Taxes, Fees and Charges.* For a transfer or exchange of an Obligation, the Registrar may impose a charge upon the Registered Owner sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.
- ix. *Mutilated, Lost, Stolen or Destroyed Obligations.* If an Obligation becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Obligation of like amount, number, maturity date, redemption privilege and tenor in exchange and in substitution for and upon cancellation of the mutilated Obligation or in lieu of or in substitution for any Obligation destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar and Issuer in connection therewith; and, in the case of an Obligation destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Obligation was destroyed, stolen or lost, and of its ownership, and upon furnishing to the Registrar and Issuer of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Issuer and the Registrar must be named as obligees. An Obligation so surrendered to the Registrar will be canceled by the Registrar. If the mutilated, destroyed, stolen or lost Obligation has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Obligation prior to payment.
- x. *Limitation on Transfers.* The Obligations have been issued without registration under state or other securities laws, pursuant to an exemption for issuance; and accordingly an Obligation may not be assigned or transferred in whole or part, nor may a participation interest in an Obligation be given pursuant to any participation agreement, except in accordance with an applicable exemption from registration requirements. In no event may

any participation interest in an Obligation be in an initial principal amount of less than \$100,000.

Section 11. Limitations.

- a. Limitation on Payment and Nature of Security. The Obligations shall be special, limited obligations of the Issuer, and the principal of, premium, if any, and interest on the Obligations shall be payable solely from the proceeds of the Obligations, the revenues derived from the Borrower pursuant to the Loan Agreement, Assignment Agreement and any and all other security of any kind or nature provided by the Borrower to the Lender. The revenues and proceeds derived from the Issuer Documents are specifically pledged to the payment of the principal of and interest on the Obligations in the manner and to the extent specified in this Resolution, the Obligations, and the Documents; and nothing in this Resolution, the Obligations, or the Documents assigns, pledges or otherwise encumbers any other funds or assets of the Issuer. The Obligations do not constitute a general or moral obligation of the Issuer, or a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except the portion of the Project mortgaged or otherwise encumbered under the provisions and for the purposes of the Acts. Notwithstanding anything contained in the Resolution, the Obligations or the Documents or any other document referred to in the Resolution, the Obligations or the Documents to the contrary, under the provisions of the Acts, the Obligations may not be payable from nor charged upon any funds other than the revenue pledged to its payment under the Issuer Documents. No holder of the Obligations will ever have the right to compel any exercise of the taxing power of the Issuer to pay the Obligations or the interest thereon, or to enforce payment of the Obligations against any property of the Issuer except the portion of the Project mortgaged or otherwise encumbered under the provisions and for the purpose of the Acts. The Obligations are not a debt of the Issuer within the meaning of any constitutional or statutory limitation. However, nothing impairs the rights of the holder of the Obligations to enforce covenants made for the security of the Obligations as provided in Section 469.163 of the Acts.
- b. Limitation of Liability. The Issuer is not subject to any liability on the Obligations. No agreement, covenant or obligation contained in this Resolution or in the Documents is an agreement, covenant or obligation of any member of the Governing Body, or of any officer, employee or agent of the Issuer in that person's individual capacity. Neither the members of the Governing Body, nor any officer executing the Obligations or the Documents, is liable personally on the Obligations or subject to any personal liability or accountability by reason of the issuance of the Obligations or execution of the Documents.
- c. Limitation on Rights Conferred. Nothing in this Resolution or in the Documents will or is intended to be construed to confer upon any person (other than as provided in the Obligations, the Issuer Documents, and the other agreements, instruments and documents by approved in this Resolution) any right, remedy or claim, legal or

equitable, under and by reason of this Resolution or any provision of this Resolution.

Section 12. Offering and Disclosure Materials. The Issuer has not participated in the preparation of or reviewed any offering or disclosure materials with respect to the offer and sale of the Obligations and the Issuer makes no representations or warranties whatsoever regarding the necessity, sufficiency, accuracy, fairness, completeness or adequacy of any disclosure with respect to the offer and sale of the Obligations.

Section 13. Conditions Precedent.

- a. Notwithstanding anything in this Resolution to the contrary, the issuance and delivery of the Obligations is subject to and contingent upon the following:
 - i. the Host City has consented to the issuance by the Issuer of the Obligations for the purpose of financing the Project;
 - ii. the receipt of approval of the Project by DEED; and
 - iii. the Issuer Documents, Documents, and all other documents required for the issuance of the Obligations have been executed and delivered to the Issuer, Issuer's Counsel, Lender, Borrower, and Bond Counsel, as applicable.

Section 14. DEED Approval; Conditions Precedent.

- a. The Authorized Officers are authorized and directed to work with Bond Counsel to facilitate submission of the DEED Application to DEED, and other officers, employees and agents of the Issuer are authorized to provide DEED with any information it requires. Bond Counsel is authorized and directed to submit the DEED Application to DEED requesting approval.
- b. Notwithstanding anything in this Resolution to the contrary, delivery of the Obligations, the Issuer Documents and Documents is subject to and contingent upon approval by DEED.

Section 15. Bank Qualification. In order to qualify the Obligations as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

- a. based upon representations of the Borrower, the Obligations are not treated as "private activity bonds" under Section 265(b)(3) of the Code, as they are "qualified 501(c)(3) bonds" under Section 145 of the Code;
- b. the Issuer hereby designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- c. the reasonably expected amount of all tax-exempt obligations which have been and will be issued by the Issuer (and all entities whose obligations will be aggregated

with those of the Issuer) during the calendar year in which the Obligations are issued will not exceed \$10,000,000; and

- d. not more than \$10,000,000 of tax-exempt obligations issued by the Issuer during the calendar year in which the Obligations have been issued have been or are expected to be designated for purposes of Section 265(b)(3) of the Code.

Section 16. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Resolution contained shall not affect the remaining portions of this Resolution or any part thereof.

Section 17. Effective Date. This resolution shall take effect immediately.

This resolution was adopted by the City Council of the City of Independence on this 19th day of May 2026, by a vote of _____ ayes and _____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
COUNCIL OF THE
CITY OF INDEPENDENCE, MINNESOTA

Pursuant to due call and notice, a regular meeting of the City Council of the City of Independence, Minnesota, was duly called and held at City Hall located at 1920 County Road 90, on Tuesday, May 19, 2026, at 6:30 p.m.

The following members were present: _____

and the following members were absent: _____

MOTION: Member _____ moved to adopt Resolution No. _____, entitled
“RESOLUTION APPROVING THE ISSUANCE OF A 501(C)(3) FACILITIES
REVENUE NOTE (NORTH SHORE GYMNASTICS PROJECT), SERIES
2026, AND RELATED DOCUMENTS AND ACTIONS THEREFOR”

SECOND: Member _____

RESULT: On a roll call vote the motion was carried.

Ayes:
Nays:
Not Voting:
Absent:

NOTE REGISTER

CITY OF INDEPENDENCE, MINNESOTA
\$ _____ 501(C)(3) FACILITIES REVENUE NOTE
(NORTH SHORE GYMNASICS PROJECT), SERIES 2026

ISSUE DATE: June _____, 2026

Name and Address of Registered Holder	Note No.	Date of Registration	Signature of Administrator	Date of Cancellation	Signature of Administrator
Sunrise Banks, National Association 5105 South Crossing Place, Suite #1A Sioux Falls, SD 57108 Federal Taxpayer I.D. # _____	R-1	June _____, 2026			

Draft 4/27/2026

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN**

**CITY OF INDEPENDENCE, MINNESOTA
\$[8,500,000] 501(C)(3) FACILITIES REVENUE NOTE
(NORTH SHORE GYMNASTICS PROJECT), SERIES 2026**

No. R-1

\$[8,500,000]

Maturity Date

Original Issue Date

CUSIP

_____, 2051

June ___, 2026

None

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE OR TRANSFERRED, WITHOUT (I) AN OPINION OF COUNSEL THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (II) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS REQUIRED BY (1) FEDERAL AND STATE SECURITIES LAWS GOVERNING UNREGISTERED SECURITIES; (2) THE RULES, REGULATIONS AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS; AND (3) THE PROCEDURE ESTABLISHED TO EFFECT COMPLIANCE THEREWITH AND AGREED TO BY THE OWNER OF SUCH SECURITIES AND OTHER LIMITATIONS PROVIDED IN THE ASSIGNMENT AGREEMENT BETWEEN THE ISSUER, THE REGISTERED OWNER AND THE BORROWER.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF MINNESOTA STATUTES OR OTHER APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

REGISTERED OWNER: SUNRISE BANKS, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: [EIGHT MILLION FIVE HUNDRED THOUSAND] DOLLARS

FOR VALUE RECEIVED the CITY OF INDEPENDENCE, HENNEPIN COUNTY, MINNESOTA, a municipal corporation and political subdivision duly organized and existing under the Constitution and the laws of the State of Minnesota, promises to pay to the order of the Registered Owner, or registered assigns, at its offices shown in the Provisions to Registration hereon, or such other place as the Registered Owner may designate in writing, solely from the source, at the times, and in the manner hereinafter provided, the Principal Amount, or the unpaid Principal Balance, with interest thereon at the applicable rate as described herein, in any coin or currency

that at the time or times of payment is legal tender for the payment of public or private debts in the United States of America.

A. Definitions. Capitalized terms used in this Note and not otherwise required to be capitalized by the rules of grammar have the meanings assigned below:

Act: collectively, Minnesota Statutes, Sections 469.152 through 469.1655, and Section 471.656, each as amended.

Adjusted Rate: the Tax-exempt Factor multiplied by the sum of (i) the Index plus (ii) 1.2959%; provided, however, that this "Adjusted Rate" shall in no event be less than 2.9759%, or greater than 6.9759%.

Adjustment Date: the fifth anniversary of the Original Issue Date; provided that if the Adjustment Date does not fall on a business day, the Adjustment Date shall be the next succeeding business day.

Assignment Agreement: the Assignment Agreement dated the Original Issue Date between the Issuer, the Borrower and the Registered Owner.

Borrower: North Shore Gymnastics Association, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Date of Taxability: has the meaning assigned in the Loan Agreement.

Determination of Taxability: has the meaning assigned in the Loan Agreement.

Documents: has the meaning assigned in the Loan Agreement.

Event of Default: has the meaning assigned in the Loan Agreement.

Financing Purposes: financing, funding, or paying for, as applicable, (i) the Project, (ii) required reserves, if necessary, (iii) capitalized interest, if necessary, and (iv) costs associated with issuing this Note.

Index: the United States Treasury Five-Year Constant Maturity Rate in effect on the Adjustment Date. If a range is shown for the United States Treasury Five-Year Constant Maturity Rate, then the median number in the range shall be utilized. The Index as published shall control absent manifest error.

Initial Interest Rate: 4.9759% per annum.

Interest Rate: the rate of interest per annum payable on this Note, as adjusted.

Issuer: the City of Independence, Hennepin County, Minnesota, a municipal corporation and political subdivision organized and existing under the laws of the State.

Loan Agreement: the Loan Agreement dated the Original Issue Date, between the Issuer and the Borrower.

Maturity Date: the date set forth above under the heading "Maturity Date."

Mortgage: the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated the Original Issue Date, from the Borrower, as mortgagor, to the Registered Owner, as mortgagee.

Mortgaged Property: has the meaning assigned in the Mortgage.

Note: the Issuer's [\$8,500,000] 501(c)(3) Facilities Revenue Note (North Shore Gymnastics Project), Series 2026.

Original Issue Date: the date set forth above under the heading "Original Issue Date."

Payment Dates: the 25th day of each month commencing July 25, 2026, and the 25th day of each consecutive month thereafter through and including the Maturity Date; provided that if any Payment Date is not a business day, such payment shall be payable on the next succeeding business day with the same effect as if paid on the Payment Date and without additional interest payable hereon.

Principal Amount: the amount set forth above opposite the heading "PRINCIPAL AMOUNT."

Principal Balance: the portion of the Principal Amount advanced hereunder and unpaid.

Project: a project, as defined in Sections 469.153, subdivision 2(b) of the Act, consisting of acquiring approximately 6.354 acres of land located on Pioneer Creek Drive in Maple Plain, Minnesota, with Tax Parcel ID Nos. 24-118-24-32-0016 and 24-118-24-32-0017, and constructing an approximately 48,000 square-foot building suitable for youth gymnastics and related facilities thereon.

Registered Owner: the person set forth above opposite the heading "REGISTERED OWNER" or the successors and assigns of such person, whether or not named as the Registered Owner herein.

Registrar: the Administrator of the Issuer.

Resolution: a resolution of the governing body of the Issuer duly adopted on May 19, 2026.

State: the State of Minnesota.

Taxable Rate: the applicable rate of interest per annum equal to the Interest Rate, which is a tax-exempt rate in effect as of the Date of Taxability, divided by the Tax-exempt Factor.

Tax-exempt Factor: as of the Original Issue Date, 79%, and as of the Adjustment Date, a percentage equal to the inverse of the then applicable federal corporate tax rate.

Tax Loss Amount: has the meaning assigned in the Loan Agreement.

Capitalized terms used in this Note that are not defined herein and are not otherwise required to be capitalized by the rules of grammar have the meanings assigned to them in the Loan Agreement.

B. Payments. Payments on this Note are due on each Payment Date as follows:

Installments of interest only on the Principal Balance are payable at the Initial Interest Rate commencing on the 1st Payment Date and continuing on each Payment Date thereafter until and including the 12th Payment Date (12 months).

Then, installments of principal and interest, at the Initial Interest Rate, in such amounts as are required to fully and equally amortize repayment of the Principal Balance over a 24-year amortization period are due and payable commencing on the 13th Payment Date and continuing on each Payment Date thereafter until and including the 60th Payment Date (48 months).

Then, installments of principal and interest, at the Adjusted Rate, in such amounts as are required to fully and equally amortize repayment of the Principal Balance over a 20-year amortization period are due and payable commencing on the 61st Payment Date and continuing on each Payment Date thereafter until and including the 300th Payment Date (240 months).

The total term of this Note is 300 months. The entire Principal Balance and interest, if not sooner paid, must be paid in full on the Maturity Date.

C. Calculation of Interest. Interest payments will be computed on the basis of a year of 365/360 basis; that is, by applying the ratio of the then applicable interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding (but not including February 29 in leap years) but shall be charged on the actual number of days principal remains unpaid in any period. In no event shall the interest rate exceed the maximum lawful rate.

D. Interest Rate Adjustments. Interest on this Note will accrue at the Initial Interest Rate commencing on the Original Issue Date, and continuing until the Adjustment Date. On

and after the Adjustment Date, and continuing through the Maturity Date, interest on this Note will accrue at the Adjusted Rate.

E. Reserved.

F. Adjustment and Application of Payments.

Commencing on the 13th Payment Date, monthly installments of principal and interest must be in an amount sufficient to amortize the Principal Balance at the Initial Interest Rate over the remaining term of this Note. On the Adjustment Date, the installments hereunder will be adjusted to amortize the remaining Principal Balance at the Adjusted Rate over the then-remaining term of this Note, payable commencing on the 61st Payment Date.

Payments on this Note will be applied in accordance with Section 6.07 of the Loan Agreement.

G. Late Payment Fee.

Time is of the essence with respect to this Note. If any principal and interest payment required under this Note is not paid when due, principal and interest payment so in default continues as an obligation until the principal and interest payment in default has been fully paid. Fees for late payments hereunder will not be charged unless payment is ten (10) calendar days past the due date, and will be paid and calculated in accordance with the Loan Agreement.

H. Determination of Taxability.

In the event of a Determination of Taxability, the then applicable interest rate will be automatically increased to the Taxable Rate. Such increase in the interest rate to the Taxable Rate is to be effective as of the Date of Taxability. Pursuant to the Loan Agreement, the Borrower on behalf of the Issuer will forthwith pay to the Registered Owner, as additional Loan Repayments, the Tax Loss Amount.

I. Prepayment.

This Note is subject to prepayment in immediately available funds on any business day at the option of the Borrower, in whole or in part, at a price of the Principal Balance to be prepaid plus accrued interest to the date of prepayment, as further provided in Section 5.01 of the Loan Agreement, plus a prepayment penalty, as described below. To exercise this option, the Borrower must give written notice in the name of the Issuer to the Registered Owner, with a copy to the Issuer, not less than 30 days prior to the date fixed for prepayment; provided that the Registered Owner may waive or provide alternative shorter notice requirements.

If the source of funds for the prepayment are the proceeds of a borrowing from a financial institution other than the Registered Owner, a prepayment penalty shall be assessed as follows:

(a) If the prepayment occurs on or before the first anniversary date of the Original Issue Date, the prepayment penalty will equal five percent (5%) of the principal amount prepaid.

(b) If the prepayment occurs after the first anniversary date of the Original Issue Date, but on or before the second anniversary date of the Original Issue Date, the prepayment will equal four percent (4%) of the principal amount prepaid.

(c) If the prepayment occurs after the second anniversary date of the Original Issue Date, but on or before the third anniversary date of the Original Issue Date, the prepayment will equal three percent (3%) of the principal amount prepaid.

(d) If the prepayment occurs after the third anniversary date of the Original Issue Date, but on or before the fourth anniversary date of the Original Issue Date, the prepayment will equal two percent (2%) of the principal amount prepaid.

(e) If the prepayment occurs after the fourth anniversary date of the Original Issue Date, but on or before the fifth anniversary date of the Original Issue Date, the prepayment will equal one percent (1%) of the principal amount prepaid.

No prepayment penalty shall apply if the prepayment occurs after the fifth anniversary date of the Original Issue Date.

This Note is subject to prepayment upon acceleration as provided below.

At the date fixed for prepayment, funds must be paid to the Registered Owner at its registered address. All prepayments will be applied in accordance with Section 6.07 of the Loan Agreement.

Purpose and Authority. This Note is issued as authorized by the Constitution and laws of the State, particularly the Act, and the Resolution. This Note is issued by the Issuer for the purpose of providing funds to be loaned to the Borrower, pursuant to the terms of the Loan Agreement, to be used for the Financing Purposes.

Security. This Note comprises the entire issue of the Issuer's 501(c)(3) Facilities Revenue Note (North Shore Gymnastics Project), Series 2026, and is secured by an assignment of the Loan Agreement by the Issuer to the Registered Owner pursuant to the Assignment Agreement (except for the Unassigned Rights under the Loan Agreement), and other applicable Documents. The disbursement of the proceeds of this Note is subject to the terms and conditions of the Loan Agreement. Reference is made to the Documents for a full statement of the security provided for this Note.

Limited Liability of Issuer. The liability of the Issuer for payment and performance of this Note is limited as provided herein and in Section 7.06 of the Loan Agreement. This Note is a special, limited obligation of the Issuer payable solely from payments derived from the Loan Agreement and from the property that secures payment of this Note. This Note and the interest thereon and any service charge or fee, if any, due hereunder shall not be payable from nor charged upon any funds other than the revenue pledged to its payment, nor shall the Issuer be

subject to any liability on it. No Registered Owner of this Note shall ever have the right to compel any exercise of the taxing power of the Issuer to pay this Note or the interest thereon, nor to enforce payment of this Note against any property of the Issuer except those projects, or portions thereof, mortgaged or otherwise encumbered under the provisions and for the purpose of the Act. This Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except those projects, or portions thereof, mortgaged or otherwise encumbered under the provisions and for the purposes of the Act. This Note shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation. However, nothing herein shall impair the rights of the Registered Owner to enforce covenants made for the security thereof.

Transfer and Registration. As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the Issuer at the office of the Registrar by the Registered Owner in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its duly authorized attorney. Upon such transfer, the Registrar will note the date of registration and the name and address of the newly Registered Owner in the registration blank appearing below. Alternatively, the Registrar will, at the request of the Registered Owner, authenticate and deliver a new note in an aggregate principal amount equal to the unpaid Principal Balance, and of like tenor except as to number and principal amount, and registered in the name of the Registered Owner. The Registrar may deem and treat the person in whose name this Note is last registered upon the books of the Registrar, with such registration noted on this Note, as the absolute owner hereof for the purpose of receiving payment of or on account of the Principal Balance or interest and for all other purposes; all such payments so made to the Registered Owner or upon its order will be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the Registrar will not be affected by any notice to the contrary.

Incorporation by Reference. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution and the Documents are 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.

Acceleration. This Note is subject to acceleration on the sale, transfer, lease, encumbrance, mortgage, pledge, hypothecation or other disposition of all or any portion of the Mortgaged Property or any interest therein that does not comply with the terms of the Mortgage.

If an Event of Default occurs under this Note and is not cured within the time periods, if any, set forth therein, or if a default occurs under the Documents and is not cured within any applicable grace period and is continuing, then the Registered Owner may at its right and option declare immediately due and payable, without further notice, the Principal Balance and interest accrued thereon plus any costs and expenses incurred by the Registered Owner in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder or under the Documents, anything to the contrary therein notwithstanding, and payment thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in the Documents or this Note or under applicable law. The Registered Owner may extend the time for payment of interest and/or principal of this Note, without notice to or consent of any party liable hereon and without releasing any such party.

Cumulative Remedies. The remedies of the Registered Owner, as provided herein and in the Documents, are cumulative and concurrent; may be pursued singly, successively, or together and, except as provided in the Documents, at the sole discretion of the Registered Owner; and may be exercised as often as occasion therefor occurs. The failure to exercise any such right or remedy may in no event be construed as a waiver or release thereof.

Waiver of Default. Except as may be provided in the Loan Agreement, the Registered Owner may waive any default, except that any such waiver to be effective must be in writing and must not apply to any other act or default. The Registered Owner will 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 Registered Owner and then only to the extent specifically set forth in the writing.

Waiver of Demand; Extension. The Issuer waives demand, presentment, protest and notice of dishonor and agrees that without any notice, the Registered Owner and any present or future owner or owners of any property and interests covered by the Mortgage or any other document given to secure this Note, or executed in connection with this Note, may from time to time extend, renew or otherwise modify to the benefit of the Issuer the date or dates or amount or amounts of payment above recited. To the extent permitted by law, the Registered Owner may from time to time release any part or parts of the property and interests subject to the Mortgage or to any such other document from the same, with or without consideration. In any case, the Borrower, subject to limitation of the Issuer's liability, continues to be liable to pay the unpaid balance of the indebtedness evidenced hereby as so extended, renewed or modified and notwithstanding any such release, and has agreed, subject to limitation of the Issuer's liability, to pay all costs of collection, including a reasonable amount for attorneys' fees, in case any payment is not made at maturity, and all costs and expenses, including attorneys' fees, incurred in protecting the security for this Note or in preserving the properties or interests or any part hereof described in the Mortgage and in any such other document, whether suit be brought or not or whether or not as a result thereof the interest on this Note is no longer exempt from the federal or state income tax.

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

Binding Effect. This Note applies to, inures to the benefit of and is binding not only on the Issuer, the Borrower, and the Registered Owner, but on their successors and assigns.

Amendments Must be Written. This Note may not be amended, modified or changed, except only by an instrument in writing and signed by the Issuer and the party against whom enforcement of any amendment, change, modification or discharge is sought. In no event, however, may the Maturity Date be extended beyond 40 years from the Original Issue Date.

Qualified Tax-Exempt Obligation. The Issuer has designated this Note as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS 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.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed by its duly authorized officers as of the Original Issue Date.

CITY OF INDEPENDENCE, MINNESOTA

By _____
Mayor

Administrator

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid Principal Balance and the interest accruing therein is registered on the books of the City of Independence, Minnesota, in the name of the Registered Owner last noted below.

Date of Registration	Name and Address of Registered Owner	Signature of Administrator
06/____/2026	Sunrise Banks, National Association 5105 South Crossing Place, Suite #1A Sioux Falls, SD 57108 Federal Taxpayer I.D. # _____	_____

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ the attached Note (the "Note") and all rights thereunder, and irrevocably constitutes and appoints _____ attorney to transfer the Note on the books kept for registration of the Note, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the Note in every particular, without alteration or any change whatsoever.

The Administrator will not effect transfer of this Note unless the information concerning the assignee requested below is provided.

Name and Address: _____

Taxpayer Identification Number: _____

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE OR TRANSFERRED, WITHOUT (I) AN OPINION OF COUNSEL THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (II) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS REQUIRED BY (1) FEDERAL AND STATE SECURITIES LAWS GOVERNING UNREGISTERED SECURITIES; (2) THE RULES, REGULATIONS AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS; AND (3) THE PROCEDURE ESTABLISHED TO EFFECT COMPLIANCE THEREWITH AND AGREED TO BY THE OWNER OF SUCH SECURITIES AND OTHER LIMITATIONS PROVIDED IN THE ASSIGNMENT AGREEMENT BETWEEN THE ISSUER, THE REGISTERED OWNER AND THE BORROWER.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF MINNESOTA STATUTES OR OTHER APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated June ____, 2026, is made and entered into between the CITY OF INDEPENDENCE, MINNESOTA, a municipal corporation and political subdivision organized and existing under the Constitution and the laws of the State of Minnesota (hereinafter referred to as the "Issuer"), SUNRISE BANK, NATIONAL ASSOCIATION, a national banking association, having an office in Sioux Falls, South Dakota (said bank or its successors or assigns being referred to hereunder as the "Lender") and NORTH SHORE GYMNASTICS ASSOCIATION, a Minnesota nonprofit corporation 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 (North Shore Gymnastics 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 \$8,500,000.

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.

CITY OF INDEPENDENCE, MINNESOTA

Mayor

Administrator

(Signature page to Assignment Agreement dated the date first above written between the «Municipality», Minnesota, Sunrise Bank, National Association, and North Shore Gymnastics Association)

SUNRISE BANK, NATIONAL ASSOCIATION

By _____
Damon Sehr
Its: Market President – South Dakota

(Signature page to Assignment Agreement dated the date first above written between the «Municipality», Minnesota, Sunrise Bank, National Association, and North Shore Gymnastics Association)

NORTH SHORE GYMNASTICS ASSOCIATION

By _____
Ryan Rohloff
Its: Executive Director

(Signature page to Assignment Agreement dated the date first above written between the «Municipality», Minnesota, Sunrise Bank, National Association, and North Shore Gymnastics Association)

Draft 4/27/2026

LOAN AGREEMENT

BETWEEN

CITY OF INDEPENDENCE, MINNESOTA

and

NORTH SHORE GYMNASTICS ASSOCIATION

Dated: June ____, 2026

Relating to:

**City of Independence, Minnesota
\$[8,500,000] 501(c)(3) Facilities Revenue Note
(North Shore Gymnastics Project), Series 2026**

The interest of the City of Independence, Minnesota, in this Loan Agreement
(except for the Unassigned Rights described herein) has been assigned to
Sunrise Banks, National Association

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

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This LOAN AGREEMENT dated June ____, 2026, is by and between the CITY OF INDEPENDENCE, MINNESOTA, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota and NORTH SHORE GYMNASTICS ASSOCIATION, a Minnesota nonprofit corporation organized and existing under the laws of the State of Minnesota.

The parties make the following recitals of fact, capitalized terms used in which, if not required to be capitalized by the rules of grammar, have the meanings given in Section 1.01:

RECITALS

A. At the request of the Borrower, the Issuer is issuing the Note, to be purchased by the Lender, the proceeds of which will be used for the Financing Purposes.

B. The parties are entering into this Loan Agreement to provide for the Loan by the Issuer to the Borrower of the proceeds of the Note, and the terms of repayment thereof.

C. The Project and the Facilities will be owned and operated by the Borrower.

D. The Borrower, the Issuer, and the Lender, as purchaser of the Note and Registered Owner, have entered into an Assignment Agreement, pursuant to which the Issuer has assigned and granted to the Lender, as security for the Note, the Loan Repayments to be made hereunder and covenants and all other rights and interests of the Issuer in this Loan Agreement (except for the Unassigned Rights).

The Issuer and the Borrower, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. In this Loan Agreement and the other Documents, the following terms have the following respective meanings unless the context hereof or the rules of grammar clearly requires otherwise:

Act: collectively, the Municipal Industrial Development Act, and Minnesota Statutes, Section 471.656, as amended.

Adjustment Date: has the meaning assigned to the term in the Note.

Administrative Fee: the administrative fee payable to the Issuer pursuant to Section 3.11 hereof in an amount equal to 0.5% of the original principal amount of the Note.

Assignment Agreement: the Assignment Agreement, dated the Closing Date, between the Issuer, the Borrower, and the Lender, including any amendment thereof or supplement thereto.

Bond Counsel: the law firm of Fryberger, Buchanan, Smith & Frederick, P.A.

Bond Year: has the meaning assigned in the Tax Certificate.

Borrower: North Shore Gymnastics Association, a Minnesota nonprofit corporation, its successors and assigns.

Business Day: any day other than a Saturday, Sunday or other day on which the Lender is not open for business.

Closing Date: the date set forth on the cover page and in the initial paragraph of this Loan Agreement.

Code: the Internal Revenue Code of 1986, as amended.

Collateral Documents: the Mortgage, the Security Agreement, financing statements, and any other documents and agreements referred to in the aforementioned documents or contemplated by the transactions described in this Loan Agreement and relate to the security of the Lender as the same may be amended, supplemented, extended, replaced, or restated.

Date of Taxability: that point in time, as specified in a Determination of Taxability, that the interest payable on the Note becomes includable in the gross income of the Registered Owner for federal income tax purposes.

Default: any of the events described in Section 6.01.

Determination of Taxability: the issuance of a statutory notice of deficiency (or document of similar import) by the IRS, a ruling from the National Office or any District Office of the IRS, or a final decision of a court of competent jurisdiction that holds in effect that interest payable on the Note is includable for federal income tax purposes in the gross income of the Registered Owner; provided, however, that no Determination of Taxability shall arise from the interest on Note being included, for example, (1) as a specific "tax preference" item for individual or corporate taxpayers in computing the alternative minimum tax; (2) in income for purposes of calculating alternative minimum taxable income of any company; (3) in earnings and profits of branches of foreign corporations for purposes of calculating the "branch profits" tax; (4) within gross income of certain recipients of social security and railroad retirement benefits; or (5) as passive investment income to certain subchapter S corporations that have subchapter C earnings and profits, all as calculated under the applicable provisions of the Code.

Documents: the Loan Documents and the Collateral Documents.

Electronic Means: a transmission through a time-sharing terminal, facsimile machine or the Internet, as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message, if operative as between any two parties, for which a transmission confirmation has been received by the sender and that is confirmed in writing within 24 hours (with an automatic "read receipt" or similar notice not constituting confirmation of an email receipt for purposes of this this definition).

ERISA: the federal Employee Retirement Income Security Act of 1974.

Event of Default: the occurrence of any of the events specified in Section 6.01, beyond any applicable cure period.

Facilities: the approximately 48,000 square-foot building suitable for youth gymnastics and related facilities, to be constructed on the Land.

Financing Purposes: financing, funding, or paying for, as applicable, (i) the Project, (ii) required reserves, if necessary, (iii) capitalized interest, if necessary, and (iv) costs associated with issuing this Note.

Fiscal Year: the Borrower's fiscal year.

GAAP: generally accepted accounting principles as issued by the Financial Accounting Standards Board (FASB) from time to time, consistently applied.

Host City: the City of Maple Plain, Minnesota.

Indebtedness: collectively, without duplication, (a) all items that, in accordance with GAAP, would be included in the liability side of a balance sheet as of the Borrower's Fiscal Year end, excluding capital stock, surplus, capital and earned surplus, (b) all indebtedness secured by any mortgage, pledge, security interest or lien existing on property owned subject to such mortgage, pledge, security interest or lien, and (c) all amounts representing the capitalization of rentals, all in accordance with GAAP; provided, however, that leases that would have been treated as operating leases under GAAP prior to December 31, 2019, shall not constitute Indebtedness, regardless of when incurred.

Indemnified Matters: has the meaning assigned to the term in Section 7.06.

Indemnified Parties: has the meaning assigned to the term in Section 7.06.

IRS: the Internal Revenue Service of the Department of the Treasury of the United States of America.

Issuance Costs: has the meaning assigned in the Tax Certificate.

Issuer: the City of Independence, Minnesota, a municipal corporation and political subdivision of the State.

Land: has the meaning assigned to the term in the Mortgage.

Lender: Sunrise Banks, National Association, a national banking association, its successors and assigns with an office located at the address set forth in Section 7.01.

Loan: the loan by the Issuer to the Borrower of the Proceeds pursuant to this Loan Agreement.

Loan Agreement: this Loan Agreement, dated the Closing Date, between the Issuer and the Borrower, including any amendment hereof or supplement hereto.

Loan Documents: this Loan Agreement and the Assignment Agreement, together with all other documents and instruments delivered in connection thereto or pursuant thereto, as the same may be amended or extended from time to time.

Loan Repayments: the payments required of the Borrower pursuant to Sections 3.02 and 3.03.

Make Whole Payments: any payments required to be made to or on behalf of the Issuer in the exercise or enforcement of the Unassigned Rights.

Mortgage: the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated the Closing Date, from the Borrower to the Lender, including any amendment thereof or supplement thereto.

Mortgaged Property: the real and personal property in which a lien is granted by the Borrower under the Mortgage.

Municipal Industrial Development Act: Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

Note: the 501(c)(3) Facilities Revenue Note (North Shore Gymnastics Project), Series 2026, dated the Closing Date, issued by the Issuer pursuant to the Resolution.

Obligations: (a) all present and future debts and other obligations of the Borrower to the Lender, whether arising by contract, tort, guaranty, overdraft or otherwise, whether or not the advances or events creating such debts or other obligations are presently foreseen, whether such obligations were originally payable to the Lender or are acquired by the Lender from another Person, and regardless of the class of the debts or other obligations, be they otherwise secured or unsecured; (b) the payment when and as due and payable of the obligations of the Borrower under the Note and Loan Agreement, including, but not limited to the aggregate principal amount of the Note and all interest and late fees payable thereunder; (c) the payment of all other sums, with interest thereon, that may be advanced by the Lender in accordance with or that may be secured by the Mortgage, including without limitation all advances consisting of protective advances, as described in Minnesota Statutes, Section 287.05, subd. 4, and expenses described in the Mortgage (the payment obligations under (b) and (c) of this paragraph are hereinafter collectively referred to as the "Mortgage Indebtedness"); (d) the obligation of the Borrower under this Loan Agreement and the other Documents to perform the covenants and agreements contained therein and in any modification, extension or amendment thereof; and (e) the performance of all the covenants, conditions and agreements contained in the Mortgage and the other Loan Documents (to the extent relating to the Note or the Mortgaged Property).

Officer: Borrower's president, vice-president, secretary, treasurer or any other Person having or exercising the duties of an officer as set forth in Borrower's certificate of incorporation or bylaws, or by State law.

Organizational Documents: the certificate of incorporation, as amended, and bylaws, as amended, of the Person indicated.

Permitted Encumbrances: has the meaning assigned to such term in the Mortgage.

Person: any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

Private Business Use: any actual or beneficial use, whether directly or indirectly, pursuant to a lease, management contract, research agreement, joint venture agreement, incentive payment contract, output contract or any other arrangement that conveys special legal entitlements for beneficial use, in a trade or business carried on by any person other than an Exempt Person. Except to the extent that a use is an Unrelated Trade or Business, Private Business Use does not include the following, as permitted by the Code and Regulations: (i) use by the general public, (ii) use by agents of the Borrower, (iii) use that is solely incidental to the financing arrangement represented by the Obligations, (iv) use pursuant to certain short-term arrangements, (v) certain incidental uses, (vi) use pursuant to a contract or arrangement, and (vii) use pursuant to certain research agreements.

Proceeds: the \$[8,500,000] proceeds of the Note.

Project: the acquisition of approximately 6.354 acres of land located on Pioneer Creek Drive in Maple Plain, Minnesota, with Tax Parcel ID Nos. 24-118-24-32-0016 and 24-118-24-32-0017, and construction of the Facilities.

Qualified 501(c)(3) Bonds: has the meaning assigned in the Tax Certificate.

Real Property: that certain real property described on Exhibit A to the Mortgage and all present and future improvements, fixtures, leases, rents and other appurtenant rights.

Rebate Amount: has the meaning assigned to the term in Section 2.03G(ii).

Registered Owner: the holder of the Note as shown in the records of the Issuer maintained by the Registrar as required by the Resolution. The Lender is the Registered Owner as of the Closing Date.

Registrar: has the meaning assigned to the term in the Resolution.

Regulations: the U.S. Treasury Regulations promulgated under the Code, as amended from time to time.

Resolution: the resolution adopted May 19, 2026, by the governing body of the Issuer authorizing the issuance of the Note and establishing the terms and conditions thereof and approving the Loan Documents to which the Issuer is a party.

Secured Indebtedness: the Obligations.

Security Agreement: the Security Agreement, dated the Closing Date, from the Borrower to the Lender, including any amendment thereof or supplement thereto.

State: the State of Minnesota.

Taxable Rate: has the meaning assigned to the term in the Note.

Tax Certificate: the Arbitrage and Tax Certificate dated the Closing Date, executed by the Borrower and endorsed by the Issuer relating to the Note.

Tax-exempt Organization: either (a) a Person organized under the laws of one of the states of the United States of America or the District of Columbia that is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code or any predecessor or successor provisions of similar import heretofore or hereafter enacted or an organization that is otherwise treated as an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code, having an exempt purpose substantially related to that of the Borrower or (b) a governmental unit within the meaning of Section 103 of the Code.

Tax Loss Amount: an amount equal to (a) the aggregate difference between (i) the amounts actually paid on the Note between the Date of Taxability and the date of earliest receipt of a notice of the Determination of Taxability by the Issuer, the Registered Owner or the Borrower, and (ii) the amounts that would have been due during such period if the Taxable Rate had been in effect, plus (b) the amount of interest, penalties and fees, if any, incurred by the Registered Owner as a result of a Determination of Taxability.

Title Company: West Title, LLC.

UCC: the Uniform Commercial Code as in effect in the State.

Unassigned Rights: the rights of the Issuer: (a) to payment of the Administrative Fee, (b) to receive payment of its fees and expenses, (c) to indemnification under this Loan Agreement, (d) to execute and deliver supplements and amendments to this Loan Agreement, (e) to consent as specifically provided for in this Loan Agreement, (f) to information and notices, and (g) to enforce the payment of Make Whole Payments; provided, however, that any rights, benefits and interest inuring solely to the benefit of the Lender (either directly or by assignment hereof) pursuant to any of the foregoing sections shall not constitute Unassigned Rights hereunder, and any rights, benefits and interests inuring both to the benefit of the Issuer and the Lender (either directly or by assignment hereof), shall constitute Unassigned Rights with respect to Issuer only, and any rights, benefits and interest inuring to the benefit of the Lender shall not constitute Unassigned Rights.

Unrelated Trade or Business: has the meaning assigned in the Tax Certificate.

Section 1.02. Rules of Interpretation; Construction.

(1) The validity, construction and enforceability of this Loan Agreement and the Note shall be governed by the internal laws of the State, without giving effect to conflict of laws or principles thereof, but giving effect to federal laws of the United States applicable to national banks. Whenever possible, each provision of this Loan Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto, shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Loan Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

(2) The terms "hereby," "hereof," "herein," "hereunder" and similar terms, as used in this Loan Agreement, refer to this Loan Agreement in its entirety, and the term "heretofore" means before, and the term "hereafter" means after, the date of this Loan Agreement.

(3) Any headings preceding the texts of the Articles and Sections of this Loan Agreement and any table of contents or marginal notes appended to copies of this Loan Agreement are solely for convenience and do not constitute a part of this Loan Agreement, or affect its meaning, construction or effect; provided that all references to Articles, Sections, recitals, Exhibits and Schedules shall be construed to refer to Articles, Sections and recitals of, and Exhibits and Schedules to this Loan Agreement.

(4) Any definition of or reference to any agreement, instrument or other document shall be construed to refer to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications).

(5) All accounting terms not otherwise defined in this Loan Agreement have the meanings assigned to them in accordance with GAAP; and, unless otherwise expressly provided, all computations provided for in this Loan Agreement must be made in accordance with GAAP.

(6) Any pronoun shall include correlative words of the masculine, feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(7) Any opinion of counsel required hereunder must be a written opinion of such counsel.

(8) References to any Person shall be construed to include the Person's successors and assigns.

(9) References to the Note as "tax exempt" or to the "tax-exempt status of the Note" are to the exclusion of interest from gross income pursuant to Section 103(a) of the Code, irrespective of any taxation of the interest on the Note in limited contexts such as (a) the alternative minimum tax, (b) part of the adjusted current earnings of the Registered Owner, (c) as a part of effectively connected earnings and profits for purposes of the branch profits tax on foreign corporations, consistent with Section 59(i) of the Code, or (d) the lack of designation by the Issuer under Section 265(b) of the Code and except as otherwise specified in the definition of "Determination of Taxability".

(10) The words "include," "including" and the like mean "including without limitation" and, when followed by any specific item(s), are deemed to refer to examples rather than to be words of limitation.

(11) When the words "Collateral Documents," "Loan Documents," and "Documents" are used in the context of the authorization, execution, delivery, approval or performance of the specified documents by a particular party, each such term shall mean or refer to only those documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

Section 1.03. Electronic Signatures.

(1) The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. The parties agree that any electronically signed document (including this Loan Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

(2) For purposes hereof:

A. "electronic signature" means a manually signed original signature that is then transmitted by Electronic Means;

B. "electronically signed document" means a document transmitted by Electronic Means and containing, or to which there is affixed, an electronic signature;

C. "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a pdf or other replicating image attached to an e-mail message; and

D. "pdf" means portable document format.

Section 1.04. 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.

ARTICLE 2 – REPRESENTATIONS

Section 2.01. Representations by the Issuer. The Issuer makes the following representations as the basis for its representations, warranties, covenants, and agreements herein, upon which the Borrower, Bond Counsel, and the Lender are permitted to rely:

A. In authorizing the issuance of the Note, it has relied entirely (and without independent investigation) on written representations and/or opinions provided by the Borrower, consultants to the Borrower, and Bond Counsel that the Project is a "project" as defined in Section 469.153, subdivision 2(b), of the Act, and the Issuer assumes no responsibility for the accuracy of such representations and opinions.

B. The matters relating to the Issuer as set forth herein have been authorized by the Resolution adopted by its governing body at a meeting called in accordance with

State law on May 19, 2026, by the affirmative vote of not less than a majority of its members present.

C. It has called and held a public hearing on financing the Project and issuing the Note.

D. It has not repealed, rescinded, amended or revoked any of its proceedings relating to the issuance, execution or delivery of the Note, the Loan Documents to which it is a party or the Resolution.

E. Pursuant to the Resolution, the Issuer has authorized and directed the Lender to disburse the proceeds of the Note directly to such parties as may be entitled to payment, upon receipt of such supporting documentation as the Lender may deem reasonably necessary or as required by this Loan Agreement.

F. To its actual knowledge (but without independent investigation), the execution and delivery of Loan Documents to which it is a party and the Note does not constitute on its part a breach of, or a default under, any existing (i) provision of any special legislative act, charter, constitution or other proceeding establishing or relating to its establishment or its affairs or its resolutions or any applicable law, regulation, rule or ordinance, or (ii) any agreement, indenture, mortgage, lease or other instrument to which it is a party or by which it is bound.

G. There is no pending or (to its actual knowledge, but without independent investigation) threatened suit, action or proceeding against it before or by any court, arbitrator, administrative agency or other governmental authority that contests or seeks to restrain its execution or delivery of the Note or the Loan Documents to which it is a party.

H. It does not reasonably expect to issue in excess of \$10,000,000 in tax-exempt obligations that can be designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code during calendar year 2026.

I. The Issuer acknowledges that under present administrative requirements of the IRS, the Issuer is, in connection with the issuance of the Note, required to execute an IRS Form 8038 (and, if applicable respecting future arbitrage rebate, IRS Form 8038-T), and/or such additional forms as may supplement or replace the same, if any, and the Issuer agrees to execute said forms upon request from the Borrower and/or the Lender, accompanied by said completed forms; provided that the Issuer shall have no responsibility to complete or file said forms or to investigate the accuracy of the information provided therein, as submitted to the Issuer by or on behalf of the Borrower and/or the Lender; and further provided that the Borrower shall pay the cost of preparation, legal review, and filing of all such forms.

Section 2.02. Representations by the Borrower. The Borrower makes the following representations, upon which the Lender, Bond Counsel, and the Issuer may rely:

A. It is a Minnesota nonprofit corporation duly organized and in good standing under the laws of the State of Minnesota, duly authorized to conduct its business in all

states where its activities require such authorization, has power to enter into this Agreement, the Mortgage, the Security Agreement, and the other Documents to which it is a party, and to own and use the Project and the Facilities for the purposes set forth in this Agreement, and by proper corporate action has authorized the execution and delivery of this Agreement, the Mortgage, the Security Agreement, and all other Documents to which it is a party.

B. The execution and delivery of the Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms and conditions hereof and thereof do not conflict with or result in a violation or breach of any of the terms or conditions of its Organizational Documents or of any of the terms and conditions of any court order, judgment or decree, or any other applicable law, regulation, rule or ordinance, or any mortgage, indenture, loan agreement or other restriction or any agreement or instrument to which it is a party or to which any of its property is subject (except any conflict, violation or breach that is not material or that has been waived in a writing executed by the party having authority to so waive such conflict, violation or breach), and do not constitute an event of default under any of the foregoing or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of its property or assets contrary to the terms of any agreement or instrument to which it is a party or by which it is bound of which it has knowledge.

C. It does not rely on any warranty of the Issuer, either express or implied, that the Project constitutes a "project" within the meaning of the Act or that the Project will be suitable to its needs and recognizes that under the Act the Issuer is not authorized to operate the Project or to expend any funds thereon other than the revenues received by the Issuer under the Loan Agreement or the proceeds of the Note or other funds granted to it for purposes contemplated in the Act.

D. It is authorized and licensed to, and does own and operate the Mortgaged Property under the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof; and, to Borrower's knowledge, the Project is, and will be upon completion, in compliance in all material respects with applicable federal, state and local laws, regulations, codes and ordinances.

E. To its knowledge, there is no pending suit, action, proceeding or investigation by or before any court, arbitrator, administrative agency or other federal, state or local governmental authority that individually or in the aggregate, if adversely determined, would have a material adverse effect on, or affect the validity as to it, of any of the transactions contemplated hereby or its ability to perform its obligations hereunder or as contemplated hereby.

F. To its knowledge, there is no threatened suit, action, proceeding or investigation or any basis therefor that individually or in the aggregate, if adversely determined, would have a material adverse effect on, or affect the validity as to it, of any of the transactions contemplated hereby or its ability to perform its obligations hereunder or as contemplated hereby.

G. The Proceeds, together with any other funds available to it, will be sufficient for the Financing Purposes, including but not limited to, the financing of the

Project, and paying Issuance Costs in full, and the Proceeds will be used only for the purposes contemplated hereby and allowable under the Act and the Code.

H. Comparable private financing for the Project was not found by it to be reasonably available, and the Project is economically more feasible with the availability of the financing herein authorized.

I. It is not in the trade or business of selling properties such as the Project and is undertaking the Project for use in its trade or business, and it has no intention now or in the foreseeable future to voluntarily sell, surrender or otherwise transfer, in whole or part, its interest in the Project.

J. It has reviewed and approves and consents to the terms and conditions of the Note.

K. To its knowledge (i) no member of the governing body or other officer of the Issuer or Host City is directly or indirectly financially interested in this Loan Agreement or any contract, agreement or job hereby contemplated to be entered into or taken; (ii) no official or employee of the Issuer or of the Host City has or will have any personal interest, direct or indirect, in this Loan Agreement; (iii) it has not paid or given any official or employee of the Issuer or of the Host City any money or other consideration for obtaining this Loan Agreement; and (iv) other than payment of any applicable Administrative Fee and/or out-of-pocket expenses, including legal costs associated with review of the Documents, it has not paid, nor is it required to pay, the Issuer or the Host City any amounts as consideration for the financing contemplated by this Loan Agreement.

L. It covenants that it will do all things reasonably necessary to allow the Issuer to comply with all notice and filing requirements imposed under the Act.

M. Except as disclosed to and accepted in writing by the Lender, all financial information it has delivered to the Lender is true and correct in all material respects as of the Closing Date, and does not fail to represent its financial condition as of its respective dates and as of the Closing Date and no material or adverse change has occurred in the financial conditions reflected therein.

N. Except as disclosed to and accepted in writing by Lender (delivery by the Title Company of a title insurance policy insuring the priority of the Mortgage shall be deemed such written approval), Borrower has not entered into any contracts or agreements for work or construction, acquisition, installation and equipping that could result in the imposition of a mechanic's or material supplier's lien on the Mortgaged Property prior to or on parity with the lien of the Mortgage and security interest evidenced by the Collateral Documents.

O. It has the power and authority and has (or reasonably expects to timely obtain) all necessary licenses, permits and franchises to execute and deliver, and to perform its obligations under, and to grant the liens and security interests provided for in, each of the Documents to which it is a party. Each of the Documents to which it is a party has been executed and delivered by it and each constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

P. It is neither in default in the payment of the principal of or interest on any Indebtedness nor in default under any instrument or agreement under which such Indebtedness was incurred or to which it is subject.

Q. It has filed all federal and State income tax returns that, to its knowledge, are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges owed by it to the extent that they have become due.

R. To its knowledge, no consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party not already received or given is required in connection with the execution and delivery of this Loan Agreement, or any of the agreements or instruments herein mentioned or related hereto to which it is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby.

S. Since the end of its most recent Fiscal Year, there has not occurred (i) any material adverse change in its business, operations or financial condition or (ii) any material diminution in the value of the Mortgaged Property, or (iii) discovery of any adverse environmental conditions with respect to the Mortgaged Property.

T. Except as disclosed to and accepted in writing by the Lender: (i) it is not an employee benefit plan as defined in Section 3(l) of ERISA, whether or not subject to ERISA; (ii) none of its assets constitute assets of any such plan under ERISA regulations or rulings; (iii) with respect to any such plan that it sponsors, participates in or has fiduciary duties with respect to, it has materially complied with all federal and state laws, plan documents and funding requirements; (iv) it does not sponsor, participate in, or have fiduciary duties with respect to any defined benefit pension plan subject to Title IV of ERISA or any multi-employer pension plan as defined in Section 3(37)(A) of ERISA or any plan providing medical or other welfare benefits to retirees or other former employees (except as required by federal or state law); and (v) it is not (and has not ever been) a member of a group of trades or businesses (whether or not incorporated) that is treated as a single employer under Section 414 of the Code.

U. It has good and absolute title to all its properties and assets financed or refinanced hereunder, reflected in its latest balance sheet delivered to the Lender prior to the Closing Date, free and clear of all mortgages, security interests, liens and encumbrances, except for Permitted Encumbrances, and such covenants, restrictions, rights, easements and minor irregularities in title that (i) have been previously disclosed in writing to and expressly accepted in writing by the Lender, it being understood that Lender's approval of such exceptions shall be deemed given in writing upon acceptance of the policy of title insurance and authorization of the disbursement of Proceeds of the Note; (ii) do not materially interfere with its business or operations as presently conducted; (iii) are the subject of an intercreditor agreement between the Lender and the holder of any such mortgage, security interest, lien or encumbrance acceptable to Lender; or (iv) will be satisfied and terminated on the Closing Date.

V. It is in material compliance with all provisions of all agreements, instruments, decrees and orders to which it is a party or by which it or its property is

bound or affected, the breach or default of which could have a material adverse effect on its financial condition, properties or operations.

W. It acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Mortgaged Property; and that it has not relied on the Issuer or the Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement or otherwise relied on the Issuer in any manner.

X. The representations and warranties in this Section, and any additional representations and warranties contained herein shall be deemed to have been renewed and restated by it at the time of each request by it for an advance of Proceeds of the Note, except as such representation or warranty (i) may have been modified as permitted by and in compliance with this Loan Agreement, so long as such modification does not excuse an Event of Default otherwise then-existing hereunder, or (ii) is no longer true and correct due to no failure by it to fulfill its obligations and covenants under this Loan Agreement.

Y. The representations and certifications contained in the Tax Certificate and the other certificates delivered by it on the Closing Date are true and correct and are incorporated by reference herein.

Section 2.03. Tax Covenants. The Borrower makes the following covenants regarding issues raised by the Code and the Regulations, upon which the Lender, the Issuer and Bond Counsel may rely:

A. Borrower will fulfill all conditions specified in the Code and applicable Regulations that are necessary to maintain the tax-exempt status of the interest borne by the Note and for such purpose the Tax Certificate is incorporated by reference as though fully set forth herein.

B. Borrower has not been notified by the Internal Revenue Service of any revocation, modification, withdrawal or rescission of the ruling or determination letter recognizing the Borrower as a Tax-exempt Organization, and the ownership, undertaking, and operation of the Project is not an "unrelated trade or business" of the Borrower within the meaning of Section 513 of the Code. There is no action, proceeding or investigation pending or, to the Borrower's knowledge, threatened by the Internal Revenue Service or authorities of the State which, if adversely determined, might result in a modification of the status of the Borrower as a Tax-exempt Organization.

C. Not more than five percent of the Proceeds (including Issuance Costs) will be used, directly or indirectly: (a) to finance or refinance property used in an Unrelated Trade or Business of the Borrower; or (b) in the trade or business of any Person other than a Tax-exempt Organization in furtherance of its exempt or essential governmental purpose, except to the extent that such use would not result in the Note failing to be characterized as Qualified 501(c)(3) Bonds.

D. The payment of the principal of, or interest on, no more than five percent of the Proceeds is (under the terms of the Note or any underlying arrangement) directly or indirectly: (a) secured by any interest in: (I) property used or to be used for a Private Business Use (other than use described in the preceding paragraph), or (II) payments in respect of such property; or (b) to be derived from payments (whether or not to the Issuer or an entity other than a Tax-exempt Organization) in respect of property, or borrowed money, used or to be used for a Private Business Use (other than use described in the preceding paragraph).

E. Borrower is not under common management or control with any other organization.

F. While any portion of the Note remains unpaid, no portion of the Proceeds will be used to provide any airplane, skybox or other private luxury box, any facility primarily used for gambling, or a store, the principal business of which is the sale of alcoholic beverages for consumption off premises.

G. With respect to the Proceeds, the Borrower will:

(i) maintain records identifying all gross proceeds attributable to the Note, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Note) and any earnings derived from the investment of such arbitrage profit;

(ii) make, or cause to be made within 30 days after the close of each fifth Bond Year and upon payment in full of the Note, determination of the amount, if any, of excess arbitrage required to be paid to the United States by the Issuer (the "Rebate Amount");

(iii) upon each such determination, the Borrower will furnish the Lender a certificate showing how such calculation was made;

(iv) pay, or cause to be paid, to the United States at least once every five Bond Years the Rebate Amount, if any, including the last installment that must be made no later than 60 days after the day on which there is payment in full of the Note; and

(v) retain all records of the annual determination of the foregoing amounts until six years after the payment in full of the Note.

H. There is no action, proceeding or investigation pending or threatened on any basis therefor by the IRS or authorities of the State that, if adversely determined, would result in a modification of the status of the Borrower as a Tax-exempt Organization.

I. The Borrower expressly understands and agrees that the Issuer and the Host City have not made any investigation and do not make any representation, express or implied, and do not assume and shall have no responsibility with respect to whether the interest on the Note is or may remain tax exempt or otherwise excludable from gross income for any income tax purposes, and it is further expressly agreed and understood

that the Issuer and the Host City shall have no obligation to make any investigation respecting such tax exemption or to monitor compliance by the Borrower with any of its "tax" or other covenants herein, or to determine whether the Borrower, the Lender or any other Person has taken such actions (or refrained from acting, as the case may be) as may be necessary to preserve any such tax exemption.

J. The Borrower shall maintain such written procedures as appropriate and applicable to ensure the Borrower's principal responsibility for compliance with the post-issuance requirements necessary to maintain the tax-exempt status of the interest on the Note, including requirements that must be continually monitored, including (i) monitoring the investment (pending expenditure) of Proceeds (and keeping detailed records thereof) in order to assure compliance with the arbitrage requirements applicable to the Note, (ii) monitoring the expenditure of Proceeds (and keeping detailed records thereof), (iii) monitoring the use of the Project in order to ensure that the Note continues to qualify as a Qualified 501(c)(3) Bond, (iv) periodically consulting with Bond Counsel with respect to arbitrage issues and compliance, and (v) consulting with Bond Counsel as necessary to determine whether, and to what extent, any change in the use or purpose of the financed Facilities will require any remedial action under the relevant Regulations.

K. In order to qualify the Note and this Loan Agreement as a "program investment" described under Section 1.148-2(d)(iii) of the Regulations, the Borrower (and any "related person" thereto) shall not, pursuant to any arrangement, formal or informal, purchase obligations of the Issuer in an amount related to the amount of the Loan.

Section 2.04. Reliance on Representations. The Borrower agrees that the representations of the Borrower contained in this Article are, without limitation, for the use and benefit of the Lender, the Issuer, and Bond Counsel, and the Lender, the Issuer, and Bond Counsel are entitled to rely thereon and have relied thereon in conjunction with the issuance of the Note.

ARTICLE 3 – THE LOAN

Section 3.01. Amount and Source of the Loan. The Issuer agrees to lend to the Borrower and the Borrower agrees to borrow from the Issuer, upon the terms and conditions herein, in the Documents and the Note, the aggregate principal sum of \$[8,500,000] by having the Proceeds applied and disbursed in accordance with the provisions of this Loan Agreement. The Borrower agrees to apply no more than two percent of the Proceeds to payment of Issuance Costs. The balance of the Proceeds will be applied towards the other Financing Purposes.

Section 3.02. Repayment of the Loan.

(1) Subject to any rights of prepayment granted herein and in the Note, the Borrower agrees to repay the Loan in installments on the dates and in amounts sufficient to provide for the prompt payment of all principal, interest and penalty, if any, due and payable by the Issuer pursuant to the Note, including interest payable pursuant to a Determination of Taxability. Loan Repayments must be applied as provided in Section 6.07.

(2) The interest rate on the Note is subject to adjustment on the Adjustment Date. In the event that the Lender, in consultation with Bond Counsel, is informed that adjustment of the interest rate on the Note results in a "reissuance" of the Note under the Code and Regulations,

Borrower agrees to pay the expenses of the Lender incurred to maintain the tax-exempt status of the Note.

Section 3.03. Determination of Taxability.

(1) In the event of a Determination of Taxability, the rate of interest on the Note will be automatically increased, effective as of the Date of Taxability to the Taxable Rate in accordance with the terms of the Note, in which event the Loan Repayments required hereunder by the Borrower will be adjusted accordingly with the increased payments required pursuant to the Note. In such case, the Borrower agrees also to pay the Tax Loss Amount to the Lender.

(2) The provisions of this Section shall survive payment or defeasance of the Note and termination or expiration of any other provisions of this Loan Agreement.

Section 3.04. Notice of Proposed Taxability and Procedure Thereon.

(1) No Determination of Taxability will be effective unless (a) the Borrower has been given notice by the IRS, the Issuer or otherwise, of the issuance of a Determination of Taxability within 60 days of such issuance; (b) if a ruling resulting in a Determination of Taxability was requested by the Lender, the Borrower received written notice that a ruling would be requested at least 45 days prior to its submission and a copy of the request at least 30 days prior to the date of its submission to the National Office or any District Office of the IRS; (c) if any proceeding is commenced in any court of competent jurisdiction the Borrower is allowed to intervene or to assume responsibility for the contest or appeal, or both, in the name of the Lender, if necessary in the Borrower's opinion within 10 days of such commencement and before final judgment in such proceeding; or (d) the provisions of the following paragraph (2) apply.

(2) The Borrower shall have an opportunity for no more than 180 days after receipt by the Issuer, the Lender or the Borrower, whichever receipt is earliest, to contest any such statutory notice, ruling or final decision and no such statutory notice, ruling or final decision shall be deemed a "Determination of Taxability" if the Borrower is contesting the same during such 180 day period in good faith until the earliest of (a) abandonment of such contest by the Borrower, (b) the date on which such statutory notice, ruling or final decision becomes final, or (c) the 181st day after the initial receipt by the Trustee of such statutory notice, ruling or final decision.

(3) The expenses of any contest or appeal of any action that may give rise to a Determination of Taxability must be paid by the party, other than the Issuer, initiating the contest or appeal and neither the Borrower nor the Lender is required to contest or appeal any Determination of Taxability; provided that if the Lender elects in its sole discretion after consultation with the Borrower to contest or appeal such action, the Borrower must, at the request of the Lender, pay, or reimburse the Lender for the payment of, all reasonable costs incurred by the Lender in such contest or appeal (including any reasonable attorneys' fees), to which Borrower has consented in advance, which consent by Borrower will not unreasonably be withheld.

(4) The Borrower additionally agrees to pay or reimburse the Issuer and the Lender (including costs of counsel thereto) for expenses incurred by the Issuer and/or the Lender in the event of a Determination of Taxability, a request for information by the IRS or the State Department of Revenue with respect to the Note or any obligations refunded by the Note, an audit by the IRS or the State Department of Revenue relating to the Note, any obligations

refunded by the Note or the status of the Borrower, and/or a request for a closing agreement under the IRS Tax Exempt Bond Voluntary Closing Agreement Program (VCAP) relating to the Note or any obligations refunded by the Note.

(5) In the event an investigation, document request, audit, or other action relating to the Note is commenced by the IRS or in the event the Lender, or the Borrower on behalf of the Lender, chooses to contest any statutory notice of deficiency, ruling of the IRS or judgment of a court of competent jurisdiction relating to the federal income tax exemption of the interest payable on the Note, the Lender, at its election, may increase the rate of interest on the Note to the level set forth in Section 3.03, and require that the Borrower make Loan Repayments based upon such increased rate pending the final results of such investigation, suit or contest. The additional funds collected as a result of the rate increase must be placed in escrow by the Lender and must bear interest at a rate no greater than the original rate of interest on the Note. In the event the contest is resolved in favor of the Lender and the Borrower, and the interest on the Note continues to be exempt from federal income taxation, the funds held in such escrow account must be returned to the Borrower and must not be used to pay any interest or principal on the Note, unless an Event of Default by the Borrower has occurred under this Loan Agreement, in which case the Lender may retain the escrowed funds for payment on the Obligations. In the event the contest is resolved against the Lender and the Borrower and interest payable on the Note is held to be subject to federal income taxation, the amount on hand in the escrow account must be applied to the additional Loan Repayments then due pursuant to this Section, with any excess returned to the Borrower, unless an Event of Default by the Borrower has occurred under this Loan Agreement, in which case the Lender may retain the remainder of the escrowed funds for payment on the Obligations.

(6) The provisions of this Section shall survive payment or defeasance of the Note and termination or expiration of any other provisions of this Loan Agreement.

Section 3.05. [Reserved].

Section 3.06. [Reserved].

Section 3.07. The Borrower's Obligations Unconditional.

(1) All Loan Repayments and all other payments required of the Borrower hereunder must be paid without notice or demand (except as provided herein and in the Note) and without set off, counterclaim, abatement, deduction or defense. The Borrower will not suspend or discontinue any payments, and will perform and observe all of its other agreements in the Documents to which it is a party and, except as expressly permitted herein, will not terminate the Documents to which it is a party for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Facilities, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Lender, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof or failure of the Issuer or the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with the Documents or the Note.

(2) The Borrower waives demand, presentment, protest and notice of dishonor and agrees that without any notice, the Lender and any present or future owner or owners of any

property and interests covered by the Mortgage or any other document given to secure the Loan, or executed by the Borrower in connection with this Loan Agreement, may from time to time extend, renew or otherwise modify to the benefit of the Borrower the date or dates or amount or amounts of payment above recited. To the extent permitted by law, the Lender may from time to time release any part or parts of the property and interests subject to the Mortgage or to any such other document from the same, with or without consideration. In any case, the Borrower, subject to limitation of the Issuer's liability, continues to be liable to pay the unpaid balance of the Loan as so extended, renewed or modified and notwithstanding any such release, and has agreed, subject to limitation of the Issuer's liability, to pay all costs of collection, including a reasonable amount for attorneys' fees, in case any payment is not made at maturity, and all costs and expenses, including attorneys' fees, incurred in protecting the security for this Loan Agreement or in preserving the properties or interests or any part hereof described in the Mortgage and in any such other document, whether suit be brought or not or whether or not as a result thereof the interest on the Note is no longer exempt from the federal or state income tax.

Section 3.08. Delivery of the Note. The Issuer authorizes delivery of the Note to the Lender upon the execution and delivery of this Loan Agreement and all other documents and instruments necessary to the transactions contemplated hereby and thereby to the satisfaction of the Lender and Bond Counsel.

Section 3.09. Closing. The Issuer's obligation to make the Loan under this Loan Agreement, and the obligation of the Borrower to repay the Loan under this Loan Agreement, shall become effective only upon delivery of the following to the Lender, in form and substance satisfactory to the Lender:

A. the Note, the Documents, the Resolution and an approving opinion of Bond Counsel, each executed or certified, in the case of the Resolution, by or on behalf of each party thereto;

B. one or more appraisals for the Project, as completed, as required by and acceptable to the Lender;

C. a commitment for a mortgagee's policy of title insurance in an amount equal to the amount of the Note insuring the Mortgage as a valid first lien; in form satisfactory to Lender; showing good and marketable title to all the Mortgaged Property in the Borrower; free and clear of all defects, encumbrances, security interest restrictions and easements, other than Permitted Encumbrances; specifically insuring against mechanic's liens, rights of parties in possession and boundary line matters and including such additional endorsements as the Lender may require (including, without limitation, zoning, survey, access, and subdivision endorsements) subject only to: (i) customary ALTA exceptions other than those for mechanic's lien, survey and parties in possession set forth above in this Subsection C, (ii) taxes not yet due and payable, and (iii) other exceptions acceptable to Lender, along with evidence that the Title Company is prepared to issue an ALTA mortgagee's title insurance policy subject only to Permitted Encumbrances;

D. [Reserved];

E. copies of filed UCC financing statements (whether one or more) evidencing a perfected lien on the Mortgaged Property for which a lien may be perfected in such manner, of the priority required by the Lender;

F. reimbursement of the Lender and the Issuer of all of their fees and out-of-pocket expenses, including (without limitation) all legal costs associated with issuance of the Note, the preparation and review of Documents and the cost of any appraisal;

G. as applicable, evidence that the Facilities are not located in a federally designated flood hazard area or, in the alternative, evidence of adequate flood insurance coverage acceptable to the Lender;

H. a certificate or certificates of insurance coverage, demonstrating coverage required by the Lender, and otherwise complying with the requirements of this Loan Agreement;

I. an opinion of counsel to the Borrower addressed to the Issuer and the Lender dated the Closing Date regarding, among other things, Borrower's due incorporation; status as a Tax-exempt Organization; power and authority to enter into the Documents to which Borrower is a party; enforceability of the Documents to which Borrower is a party; and such other matters as Lender or Bond Counsel requests;

J. Lender's Loan origination fee in an amount equal to ____% of the Loan amount;

K. a certificate of good standing issued by the Minnesota Secretary of State with respect to the Borrower;

L. a certificate signed by at least one officer of the Borrower attesting to among other matters, Borrower's authority to enter into the transactions contemplated hereunder, with an attached approving resolution of Borrower's governing body and the Borrower's Organizational Documents;

M. a true and correct copy of a determination letter from the IRS or other evidence as to Borrower's status as a Tax-exempt Organization; and

N. such other documents as the Lender or its counsel or Bond Counsel may reasonably require.

Notwithstanding any provision in this Loan Agreement to the contrary, the Lender in its sole discretion may waive compliance with or extend the time for submission of any one or more of the foregoing requirements of this Section.

Section 3.10. Disbursing Procedure.

(1) Not more than 2% of the Proceeds will be disbursed on the Closing Date or thereafter for payment of Issuance Costs.

(2) The balance of the Proceeds will be disbursed for the other Financing Purposes pursuant to the terms and conditions of this Loan Agreement, the other Documents, and a

settlement statement or closing letter prepared for the closing of the Loan. Such disbursements of Proceeds will include, but will not be limited to, one or more disbursements in amounts necessary to pay certain Issuance Costs on the Closing Date. The disbursements authorized in this paragraph may occur on or after the Closing Date.

Notwithstanding the foregoing, the Lender, in its sole discretion, may require disbursement of the Proceeds through the Title Company. The Borrower agrees to comply with any reasonable additional requirements of the Lender or the Title Company set forth in any disbursing agreement therefor.

Section 3.11. Administrative Fee. On the Closing Date, and as a condition to issuance thereof, the Borrower must pay the Issuer the Administrative Fee, and said payment shall be in addition to all other amounts that are or may become payable to the Issuer pursuant to the terms of this Loan Agreement.

Section 3.12. Notice to Issuer. Not later than March 31 of each year commencing March 31, 2027, the Borrower shall provide a statement, in substantially the form set forth in Exhibit A attached hereto, to the Issuer of the principal amount of the Note outstanding on December 31 of the preceding calendar year.

ARTICLE 4 – THE BORROWER’S COVENANTS

Section 4.01. Assignment. All right, title and interest of the Issuer in and to this Loan Agreement (other than the Unassigned Rights) and all payments hereunder (other than the Make Whole Payments) are to be pledged and assigned by the Issuer to the Lender pursuant to the Assignment Agreement as security for the payment of the principal of and interest on the Note and the payment of all fees and expenses of the Lender and others as provided herein and in the Documents. The Borrower consents to such assignment. The Issuer directs the Borrower, and the Borrower agrees, to pay all such payments pursuant to this Loan Agreement (other than the Make Whole Payments) to the Lender at its office identified in Section 7.01 for the account of the Issuer.

Section 4.02. General Covenants of the Borrower. The Borrower covenants and agrees with the Issuer and the Lender that throughout the term of this Loan Agreement:

A. It will conduct the same general type of business as it presently conducts, maintain its existence as a Minnesota nonprofit corporation and Tax-exempt Organization, remain qualified to do business in the State, not change its name or do business under any name other than the name used by it in executing this Loan Agreement, other than an assumed name acquired by it in accordance with applicable law.

B. It will not dispose of all or substantially all of its assets or consolidate with or merge into another entity or permit any other entity to consolidate with or merge into it unless (i) the resulting, surviving or transferee entity has tangible net worth at least equal to that of the Borrower as it existed as of the date of the merger, is qualified to do business in the State, is qualified as a Tax-exempt Organization and, if other than the Borrower, assumes in writing all of the obligations of the Borrower under the Documents to which the Borrower is a party; (ii) it provides the Issuer and the Lender with an opinion of Bond Counsel to the effect that such transaction will not adversely affect the tax-exempt

status of the Note; and (iii) it receives the prior written consent of the Lender, as provided hereinafter. At least 60 days before any proposed merger, transfer or consolidation would become effective, it shall deliver to the Lender a written request seeking the Lender's approval of such merger, transfer or consolidation, and shall thereafter promptly furnish to the Lender such information pertaining to the proposed merger, transfer, or consolidation as the Lender shall request. The Lender's approval under this Section shall not be unreasonably withheld, delayed or conditioned. No disposition of assets, consolidation or merger may be undertaken by the Borrower if the effect thereof would be to cause the interest payable on the Note to become subject to federal income taxation. Every surviving, resulting or transferee corporation must be bound by all of the covenants and agreements of the Borrower herein with respect to any further sale or transfer. Consent as to any one transaction may not be deemed to be a waiver of the right to require consent to future or successive transactions.

C. it will repay the Loan by making the Loan Repayments required to be made hereunder, that will be at all times sufficient to provide for the prompt payment of the principal of, interest on and any other sums and amounts due under the Note.

D. It will pay or cause to be paid all expenses of the operation and maintenance of the Facilities, including property and liability insurance on the Facilities in the amounts and with the coverage determined by the Borrower or required by Lender and the Documents, as the case may be, and pay or cause to be paid all taxes and special assessments levied upon or with respect to the Facilities, subject to permitted contests as provided in the Mortgage. To this end, it agrees to perform all of the terms and covenants of the Documents to which it is a party as fully as if the terms and covenants were set forth in full herein.

E. It will use, maintain and keep the Facilities or cause the Facilities to be used, maintained and kept, in substantially the same condition after completion at its own cost, making such repairs and replacements as are necessary in the judgment of the Borrower to assure that the Facilities will remain a "project" under the Act and that the interest on the Note will be exempt from federal income taxation.

F. Except for Permitted Encumbrances, it shall not sell, transfer, assign, mortgage, pledge, hypothecate, encumber, license or lease the Facilities, or any part thereof or interest therein, or enter into an operating contract or management contract for the Facilities; to the extent that such transaction would result in a material effect on its financial position and operations, without the consent of the Lender.

G. It will pay all Issuance Costs not paid from Proceeds from its own funds on or within 30 business days of the Closing Date upon receipt of invoices therefor.

H. Its true and correct name, state of incorporation and chief place of business are listed in the Mortgage, and it must promptly notify the Lender and the Issuer of any change in such location or state of incorporation.

I. It will pay or discharge, when due, (i) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it prior to the date on which penalties attach thereto, (ii) all

federal, state and local taxes required to be withheld by it, and (iii) all lawful claims for labor, materials and supplies that, if unpaid, would by law become a lien or charge upon any properties of the Borrower; provided, however, that the Borrower shall not be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

Section 4.03. Indemnity.

(1) The Borrower will pay all Issuance Costs, and will pay all costs, protect, indemnify and defend the Issuer, Host City, and the Lender, their assignees, participants, officers, employees and agents from and against all liabilities, losses, damages (including consequential damages), costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:

A. any injury to or death of any Person or damage to property in or upon the Facilities or growing out of or connected with the construction of the Project, or the ownership use, non-use, condition, leasing or occupancy of the Facilities or any part thereof by or claimed against Borrower;

B. any violation of any agreement or covenant of the Documents by Borrower;

C. any violation of any contract, agreement or restriction by the Borrower relating to the construction of the Project;

D. any violation by Borrower of any law, ordinance or regulation affecting the Project, Facilities, or any part thereof or the ownership, occupancy or use thereof by Borrower, or arising out of this Loan Agreement, the Note or the transactions contemplated thereby, including any requirements imposed on the Lender as a financial institution or any disclosure or registration requirements imposed by any federal or State securities law;

E. any statement of the Borrower or information provided or approved by the Borrower relating to the expenditure of the Proceeds contained in the Tax Certificate that, at the time made, is misleading, untrue or incorrect in any material respect; and any other information furnished by the Borrower to the Lender or the Issuer in connection with the transactions hereunder contemplated that is misleading, untrue or incorrect in any material respect;

F. any investigation, inquiry, or audit (whether random or targeted) commenced by the IRS, the Department of Revenue of the State, or any other State or federal government agency, relating to the Project, the Facilities, the Borrower, or the Note, any request for a closing agreement under the IRS' Tax Exempt Bonds Voluntary Closing Agreement Program (VCAP) relating to the Note, or any obligations refunded by the Note or the income tax exemption of interest payable on the Note or any obligations refunded by the Note or any other action, ruling or decision that may give rise to a Determination of Taxability; and

G. any other cause whatsoever pertaining to the issuance, sale and delivery of the Note, the acquisition and construction of the Project and the operation of the

Facilities, or any action taken in good faith by the Issuer or the Lender, their officers and employees, to carry out the transaction contemplated by this Loan Agreement.

(2) The provisions of this Section will survive payment or defeasance of the Note and termination or expiration of any other provisions of this Loan Agreement. The provisions of this Section shall not be construed to limit the indemnifications and other rights of the Issuer provided in Section 7.06 or any of the other Unassigned Rights.

(3) In the event of the settlement of any litigation commenced or threatened, such indemnity shall be limited to the aggregate amount paid under a settlement effected with the written consent of the Issuer.

(4) The Issuer and the Lender shall promptly notify the Borrower in writing of any claim or action brought against the Issuer, the Lender or any controlling person, as the case may be, in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action; provided, that the failure to give such notice will not relieve the Borrower of its obligations and liability under this Section.

(5) If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the Borrower agrees to indemnify, defend and hold the Issuer harmless from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto.

(6) This Section shall survive the termination or discharge of this Loan Agreement and payment in full of the Note.

Section 4.04. Reports to Governmental Agencies and Issuer.

(1) The Borrower will furnish to agencies of the State such periodic reports or statements as they may reasonably require throughout the term of this Loan Agreement, or, to the extent the Issuer is required to furnish such reports, will cooperate with the Issuer in furnishing all information reasonably necessary and will indemnify and reimburse the Issuer for any reasonable costs incurred.

(2) At the request of the Issuer, which request need not be written, the Borrower will provide the Issuer with the amount of the then-outstanding principal balance of the Note.

Section 4.05. Execution of Security Documents.

(1) As additional security for the Lender, and to induce the Issuer to issue and deliver the Note the Borrower agrees: (a) to execute and deliver the Mortgage to the Lender, or cause the Mortgage to be so executed and delivered, along with such other documents as are specified therein; and (b) to execute and deliver (or cause to be executed and delivered) all other Collateral Documents or other documents required by Lender, and agrees to meet all its obligations under such documents, which documents shall remain in effect until all payments required hereunder have been made.

(2) The Borrower directs the Lender to deliver the Mortgage for recording and filing, or cause the Mortgage to be so delivered, along with such other documents required by Bond

Counsel or the Lender, in such places and in such manner as Bond Counsel or the Lender deems necessary or desirable to perfect or protect the security interest of the Lender in and to the Mortgaged Property and any other collateral referred to in the Collateral Documents. The Title Company is authorized to record and file the Mortgage and such other documents requested by the Lender or its counsel, in such places and in such manner the Lender or its counsel deems necessary or desirable to perfect or protect the security interest of the Lender in and to the Mortgaged Property.

Section 4.06. [Reserved].

Section 4.07. [Reserved].

Section 4.08. [Reserved].

Section 4.09. Additional Assurances. Borrower agrees, while any portion of the Note remains unpaid, that it will make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, financing statements, control agreements, instruments, documents and other agreements as Lender or its counsel may reasonably request to evidence, secure and perfect all security interests contemplated by the Documents. So long as no Event of Default has occurred and is continuing, and so long as the further assurances are not made necessary or desirable by any action or inaction of the Borrower, the Borrower shall not be responsible for the cost of preparing or recording such further assurances. Upon any failure by the Borrower so to do after 20-days' written notice from the Lender, the Lender may make, execute and record any and all such instruments, certificates and documents for and in the name of the Borrower and the Borrower hereby irrevocably appoints the Lender its agent and attorney-in-fact of the Borrower so to do. The Borrower hereby understands, acknowledges and agrees that the Lender may prepare and file such UCC financing statements or similar instruments as may be necessary to perfect the Lender's security interest in the Mortgaged Property.

Section 4.10. Issuer's Fees and Costs.

(1) If, notwithstanding any other provisions of hereof, the Issuer incurs any expense, or suffers any losses, claims or damages, or incurs any liabilities in connection with the transaction contemplated by this Agreement, 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 in relation thereto, except for those expenses, losses, claims, damages, and liabilities that exist as a result of the gross negligence or willful misconduct of the Issuer. The Borrower shall also reimburse the Issuer for all other costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of this Agreement, the Note, and any other documents and instruments related hereto or thereto; (ii) any amendments or modifications hereto or to the Note, and any document, instrument or agreement related hereto or thereto, and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; and (iii) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the Note, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection upon the occurrence of an Event of Default, whether or not suit is filed with respect thereto.

(2) The Borrower hereby acknowledges and agrees that the Issuer shall not be liable to the Borrower, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including reasonable 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 this Agreement or the documents and transactions related hereto or contemplated hereby, including, without limitation, the exercise by the Lender of any of its rights or remedies pursuant to this Agreement, the Note or any collateral security documents. The Borrower's release of the Issuer pursuant to the preceding sentence does not extend to the Lender following the assignment of the Issuer's rights to the Lender pursuant to the Assignment Agreement.

ARTICLE 5 – THE BORROWER'S OPTIONS

Section 5.01. Prepayment of the Loan Repayments and the Note.

(1) The Borrower has, and is granted, the option to prepay the Loan, in whole or in part, on 30-days' notice to Lender (or such shorter notice period as the Lender approves) as described in this Loan Agreement and in the Note, together with the prepayment penalty as provided in the Note, if applicable.

(2) Partial prepayments of principal will be applied against remaining principal installments of the Loan Repayments due under this Loan Agreement, in inverse order of their due date and in a manner consistent with the terms of the Note. Prepayment of Loan Repayments shall extend equally and ratably to prepayments of payments due on the Note.

(3) In the event the Borrower elects to prepay the Loan in full, the Borrower is authorized and directed to give, in the name of the Issuer, due notice of prepayment of the Note as required by the Note, in accordance with the terms of this section and Section 7.01, and, if required by law, to give published notice of prepayment of the Note.

(4) The Borrower agrees to give the Issuer notice of any prepayment of the Note, and upon prepayment of any portion of the Note, inform the Issuer of the remaining outstanding balance or its satisfaction in full.

Section 5.02. Termination Upon Retirement of the Note. At such time as no principal balance on the Note remains unpaid, and arrangements satisfactory to the Lender and the Issuer have been made for the discharge of all other accrued liabilities, if any, under the Documents, this Loan Agreement will terminate, other than those provisions survival of which is specifically provided for herein.

Section 5.03. Notice of Prepayment. The Issuer authorizes the Borrower to give notice of prepayment on behalf of the Issuer as required by Section 5.01. Borrower shall provide a copy of each such notice to each of the Issuer and the Lender.

ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

Section 6.01. Events of Default. Any one or more of the following events is an Event of Default under this Loan Agreement:

A. if the Borrower fails to pay any Loan Repayment required under this Loan Agreement on or before the date that the payment is due and such payment continues unpaid for ten (10) calendar days after such due date; or

B. if the Borrower fails to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Loan Agreement or any other Document to which it is a party for a period of 30 days after written notice is given to Borrower by the Lender, specifying such Default and requesting that it be remedied, (or in the case of the Unassigned Rights only, by the Issuer) unless the Lender (or in the case of the Unassigned Rights only, the Issuer) agrees in writing to an extension of such time prior to its expiration; provided, however, that Borrower shall have such additional time to cure the Event of Default if such Event of Default is a Default that reasonably requires more than 30 days to cure so long as Borrower is diligently proceeding to cure such Event of Default and further provided that no notice is required in conjunction with Borrower's Default in its obligation to maintain insurance on the Mortgaged Property; or

C. if the Borrower becomes insolvent or generally does not pay its debts as they mature or files a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future State law, or makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, or if a petition or answer seeking a liquidation, reorganization, arrangement with creditors or similar relief under any present or future federal bankruptcy act or any similar federal or state law is 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, custodian, trustee or liquidator of the Borrower, or of all or substantially all of the assets of the Borrower, or of the Facilities, is appointed in any proceeding brought by or against the Borrower or if the Borrower consents to or acquiesces in such appointment and which such appointment is not discharged within ninety (90) days after such appointment; or

D. if any "event of default" as described in any other Document has occurred and is continuing beyond any applicable cure period, notwithstanding any other provisions of this Loan Agreement; or

E. if any representation or warranty made by the Borrower in this Loan Agreement, any other Document to which the Borrower is a party or by the Borrower in any certificate, document or instrument furnished in connection with the issuance and sale of the Note or under the terms of this Loan Agreement is untrue in any material respect; or

F. if the Borrower dissolves, suspends or discontinues doing business.

Section 6.02. Remedies. Subject to Section 6.08, whenever any Event of Default referred to in Section 6.01 has happened and is continuing, Lender shall have all rights and remedies available under the Documents or under law, including, but not limited to, any one or more of the following:

A. declare the entire principal amount of all Loan Repayments payable under this Loan Agreement for the remainder of the term of this Loan Agreement with interest accrued thereon (being an amount equal to that necessary to pay the Note in full,

assuming acceleration of the Note, and pay all other Indebtedness thereunder, including any prepayment fee) to be immediately due and payable, whereupon, without further notice, the same is immediately due and payable by the Borrower; or

B. require the Borrower to furnish copies of all books and records of the Borrower pertaining to the Facilities; or

C. take whatever action at law or in equity as may appear necessary or appropriate to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Documents; or

D. enforce any remedy contained in any of the other Documents; or

E. any combination or all of the above.

Notwithstanding the foregoing, the Issuer may, without the consent of the Lender, but with prior written notice to Lender and subject to the limitation contained in Section 6.08D, exercise the remedies set forth in paragraph C above (and any other remedies available hereunder, at law or in equity, other than the remedies in paragraphs A and D above) with respect to the Unassigned Rights.

Section 6.03. Manner of Exercise. No remedy herein conferred upon or reserved to the Lender or the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under the Documents now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power may 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. In order to entitle the Lender or the Issuer to exercise any right reserved to it in this Article, it is necessary to give only such notice as may be herein or therein expressly required, but no remedy may be exercised by the Issuer without the prior written consent of the Lender (except as otherwise expressly provided for herein and in the Assignment Agreement and except that the Issuer may exercise any remedy deemed appropriate by the Issuer to enforce any Unassigned Rights under this Loan Agreement upon prior written notice to Lender and subject to the limitation contained in Section 6.08D).

Section 6.04. Issuer's and Lender's Fees and Expenses.

(1) In the event Borrower should Default under any of the provisions of the Documents to which it is a party and the Issuer or the Lender should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance of any obligation or agreement on the part of Borrower, and/or in the event that any legal action is taken or commenced concerning the Documents, the Borrower will on demand and receipt of an accounting therefor pay to the Issuer or the Lender, respectively, the reasonable fees of such attorneys and such other reasonable and necessary expenses incurred by the Issuer or the Lender.

(2) The Borrower additionally agrees to pay any costs incurred by the Issuer as a result of the Issuer's compliance with an audit, a request for closing agreement under the IRS' Tax Exempt Bonds Voluntary Closing Agreement Program (VCAP) relating to the Note or any

obligations refunded by the Note, or any other type of inquiry, random or otherwise, by the IRS, the State Department of Revenue, the Office of the State Auditor, the Securities and Exchange Commission, or any other State or federal governmental agency with respect to the Note, any obligations refunded by the Note, the Borrower, the Facilities, or the Project.

Section 6.05. Effect of Waiver; No Effect on Liability.

(1) Subject to Section 6.08, the Lender may, in its discretion and without the consent or approval of the Issuer, waive any Event of Default hereunder (except any Event of Default arising from the Unassigned Rights) and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Lender may be deemed a waiver of any of the Lender's rights or remedies unless the Lender specifically agrees in writing that such action or inaction will constitute a waiver of its rights or remedies. Any waiver only applies to the particular instance for which it was agreed. No delay by either party in exercising and no failure by either party in exercising any right or remedy hereunder, or afforded by law, may be a waiver of or preclude the exercise of any right or remedy hereunder, or provided by law, whether on such occasion or any future occasion, nor may such delay be construed to be a waiver of any Event of Default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy may not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Nothing in this Section permits the Lender to waive an Event of Default respecting any of the Unassigned Rights without the written consent of the Issuer.

(2) Without affecting the liability of any other Person liable with respect to the Obligations and without affecting the lien or charge of the Mortgage or any other Collateral Document upon any portion of the Mortgaged Property not then or theretofore released as security for the Obligations, the Lender may from time to time and without notice (a) release any Person so liable, (b) extend the maturity or alter any of the terms of any of the Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, any parcel, portion or all of the Mortgaged Property, (e) take or release any other or additional security for the Obligations, or (f) make compositions or other arrangement with debtors in relation thereto. No sale of the Mortgaged Property in accordance with the provisions of the Collateral Documents will in any way affect the liability of any party to this Loan Agreement, or any Person liable or to become liable with respect to the Obligations. The defenses of impairment of collateral and impairment of recourse and any requirement of diligence on the Lender's part in collecting the Obligations are waived.

Section 6.06. Exercise of Remedies. Whenever any Event of Default has happened and is subsisting the Lender may, but is not obligated to, exercise any or all of the remedial rights under this Article; provided that nothing herein limits or otherwise qualifies the Issuer's enforcement and other rights under Section 6.08; beyond which the Issuer has no enforcement or remedial rights or obligations under this Article.

Section 6.07. Application of Money. Any required payments hereunder and the proceeds and avails of any remedy hereunder must be applied as follows:

(1) First, to the payment of all costs and proper expenses, liabilities incurred or advances made hereunder by the Issuer or the Lender;

- (2) Second, to the payment to the Lender of any fees due on the Note;
- (3) Third, to the payment to the Lender, on behalf of the Issuer, of all amounts then owing or unpaid for interest due on the Note;
- (4) Fourth, to the payment to the Lender, on behalf of the Issuer, of all amounts then owing or unpaid for principal due on the Note;
- (5) Fifth, to the payment to the Lender on behalf of the Issuer of any amounts to be applied towards prepayment of the principal installments of the Note, in inverse order of their due date, and in a manner consistent with the terms of the Note; and
- (6) Sixth, provided that all of the foregoing and all other amounts owing under this Loan Agreement have been paid, to the payment of any excess to the Borrower, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 6.08. Issuer's Enforcement Rights. Notwithstanding any provision herein to the contrary:

- A. only the Issuer has the right to extend the 30-day cure period under Section 6.01B relating to an Event of Default with respect to any of the Unassigned Rights only;
- B. only the Issuer has the right to waive an Event of Default with respect to any of the Unassigned Rights only, and for that purpose the provisions of Section 6.05 apply as if the Issuer were the Lender;
- C. the Issuer has the right, without the consent of the Lender, to take whatever action at law or in equity as may appear necessary or appropriate to collect Make Whole Payments then due or thereafter due, provided that in no event may the Issuer, without the consent of the Lender, exercise the other remedies in Section 6.02; and
- D. no exercise of the Issuer's enforcement rights or remedies hereunder shall interfere with or diminish Lender's enforcement rights or remedies hereunder.

ARTICLE 7 – GENERAL

Section 7.01. Notices.

(1) All notices of an Event of Default will be sufficiently given when delivered in person to an officer of the Borrower or when deposited in the United States mail by certified or registered mail, postage prepaid, addressed to an officer of the Borrower at the address indicated in this Section.

(2) The Issuer, the Borrower and the Lender, by notice as set forth in the preceding paragraph, by each to the others, may designate any other address or addresses to which notices, certificates or other communications or matters to them must be sent when required as contemplated by this Loan Agreement.

(3) Until otherwise provided by the respective parties, all notices, certificates and communications required to be sent to one or more of them, as may be applicable, must be addressed as follows:

If to the Issuer: City of Independence
Attention: Administrator
1920 County Road 90
Independence, MN 55359

With a required copy to:

Taft Stettinius & Hollister LLP
Attention: Maren Magill
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2210

If to the Borrower: North Shore Gymnastics Association
Attention: Executive Director
5555 Pioneer Creek Drive
Maple Plain, MN 55359

With a required copy to:

Fryberger, Buchanan, Smith & Frederick, P.A.
Attention: Daniel F. Burns
302 West Superior St.
Suite 700
Duluth, MN 55802

If to the Lender: Sunrise Banks, National Association
Attention: Damon Sehr
5105 South Crossing Place, Suite #1A
Sioux Falls, SD 57108

With a required copy to:

Cozen O'Connor
Attention: Christopher Ferreira
150 S. 5th Street, Unit 1200
Minneapolis, MN 55402

Section 7.02. Binding Effect. This Loan Agreement inures to the benefit of and is binding upon the Issuer and the Borrower and their respective successors and assigns. Nothing contained herein or in any related document may be deemed to render the Lender or the Issuer a partner of the Borrower for any purpose. This Loan Agreement has been executed for the sole benefit of the Borrower, the Issuer, and the Lender, and no third party is authorized to rely upon the Issuer's

or the Lender's rights hereunder or to rely upon an assumption that either the Issuer or the Lender has or will exercise its rights under this Loan Agreement or under any document referred to herein.

Section 7.03. Severability. If any term, condition or provision of this Loan Agreement or the application thereof to any Person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder hereof and the application of the term, provision and condition to Persons or circumstances other than those as to whom it is held invalid or unenforceable will not be affected thereby, and this Loan Agreement and all the terms, provisions and conditions hereof will, in all other respects, continue to be effective and be complied with to the full extent permitted by law.

Section 7.04. Entire Agreement; Amendments, Changes and Modifications.

(1) Except as otherwise provided in the Documents, subsequent to the initial issuance of the Note and before the Documents are satisfied and discharged in accordance with their terms, this Loan Agreement and the other Documents may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender.

(2) This Loan Agreement may be effectively amended, changed, modified, altered or terminated without the written consent of the Issuer as provided in the Assignment Agreement.

(3) This Loan Agreement and the other Documents represent the entire agreement between the parties concerning the subject matter hereof and thereof, and all oral discussions and prior agreements letters, proposals, contracts and understandings are merged herein and therein. Provided, if there is a conflict among any documents executed contemporaneously herewith with respect to the Obligations, the provision most favorable to the Lender will control.

(4) This Loan Agreement and the other Documents have been negotiated by the parties with full benefit of counsel and should not be construed against any party as author.

Section 7.05. Execution Counterparts. This Loan Agreement may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 7.06. Limitation on the Issuer's Liability; Payment of All Expenses.

(1) It is understood and agreed by the Borrower (a) that no covenant, provision or agreement contained in the Documents, the Note or in any other agreement, certificate or document executed or delivered in connection with the issuance of the Note, and that no obligation herein or therein imposed upon the Issuer and each of its officers, agents and employees (or any other party) or respecting the breach thereof (collectively, the "Indemnified Matters"), shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers; (b) that the Note is a special and limited revenue obligation of the Issuer, payable solely from the revenues pledged to the payment thereof pursuant to the Documents; and (c) that the Note does not now and will never be a general or moral obligation of the Issuer and does not constitute an Indebtedness of the Issuer within the meaning of any constitutional or statutory limitation and does not constitute or give rise to a pecuniary liability of the Issuer or a charge, lien or encumbrance, legal or equitable, against the Issuer's property, general credit or

taxing powers. The Borrower indemnifies the Issuer and each of its officers, agents and employees (collectively, the "Indemnified Parties") and the Borrower agrees to defend the Indemnified Parties against all expense, loss, claim, judgment, damage and any other liability respecting or arising out of the Indemnified Matters, and the Borrower will reimburse the Indemnified Parties for all legal and other expenses incurred by the Indemnified Parties in relation thereto, and this covenant to indemnify and reimburse the Indemnified Parties, together with all of the other Unassigned Rights, shall survive delivery of and payment for or defeasance of the Note and the expiration or termination of any other provisions of this Loan Agreement.

(2) The Borrower will pay to the Issuer and agrees to defend the Issuer against all liabilities, costs and other expenses (including attorneys' fees) of the Issuer allowed, incurred or paid at any time in connection with any actions, transactions or other matters contemplated by or taken pursuant (or relating in any manner whatsoever) to the Note, the Documents or any of the other documents executed in connection with the issuance of or otherwise related to the Note, or as may arise in connection with any of the foregoing. The Borrower shall also reimburse the Issuer for all other costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by the Issuer in connection with (a) the discussion, negotiation, preparation, approval, execution and delivery of the Note and the Documents and the documents and instruments related thereto; (b) any amendments or modifications to the Note or the Documents and any document, instrument or agreement related thereto, and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; and (c) the enforcement by the Issuer during the term hereof or thereafter of any of the Unassigned Rights or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto. The rights of the Issuer under this Section are supplementary to the Issuer's rights under the other Unassigned Rights and the provisions thereof must not be interpreted as a limitation of the Issuer's rights under this Section.

Section 7.07. [Reserved].

Section 7.08. Consent to Jurisdiction. At the option of the Lender, this Loan Agreement and the Note may be enforced in any federal court or State court sitting in Hennepin County, Minnesota; and the Borrower, Issuer, and Lender consent to the jurisdiction and venue of any such court and waive any argument that venue in such forums is not convenient. In the event the Borrower, Issuer, or the Lender commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Loan Agreement, any of the other parties, at such party's 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 7.09. Waiver of Jury Trial. The Borrower and the Lender each irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Loan Agreement, the Note and any other Documents or the transactions contemplated hereby or thereby.

Section 7.10. USA PATRIOT Act. Federal law requires all financial institutions to obtain, verify and record certain information to verify the identity of each Person or entity that opens an account, including deposit accounts, treasury management accounts, loan account or other extension of credit, or other financial services. The Lender will ask the Borrower for the Borrower's

name, address, taxpayer identification number and such other information as will allow the Lender to identify the Borrower. The Lender will verify and record the information and will retain and maintain the record as required by the USA PATRIOT Act and implementing regulations. Borrower warrants and represents that the information it provides to Lender for these purposes is and will be correct and accurate.

Section 7.11. Consent to Loan Participation, Assignment.

(1) Borrower agrees and consents, subject to the requirements of the Assignment Agreement, to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more participants, whether related or unrelated to Lender.

(2) Borrower agrees that Lender may provide, without any limitation whatsoever, to any participant or potential participant, any information or knowledge Lender may have about the Borrower or any other matter relating to the Loan, and Borrower waives any rights to privacy it may have with respect to such matters except those matters subject to applicable privacy laws and confidentiality agreements to which the Borrower is a party; provided, however, that the Lender shall instruct any participant or potential participant that any information given by the Lender to any such participant or potential participant that concerns the financial or other affairs of the Borrower shall be received and kept by the participant or potential participant in full confidence and will not be revealed to any other Person, firm or organization or used for any purpose whatsoever other than determining whether or not to participate in the Loan.

(3) Borrower waives (a) any and all notices of sale of participation interests; (b) all notices of any repurchase of such participation interests; (c) all rights of offset or counterclaim that it may have now or later against Lender or against any participant in the Loan arising out of the participation.

(4) Borrower acknowledges that the participant or participants in the Loan may succeed to the rights of the Lender under the terms and conditions set forth in a participation agreement between the Lender and such participant or participants and that in such circumstances the participant or participants may enforce Borrower's obligation under the Loan, such enforcement to be irrespective of the failure or insolvency of the Registered Owner or any participant in the Loan.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective names, all as of the Closing Date.

CITY OF INDEPENDENCE, MINNESOTA

Mayor

Administrator

(signature page to Loan Agreement)

THE UNDERSIGNED HAS A THOROUGH UNDERSTANDING OF THE TERMS AND CONDITIONS OF THIS LOAN AGREEMENT AND AGREES TO BE BOUND HEREBY.

NORTH SHORE GYMNASTICS ASSOCIATION

By: _____
Ryan Rohloff
Its: Executive Director

(signature page to Loan Agreement)

ACKNOWLEDGMENT OF LENDER

The undersigned authorized representative of the Lender described in the attached Loan Agreement dated the Closing Date, between the City of Independence, Minnesota, and North Shore Gymnastics Association (the "Loan Agreement") acknowledges that the Loan Agreement is the Loan Agreement being assigned to the Lender pursuant to the Assignment Agreement dated the Closing Date, between the Issuer, the Lender and the Borrower, and on behalf of the Lender, agrees to be bound by provisions relating to the Lender in the Loan Agreement.

SUNRISE BANKS, NATIONAL ASSOCIATION

By: _____

Damon Sehr

Its: Market President – South Dakota

EXHIBIT A

FORM OF ANNUAL REPORT OF OUTSTANDING NOTE AMOUNT

_____, 20__

City of Independence
Attention: Administrator
1920 County Road 90
Independence, MN 55359

Re: City of Independence, Minnesota, 501(c)(3) Facilities Revenue Note (North Shore Gymnastics Project), Series 2026

Dear _____:

The following is our report regarding the outstanding Note as of the end of the prior calendar year pursuant to Section 3.12 of the Loan Agreement:

Date of issuance: _____, 2026

Original issue amount: \$_____

Principal balance outstanding on 12/31/____ (end of previous calendar year):
\$_____

Principal payments due in calendar 20____ (current reporting year): \$_____

NORTH SHORE GYMNASTICS ASSOCIATION

By: _____

Title: _____

Name: _____

City of Independence
In-Person Early Voting Period: 18-Day vs. 46-Day Option

To: City Council
From: Amber Simon, Administrative Services Director
Meeting Date: May 19, 2026

Background:

The city has been actively training and preparing for this year’s national, state and local elections. Hennepin County recently announced several new options relating to in-person voting. This year, there is a new option available to cities in Hennepin County to reduce the required in-person early (absentee) voting period from the current 46-day window to an 18-day window. Hennepin County recently notified the City of Independence of this option and requires that the City communicate its decision to the County no later than June 3, 2026. Staff is seeking Council direction on how to proceed.

Under Minnesota Statutes §203B.081, eligible voters may vote by absentee ballot in person beginning 46 days before a scheduled election. This long window applies to all elections. During this period, voters may apply for and cast an absentee ballot in person at the county auditor's office or, where authorized, at their local municipal office. Note that for the first 28 days, absentee ballots are collected at city hall and then packaged and couriered to Hennepin County where they are run through the ballot machine. During the last 18 days, voters cast their ballots directly into the machine without having them packaged and couriered. The County administers the mail in absentee program throughout the entire voting period.

The reduction of in-person early voting presence from 46 days to 18 days would mean the City would not be required to maintain a staffed in-person early voting location for the full 46-day absentee period. Voters would still have the full 46-day window to request and cast ballots by mail or vote in person at Hennepin County auditor’s office; only the in-person early voting window at the city hall would be shortened to 18 days before the election.

NOTE:

Reducing to the 18-day period does NOT eliminate absentee voting. Voters may still request and receive absentee ballots by mail beginning 46 days before the election. Only the in-person early voting window at a city facility would be affected. Mail-in absentee ballots remain available for the full 46-day period regardless of the City's decision.

Under Minn. Stat. §203B.085, cities authorized to administer in-person absentee voting are not simply open during normal business hours, they are also required to maintain extended and weekend hours at specific points in the election calendar. These required hours apply regardless of which period the City operates under.

The following hours are mandated by state statute and are not optional:

- Regular business hours — all 46 days (or 18 days) the City's location is open, Monday through Friday during normal City Hall hours.
- Second-to-last Saturday before Election Day — open 9:00 a.m. to 3:00 p.m.
- Last Sunday before Election Day — open 9:00 a.m. to 3:00 p.m.
- Tuesday before Election Day — open until 7:00 p.m.
- Last Saturday before Election Day — open 9:00 a.m. to 3:00 p.m.
- Day before Election Day — open until 5:00 p.m.

KEY CLARIFICATION ON REQUIRED HOURS

It is important to note that the mandatory weekend and extended hours described above apply during whichever period the City operates — 46 days or 18 days. The Saturday and pre-election day requirements fall within the final 18 days before the election in all cases, meaning the City would be required to maintain those hours under either option. The primary operational relief from reducing to 18 days is the elimination of approximately 28 days of regular weekday business-hour staffing from the front end of the early voting period and not the elimination of the mandatory special-hour days.

Another factor to consider is that reducing to the 18-day period at City Hall does not eliminate in-person early voting access for Independence residents during the full 46-day window. Under Minnesota law, the Hennepin County Government Center in Minneapolis operates as an in-person absentee voting location for all Hennepin County voters for the full 46-day period, regardless of what individual cities decide.

Staffing an in-person early voting location for 46 days represents a significant commitment of staff time. The mandatory Saturday and pre-election extended hours fall within the final 18 days in all cases the primary relief from the 18-day option is the elimination of approximately 28 days of regular weekday staffing from the front end of the period. Reduced days of operation translates directly to savings in staff time and associated operating costs without any reduction in the mandatory special-hour days, which occur regardless of which period is selected. Staff has observed that in-person early voter turnout is very low during the first four weeks of the 46-day window, with most in-person early voters appearing in the 2 weeks immediately before the election. Concentrating resources on those 18 days better matches actual voter behavior. A defined, shorter window allows staff to plan more effectively for voter flow, staffing coverage, and equipment.

Any change must be clearly communicated to voters well in advance, so they are fully informed of where and when they can vote. The City would need to ensure its newsletter, elections webpage, social media, and voter notices are updated to reflect the change and direct early voters to the county during the front-end period.

Based on the City’s direct experience administering in-person early voting in Independence, in-person voter activity during the first four weeks of the 46-day window is extremely limited and typically only accommodates a handful of voters. The 2-3 weeks prior to the election will see the vast majority of in-person early voters. Maintaining a staffed early voting location for 46 days requires meaningful commitment of staff time and City resources for a period during which local voter utilization is minimal.

City Council Action:

Option A — Reduce to 18-day in-person early voting period: Direct staff to notify Hennepin County prior to June 3, 2026, that the City of Independence will adopt the 18-day in-person early voting period.

Option B — Retain the current 46-day in-person early voting period: Direct staff to notify Hennepin County that the City will maintain the current 46-day in-person early voting period (no change from status quo).



PROCLAMATION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

Proclamation

WHEREAS, First Presbyterian Church of Maple Plain's Good Works Philanthropy Group performed volunteer activities in the City of Independence; and

WHEREAS, Presbyterian Church of Maple Plain's Good Works Philanthropy Group worked in the City of Independence on May 2, 2026; and

WHEREAS, Presbyterian Church of Maple Plain's Good Works Philanthropy Group helped with the Community Clean Up Day by providing volunteer help to unload vehicles and prepare and provide food in Independence; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, in recognition of the services provided, the City Council of the City of Independence hereby commends and thanks Presbyterian Church of Maple Plain's Good Works Philanthropy Group for their volunteer service to make the City of Independence a better city.

PROCLAIMED ON THIS THE 19th DAY OF MAY 2026.

Brad Spencer, Mayor