

1. Agenda Document

Documents:

0. 2-11-26 EDA AGENDA.PDF
2A. CONSIDERATION OF ANNUAL BUSINESS MEETING.PDF
4A. CONSIDERATION OF PAYMENT OF BILLS.PDF
4B. 9-10-25 EDA WORKSHOP MINUTES.DRAFT.PDF
4C. 1-14-26 EDA WORKSHOP MINUTES.DRAFT.PDF
4D. 1-14-26 EDA REG MTG MINUTES.DRAFT.PDF
5A. PUBLIC HEARING - BUSINESS SUBSIDY_GMEF_SPERR PROP_LANDL
HOMESTYLE.PDF
6A. BUSINESS SUBSIDY_GMEF_RENEWED PILATES.PDF
7A. ECONOMIC DEV MGR REPORT.PDF

1.1. EDA Agenda Document

Documents:

AMENDED 6A. (EXH G) RENEWED PILATES PROPOSED LEASE
AGMT.PDF

AGENDA
REGULAR MEETING - ECONOMIC DEVELOPMENT AUTHORITY (EDA)
Wednesday, February 11, 2026 – 6:00 p.m.
Mississippi Room, Monticello Community Center

ECONOMIC DEVELOPMENT AUTHORITY WORKSHOP Monticello Community Center	
4:45 p.m.	Industrial Development in Otter Creek Business Park (OCBP)
5:00 p.m.	7 th Street and Cedar Fair Inquiries

Commissioners: President Steve Johnson, Vice President Jon Morpew, Treasurer Hali Sittig, Rick Barger, Clint Berglof, Councilmember Tracy Hinz and Mayor Lloyd Hilgart
Staff: Executive Director Jim Thares, Rachel Leonard, Angela Schumann, Tyler Bevier

1. General Business

- A. Call to Order
- B. Roll Call 6:00 p.m.
- C. Consideration of Additional Agenda Items

2. Annual Business Meeting

- A. Consideration of electing EDA officers
- B. Consideration of reviewing EDA Bylaws
- C. Consideration of reviewing EDA Enabling Resolution
- D. Consideration of EDA Financial Statements and Fund Balance Information

3. Approval of Agenda

Approval of Agenda – EDA members or the Executive Director may add items to the agenda for discussion purposes or approval. The EDA may or may not take official action on items added to the agenda

4. Consent Agenda

- A. Consideration of Payment of Bills
- B. Consideration of Approving September 10, 2025 Workshop Minutes
- C. Consideration of Approving January 14, 2026 Workshop Minutes
- D. Consideration of Approving January 14, 2026 Meeting Minutes

5. Public Hearing

- A. Consideration of a Greater Monticello Enterprise Fund (GMEF) Loan application for Sperr Properties, LLC for an amount of \$65,000

6. Regular Agenda

- A. Consideration of Greater Monticello Enterprise Fund (GMEF) Loan application for Renewed Pilates LLC, in the amount of \$28,500

7. Other Business

- A. Consideration of Economic Development Manager's Report

8. Adjournment

2A. EDA Annual Business Meeting

<p>Prepared by: Community & Economic Development Coordinator</p>	<p>Meeting Date: 2/11/2026</p>	<p><input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item</p>
<p>Reviewed by: N/A</p>	<p>Approved by: Economic Development Manager</p>	

ALTERNATIVE ACTIONS A:

1. Motion to elect 2026 officers: _____ as President, _____ as Vice President, and _____ as Treasurer.
2. Motion to table election of 2026 EDA Officers.

ALTERNATIVE ACTIONS B:

1. Motion to direct staff to prepare draft amendments to the EDA Enabling Resolution or Bylaws as follows: (amendments to the Enabling Resolution require a public hearing) as determined by the EDA.
2. Motion of other.

REFERENCE AND BACKGROUND:

The EDA is required to hold an Annual Meeting each year to elect officers, make appointments as needed and consider Bylaw changes. The EDA’s enabling resolution and Bylaws are attached for review. The EDA attorney recently reviewed both documents and indicated that they are compliant with state statutes and no changes are necessary from a legal compliance standpoint. Staff are happy to answer any questions or requested clarifications on both of the organizational documents as needed.

Offices which need to be filled for 2026 include the President, Vice President and Treasurer. Staff can serve as the EDA Secretary for recording meeting minutes. It should be noted that City Council EDA members may also serve as officers.

Also attached for review and discussion are the 2025 Year End financial reports of the EDA Fund(s).

- I. **Staff Impact:** There is minimal staff time involved in preparing the staff report for consideration of the Annual Business Meeting.
- II. **Budget Impact:** No expected budget impact from the Annual Business Meeting.

STAFF RECOMMENDATION:

Staff defer to the EDA for appointment of officers (Alternative Action A). As related to Alternative Actions B1 and/or B2, currently, staff do not have any recommended amendments to the Enabling Resolution or Bylaws, though staff will defer to the EDA regarding any concerns and/or preferences in this realm. Again staff may be able to answer questions at the meeting or possibly further consult with the EDA attorney as needed to further research and/or address any questions or suggested changes. If the EDA does not feel that any changes are needed in the organizational documents, then Alternative B2 would be appropriate with a direction of “no change to the organizational documents”.

SUPPORTING DATA:

- A. EDA Bylaws
- B. EDA Enabling Resolution
- C. EDA 2025 Year End Financial Reports

BYLAWS OF THE
ECONOMIC DEVELOPMENT AUTHORITY

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the “City of Monticello Economic Development Authority.”

Section 2. Office of Authority. The office of the Authority shall be at the City Hall in the City of Monticello, State of Minnesota, but the Authority may hold its meetings at such other place or places as it may designate by resolution.

Section 3. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 4. Establishment. The City of Monticello Economic Development Authority is established pursuant to Minnesota Statutes, Section 469.090 to 469.1081, as amended.

ARTICLE II - THE COMMISSIONERS

Section 1. Appointment, Terms, Vacancies, Pay, and Removal. Shall be in accordance with the Amended and Restated Resolution Enabling the Creation of the City of Monticello Economic Development Authority dated October 22, 2007 and as it may be amended (the “Enabling Resolution”) and Section 2-3-1 of Ordinance Amendment No. 172, Chapter 3, City of Monticello, Wright County, Minnesota.

ARTICLE III - THE OFFICERS

Section 1. Officers. The Authority shall elect a president, a vice president, a treasurer, a secretary, and an assistant treasurer at the annual meeting. A commissioner must not serve as president and vice president at the same time. The other offices may be held by the same commissioner. The offices of secretary and assistant treasurer need not be held by a commissioner.

Section 2. President. The President shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Board of Commissioners, the President and the Executive Director (the Assistant Treasurer, in the Executive Director’s absence or incapacity) shall sign all contracts, deeds, and other instruments made or executed by the Authority, except that all checks of the Authority shall be signed by the Treasurer and Assistant Treasurer. At each meeting the President shall submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the Authority.

Section 3. Vice President. The Vice President shall perform the duties of the President in the absence or incapacity of the President, including signing all contracts, deeds, and other instruments executed by the Authority; and in the case of the resignation or death of the

President, the Vice President shall perform such duties as are imposed on the President until such time as the Board shall select a new President.

Section 4. Secretary. The Secretary shall keep minutes of all meetings of the Board and shall maintain all records of the Authority. The office of Secretary may be held by the Executive Director upon approval thereof by the Authority.

Section 5. Treasurer's Duties. The treasurer:

- (1) shall receive and is responsible for Authority money;
- (2) is responsible for the acts of the assistant treasurer;
- (3) shall disburse Authority money by any Authority-approved method, including without limitation check, wire transfer, or credit card;
- (4) shall keep an account of the source of all receipts and the nature, purpose, and authority of all disbursements;
- (5) shall file the Authority's detailed financial statement with its secretary at least once a year at times set by the Authority; and
- (6) shall prepare and submit an annual report describing the Authority's activities and providing an accurate statement of its financial condition to the City of Monticello by no later than one month following the annual meeting of the Authority.

Section 6. Assistant Treasurer. The assistant treasurer has the powers and duties of the treasurer if the treasurer is absent or incapacitated.

Section 7. Public Money. Authority money is public money.

ARTICLE IV - EXECUTIVE DIRECTOR

The City Administrator, or any other person designated in writing by the City Administrator and approved by a majority of the EDA commissioners, shall be designated as Executive Director of the EDA.

Section 1. Duties. The Executive Director shall have general supervision over the administration of the Authority's business and affairs subject to the direction of the Authority. The Executive Director in his or her own name and title shall keep the records of the Authority, shall act as recorder of the meetings of the Authority and record all votes, and shall keep record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. The Executive Director shall, with the President, sign all contracts, deeds, and other instruments executed by the Authority, and shall keep in sole custody the seal of the Authority and shall have power to affix such seal to all contracts and

instruments authorized to be executed by the Authority.

Any person appointed to fill the office of Executive Director, or any vacancy herein, shall have such terms as the Authority fixes, but no commissioner of the Authority shall be eligible to serve as the Executive Director.

ARTICLE V - MEETINGS

Section 1. Regular Meetings. Regular meetings shall be held on the 2nd and 4th Wednesdays of each month.

Section 2. Annual Meeting. The annual meeting of the Authority shall be held in conjunction with the regular February meeting at the regular meeting place of the Authority. The August regular meeting shall include final fund balances reviewed at the Annual Meeting.

Section 3. Special Meetings. Special meetings of the Authority may be called by the President, two members of the Authority, or the Executive Director for the purpose of transacting any business designated in the call. All commissioners of the Authority shall be notified.

Section 4. Quorum. At any meeting of the Authority, the presence of four commissioners shall constitute a quorum. If a quorum is not present at any meeting, those present shall have power to adjourn the meeting from time to time without notice other than announcement at such meeting until the requisite number of votes shall be present to constitute a quorum. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Any resolution, election, or other formal action of the Authority shall be adopted upon the affirmative vote of a majority of the Authority membership.

Section 5. Rules of Procedure. Unless otherwise specified in the Enabling Resolution or in these bylaws, all meetings of the Authority shall be conducted in accordance with Roberts' Rules of Order revised.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be voice unless the President calls for a roll call vote. The yeas and nays shall be entered upon the minutes of such meetings.

ARTICLE VI - EMPLOYEES; SERVICES; SUPPLIES

Section 1. Employees. Subject to limits set by the appropriations or other funds made available, the Authority may employ such staff, technicians, and experts as may be deemed proper and may incur such other expenses as may be necessary and proper for the conduct of its affairs.

Section 2. Contract for Services. The Authority may contract for services of consultants, agents, public accountants, and other persons needed to perform its duties and exercise its powers.

hire a general counsel for its legal needs. The city attorney or general counsel, as determined by the Authority, is its chief legal advisor.

Section 4. Supplies. The Authority may purchase the supplies and materials it needs to carry out its function pursuant to Minnesota Statutes, Sections 469.090 to 469.1081.

Section 5. City Purchasing. The Authority may use the facilities of its city's purchasing department in connection with construction work and to purchase equipment, supplies, or materials.

Section 6. City Facilities, Services. The City may furnish offices, structures and space, and stenographic, clerical, engineering, or other assistance to the Authority.

Section 7. Delegation Power. The Authority may delegate to one or more of its agents or employees powers or duties as it may deem proper.

ARTICLE VII - POWERS

Section 1. Functions, Powers, and Duties. Shall be in accordance with the Enabling Resolution.

Section 2. Limitations of Power. Shall be in accordance with the Enabling Resolution.

ARTICLE VIII - AMENDMENTS

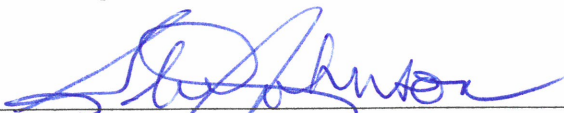
Section 1. Amendment to Bylaws. The bylaws of the Authority shall be amended by a majority vote of the Authority membership at a regular or special meeting. The amendments must be in written form.

Section 2. Conflicts. In any instance where these bylaws are in conflict with the Enabling Resolution, the Enabling Resolution shall control.

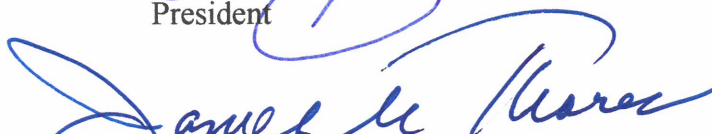
Section 3. Effective Date. These bylaws are effective upon their adoption by the Authority.

Dated: August 14, 2019.

Signed:



President



Executive Director

(Seal)

**CITY OF MONTICELLO
WRIGHT COUNTY, MINNESOTA
RESOLUTION NO. 2013-010**

**AMENDED AND RESTATED RESOLUTION ENABLING THE CREATION OF THE
CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY**

BE IT RESOLVED by the City Council of the City of Monticello, Minnesota (“City”) as follows:

Section 1. Background and Findings

1.01. The City is authorized by Minnesota Statutes, Sections 469.090 to 469.1081 (the “EDA Act”) to establish an economic development authority to coordinate and administer economic development and redevelopment plans and programs for the City.

1.02. By Ordinance No. 172, approved April 10, 1989 and codified in the City Code as Title II, Chapter 3 (the “Enabling Ordinance”), the City established the City of Monticello Economic Development Authority (“EDA”), for the purpose of coordinating and administering economic development activities in and for the City.

1.03. By resolutions approved on October 22, 2007 and January 14, 2008, the City transferred to the EDA the control, authority and operation of all projects administered by the Housing and Redevelopment Authority in and for the City of Monticello and adopted an Amended and Restated Enabling Resolution (the “Enabling Resolution”), which superceded the Enabling Ordinance in all respects.

1.04. The City Council further amended the Enabling Resolution after a duly noticed public hearing on February 27, 2012.

1.05. The City Council has now determined to revise and clarify certain provisions of the Enabling Resolution by the adoption of this resolution.

1.06. The City Council has, in accordance with Minnesota Statutes Section 469.093, provided public notice and conducted a public hearing on the date hereof, at which all persons wishing to be heard were given an opportunity to express their views, concerning the proposed modifications to the Enabling Resolution.

1.07. This resolution constitutes an amendment and restatement of the Enabling Resolution of February 27, 2012, and supercedes such Enabling Resolution in all respects.

Section 2. Enabling Authority.

2.01. The EDA was established pursuant to the EDA Act under the Enabling Ordinance as adopted April 10, 1989 and codified as Title II, Chapter 3 of the City Code, as amended and restated by this resolution.

2.02. The EDA shall be composed of 7 commissioners to be appointed by the Mayor and confirmed by the City Council.

2.03. Two of the commissioners shall be members of the City Council. The terms of office of the two members of the City Council shall coincide with their terms of office as members of the City Council. The remaining five (5) commissioners shall be initially appointed for terms of one, two, three, four, and five years respectively. Thereafter, all non-Council commissioners shall be appointed for six-year terms.

2.04. A vacancy is created in the membership of the EDA when a City Council member of the board of commissioners ends Council membership, when any commissioner ends EDA membership prior to expiration of his or her term of office, on the day following the expiration of a commissioner's term of office, or when a commissioner is removed by the City Council subject to the terms of Section 2.07 hereof. A vacancy for this or any other reason must be filled for a new term or the balance of the unexpired term, as applicable, in the manner in which the original appointment was made.

2.05. All of the commissioners who are not members of the City Council must be either residents of the City, business-owners in the City, or property-owners in the City.

2.06. All commissioners shall serve at the pleasure of the City Council, subject to the terms of Section 2.07 hereof. Vacancies shall be filled by appointment by the Mayor with the confirmation of the City Council.

2.07. A commissioner may be removed by the City Council for inefficiency, neglect of duty, or misconduct in office. A commissioner shall be removed only after a hearing. A copy of the charges must be given to the commissioner at least 10 days before the hearing. The commissioner must be given an opportunity to be heard in person or by the counsel at the hearing. When written charges have been submitted against the commissioner, the City Council may temporarily suspend the commissioner. If the City Council finds that those charges have not been substantiated, the commissioner shall be immediately reinstated. If a commissioner is removed, a record of the proceedings together with the charges and findings shall be filed in the office of the City Administrator.

2.08. The City Council shall make available to the EDA such appropriations as it deems fit for salaries, fees, and expenses necessary in the conduct of its work. The EDA shall have authority to expend all budgeted sums so appropriated and recommend the expenditures of other sums made available for its use from grants, gifts, and other sources for the purposes and activities authorized by this resolution.

Section 3. Officers and Meetings.

3.01. The EDA shall elect a president, vice president, treasurer, assistant treasurer, and secretary annually. A commissioner must not serve as president and vice president at the same time. The other offices may be held by the same commissioner. The other offices of the secretary

and assistant treasurer need not be held by a commissioner.

3.02. The EDA shall adopt rules and procedures not inconsistent with the provisions of this Enabling Resolution or as provided in Minnesota Statutes, Section 469.096, and as may be necessary for the proper execution and conduct of its business. The EDA shall adopt bylaws and rules to govern its procedures and for the transaction of its business and shall keep a record of attendance at its meetings and/or resolutions, transactions, findings, and determinations showing the vote of each commissioner on each question requiring a vote, or if absent or abstaining from voting, indicating such fact. The records of the EDA shall be a public record, except for those items classified by law as nonpublic data.

3.03. The EDA shall meet at least quarterly. Special meetings may be called by the president as needed.

3.04. All administrative procedures, including contract for services, purchases of supplies, and financial transactions and duties shall be outlined in the bylaws of the EDA.

Section 4. Staff.

4.01. The City Administrator, or any other person designated in writing by the City Administrator and approved by a majority of the EDA commissioners, shall be designated as Executive Director of the EDA.

4.02. Subject to limits set by the appropriations or other funds made available, the EDA may employ such staff, technicians, and experts as may be deemed proper, and may incur such other expenses as may be necessary and proper for the conduct of its affairs.

Section 5. Functions, Powers, and Duties.

5.01. Except as specifically limited by the provisions of Section 6 of this Enabling Resolution, the EDA shall have the authority granted it pursuant to the EDA Act.

5.02. The EDA shall manage the Greater Monticello Enterprise Fund (the "Fund") the purpose of which is to encourage economic development by making loans to private businesses. The EDA shall make loans to eligible businesses, and such loan(s) shall serve a public purpose as defined in the Greater Monticello Enterprise Fund Guidelines (Fund Guidelines). The Fund Guidelines are hereby adopted by reference and included in the bylaws of the EDA. No changes to the fund Guidelines shall be made without approval of the City Council.

5.03. The EDA may be a limited partner in a partnership whose purpose is consistent with the EDA's purpose.

5.04. The EDA may issue general obligation bonds and revenue bonds when authorized by the City Council and pledge as security for the bonds the full faith, credit, and resources of the City or such revenues as may be generated by projects undertaken by the EDA.

5.05. The EDA may cooperate with or act as agent for the federal or state government or a state public body, or an agency or instrumentality of a government or other public body to carry out the powers granted it by the EDA Act or any other related federal, state, or local law in the area of economic development district improvement.

5.06. The EDA may annually develop and present an economic development strategy and present it to the City Council for consideration and approval.

5.07. The EDA may join an official, industrial, commercial, or trade association or other organization concerned with such purposes, hold reception of officials who may contribute to advancing the City and its economic development, and carry out other appropriate public relations activities to promote the city and its economic development.

5.08. The EDA may perform such other duties which may be lawfully assigned to it by the City.

All city employees shall, upon request and within a reasonable time, furnish the EDA or its employees or agents such available records or information as may be required in its work. The EDA or its employees or agents may, in the performance of official duties, enter upon lands and make examinations or surveys in the same manner as other authorized City agents or employees and shall have such other powers as are required for the performance of official functions in carrying out the purposes of this resolution.

Section 6. Limitations of Power.

6.01. The following limits apply to the EDA and its operation:

(a) The sale of bonds or other obligations of the EDA must be approved by the City Council.

(b) The EDA must follow the budget process for City departments in accordance with City policies, ordinances, and resolutions and the City charter.

(c) Development and redevelopment actions of the EDA must be in conformity to the City comprehensive plan and official controls implementing the comprehensive plan.

(d) The EDA must submit its plans for development and redevelopment to the City Council for approval in accordance with City planning procedures and laws.

(e) Except when previously pledged by the EDA, the City Council may, by resolution, require the EDA to transfer any portion of the reserves generated by activities of the EDA that the City Council determines are not necessary for the successful operation of the EDA to the debt service funds of the city to be used solely to reduce tax levies for bonded indebtedness of the City.

(f) The administrative structure and management practices and policies of the

EDA must be approved by the City Council.

(g) The EDA shall submit all planned activities for influencing the action of any other governmental agency, subdivision, or body to the City Council for approval.

6.02. The EDA may exercise all the powers under the EDA Act, including, but not limited to, the following:

(a) all powers under the HRA Act.

(b) all powers of a city under Minnesota Statutes, Section 469.124 to 469.134.

(c) all powers and duties of a redevelopment agency under Minnesota Statutes, Sections 469.152 to 469.165 for a purpose in the HRA Act or the EDA Act, and all powers and duties in the HRA Act and the EDA Act for a purpose in Minnesota Statutes, Sections 469.152 to 469.165.

(d) the authority to acquire property, exercise the right of eminent domain; make contracts for the purpose of redevelopment and economic development; serve as a limited partner in a partnership whose purpose is consistent with the EDA's purpose; buy supplies and materials needed to carry out development within the EDA Act; and operate and maintain public parking facilities.

(e) the authority to issue bonds in accordance with the EDA Act and the HRA Act.

(f) the authority to levy special benefit taxes in accordance with Section 469.033, subdivision 6 of the HRA Act in order to pay or finance public redevelopment costs (as defined in the HRA Act), subject to approval by the City Council in accordance with Section 469.033, subdivision 6.

(g) all powers under Minnesota Statutes, Sections 469.474 to 469.179.

6.03. As provided in the EDA Act, it is the intention of the City Council that nothing in this resolution nor any activities of the EDA are to be construed to impair the obligations of the City or HRA under any of their contracts or to affect in any detrimental manner the rights and privileges of a holder of a bond or other obligation heretofore issued by the City, the EDA or the HRA.

Section 7. Implementation.

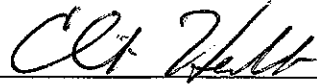
7.01. The City Council will from time to time and at the appropriate time adopt such ordinances and resolutions as are required and permitted by the EDA Act to give full effect to this resolution.

7.02. The Mayor, the City Administrator, and other appropriate City officials are authorized and directed to take the actions and execute and deliver the documents necessary to give full effect to this resolution.

7.03. Nothing in this resolution is intended to prevent the City from modifying this Enabling Resolution to impose new or different limitations on the EDA as authorized by the EDA Act.

ADOPTED BY the City Council of the City of Monticello on this 25th day of March, 2013.

CITY OF MONTICELLO



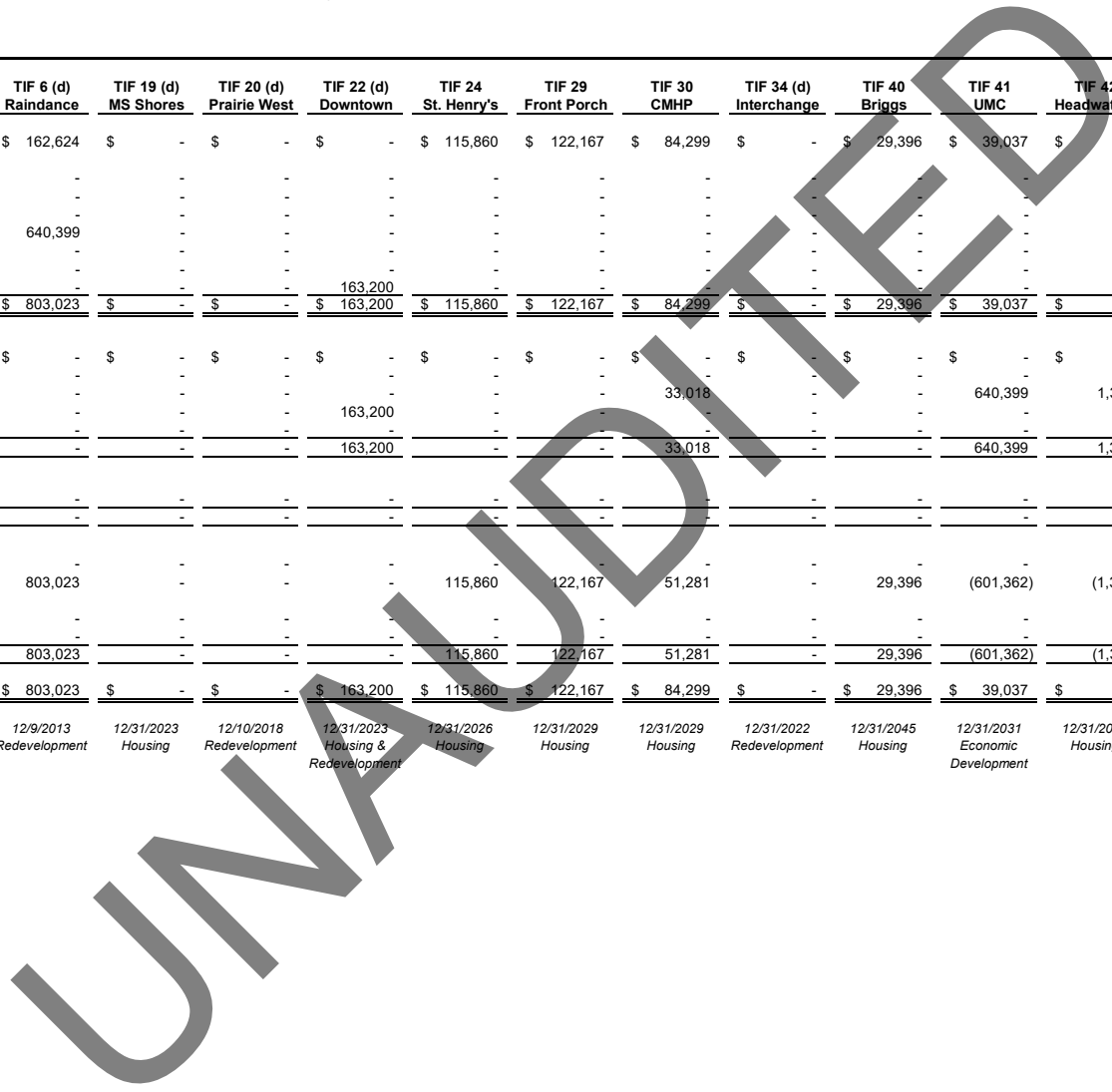
Clint Herbst, Mayor

ATTEST:


Jeff O'Neill, City Administrator

Schedule of Assets, Liabilities, Deferred Inflows of Resources and Fund Balances
Discretely Presented Component Unit - Economic Development Authority
December 31, 2025

	EDA General	GMEF	TIF Future	TIF 6 (d) Raindance	TIF 19 (d) MS Shores	TIF 20 (d) Prairie West	TIF 22 (d) Downtown	TIF 24 St. Henry's	TIF 29 Front Porch	TIF 30 CMHP	TIF 34 (d) Interchange	TIF 40 Briggs	TIF 41 UMC	TIF 42 Headwaters	TIF 43 Headwaters	TIF 45 Block 52	TIF 46 WiHa	GAAP Reconciliation	Total EDA	Total SCDP
ASSETS																				
Cash and investments	\$ 2,066,042	\$ 846,171	\$ -	\$ 162,624	\$ -	\$ -	\$ -	\$ 115,860	\$ 122,167	\$ 84,299	\$ -	\$ 29,396	\$ 39,037	\$ -	\$ -	\$ -	\$ 2,313	\$ -	\$ 3,467,908	\$ 911,109
Receivables																				
Unremitted taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Delinquent taxes	3,465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,465	-
Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intrafund receivable	131,091	-	-	640,399	-	-	-	-	-	-	-	-	-	-	-	-	-	(771,490)	-	-
Prepaid items	4,839	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,839	-
Notes receivable	-	386,448	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	386,448	74,980
Land held for resale	2,759,929	-	-	-	-	-	163,200	-	-	-	-	-	-	-	-	-	-	-	2,923,129	-
Total assets	<u>\$ 4,965,366</u>	<u>\$ 1,232,619</u>	<u>\$ -</u>	<u>\$ 803,023</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 163,200</u>	<u>\$ 115,860</u>	<u>\$ 122,167</u>	<u>\$ 84,299</u>	<u>\$ -</u>	<u>\$ 29,396</u>	<u>\$ 39,037</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,313</u>	<u>\$ (771,490)</u>	<u>\$ 6,785,789</u>	<u>\$ 986,089</u>
LIABILITIES																				
Accounts and contracts payable	\$ 35,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,560	\$ -
Due to other governmental units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intrafund payable	-	-	94,835	-	-	-	-	-	-	33,018	-	-	640,399	1,381	1,381	476	-	(771,490)	-	-
Unearned revenue	-	-	-	-	-	-	163,200	-	-	-	-	-	-	-	-	-	-	(163,200)	-	-
Escrow deposits	37,642	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37,642	-
Total liabilities	<u>73,202</u>	<u>-</u>	<u>94,835</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>163,200</u>	<u>-</u>	<u>-</u>	<u>33,018</u>	<u>-</u>	<u>-</u>	<u>640,399</u>	<u>1,381</u>	<u>1,381</u>	<u>476</u>	<u>-</u>	<u>(934,690)</u>	<u>73,202</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES																				
Unavailable revenue - property taxes	3,465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,465	-
Total deferred inflows of resources	<u>3,465</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,465</u>	<u>-</u>
FUND BALANCES																				
Nonspendable	4,839	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,839	-
Restricted	147,095	1,232,619	-	803,023	-	-	-	115,860	122,167	51,281	-	29,396	(601,362)	(1,381)	(1,381)	(476)	2,313	163,200	2,062,353	986,089
Assigned																				
Economic Development	4,654,378	-	(94,835)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,559,543	-
Façade Grant	82,385	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82,385	-
Total fund balance	<u>4,888,697</u>	<u>1,232,619</u>	<u>(94,835)</u>	<u>803,023</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>115,860</u>	<u>122,167</u>	<u>51,281</u>	<u>-</u>	<u>29,396</u>	<u>(601,362)</u>	<u>(1,381)</u>	<u>(1,381)</u>	<u>(476)</u>	<u>2,313</u>	<u>163,200</u>	<u>6,709,120</u>	<u>986,089</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 4,965,364</u>	<u>\$ 1,232,619</u>	<u>\$ -</u>	<u>\$ 803,023</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 163,200</u>	<u>\$ 115,860</u>	<u>\$ 122,167</u>	<u>\$ 84,299</u>	<u>\$ -</u>	<u>\$ 29,396</u>	<u>\$ 39,037</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,313</u>	<u>\$ (771,490)</u>	<u>\$ 6,785,787</u>	<u>\$ 986,089</u>
<i>Required or Actual Decertification Date</i>				12/9/2013	12/31/2023	12/10/2018	12/31/2023	12/31/2026	12/31/2029	12/31/2029	12/31/2022	12/31/2045	12/31/2031	12/31/2050	12/31/2050	12/31/2050	12/31/2032			
<i>TIF District Type</i>				Redevelopment	Housing	Redevelopment	Housing & Redevelopment	Housing	Housing	Housing	Redevelopment	Housing	Economic Development	Housing	Housing	Redevelopment	Economic Development			
(d) = decertified																				



Accounts Payable

Transactions by Account

User: julie.cheney@monticellomn.gov
 Printed: 01/08/2026 - 11:56AM
 Batch: 00204.01.2026



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
213-46301-430400	CAMPBELL KNUTSON PA	2025 - KIDS HAVEN DAYCARE PU	12/31/2025	0	297.50	
		Vendor Subtotal:			297.50	
213-46301-430400	KUTAK ROCK LLP	2025 FACADE LOAN SPERR PROP	12/31/2025	131080	1,136.00	
213-46301-430400	KUTAK ROCK LLP	2025 FACADE LOAN LIQ LOUNGE	12/31/2025	131080	1,107.00	
213-46301-430400	KUTAK ROCK LLP	2025 - SAHA HOUSING FUNDING I	12/31/2025	131080	552.00	
213-46301-430400	KUTAK ROCK LLP	2025 - TIF DIST 1-42 AND 1-43 AMI	12/31/2025	131080	1,900.00	
		Vendor Subtotal:			4,695.00	
		Subtotal for Fund: 213			4,992.50	
		Report Total:			4,992.50	

Accounts Payable

Transactions by Account

User: julie.cheney@monticellomn.gov
 Printed: 02/02/2026 - 3:42PM
 Batch: 00207.01.2026



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
213-41911-431990	PREFERRED TITLE INC	TITLE SEARCH - JEFFERSON COM	01/27/2026	131144	755.00	
		Vendor Subtotal:			755.00	
213-46301-430400	CAMPBELL KNUTSON PA	2025 - EASEMENT AND PA FOR D/	12/31/2025	0	420.00	
		Vendor Subtotal:			420.00	
213-46301-431993	GROMBERG & ASSOCIATES LLC	2025 - VARIOUS DEV PROJECTS - 1	12/31/2025	131123	450.00	
		Vendor Subtotal:			450.00	
213-46301-443300	INITIATIVE FOUNDATION	INIT FOUND CY 2026 COMMUN D	01/27/2026	131129	2,390.00	
		Vendor Subtotal:			2,390.00	
		Subtotal for Fund: 213			4,015.00	
		Report Total:			4,015.00	

Accounts Payable

Transactions by Account

User: julie.cheney@monticellomn.gov
 Printed: 01/22/2026 - 8:54AM
 Batch: 00202.01.2026



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
213-46301-438200	CITY OF MONTICELLO	216 Pine St (EDA - old Finders Keepe	12/31/2025	0	53.82	
213-46301-438200	CITY OF MONTICELLO	130 Broadway E. (EDA strmwtr - forn	12/31/2025	0	31.50	
		Vendor Subtotal:			85.32	
213-46301-443990	US BANK CORPORATE PMT SYS	EDAM - Holiday Party Registration (J	12/31/2025	0	40.00	
213-46301-443990	US BANK CORPORATE PMT SYS	PIZZA RANCH - Food Special Mtg -	12/31/2025	0	32.55	
		Vendor Subtotal:			72.55	
		Subtotal for Fund: 213			157.87	
		Report Total:			157.87	

Accounts Payable

Transactions by Account

User: julie.cheney@monticellomn.gov
Printed: 02/02/2026 - 3:43PM
Batch: 00208.01.2026



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
213-46301-431991	DEMVI LLC	Parking Lot Maintenance - Jan 2026	01/31/2026	0	213.86	
		Vendor Subtotal:			213.86	
213-46301-438100	CENTERPOINT ENERGY	12045691-8 - 216 Pine St	01/31/2026	0	269.99	
		Vendor Subtotal:			269.99	
213-46301-438100	XCEL ENERGY	101 E 3rd St (216 Pine St) - formerly I	01/31/2026	0	42.96	
		Vendor Subtotal:			42.96	
		Subtotal for Fund: 213			526.81	
		Report Total:			526.81	

The preceding list of bills payable totaling \$9,692.18 was approved for payment.

Date: 2/11/26 Approved by: _____

Hali Sittig - Treasurer

MINUTES

WORKSHOP - ECONOMIC DEVELOPMENT AUTHORITY (EDA)

Wednesday, September 10, 2025 – 4:45 p.m.

Academy Room, Monticello Community Center

Commissioners: President Steve Johnson, Treasurer Hali Sittig, Rick Barger, Clint Berglof, Councilmember Tracy Hinz, Mayor Lloyd Hilgart

Absent: Vice President Jon Morpew

Staff: Executive Director Jim Thares, Angela Schumann, Bob Ferguson

1. Call to Order

President Steve Johnson called the workshop meeting of the Monticello Economic Development Authority to order at 4:49 p.m.

2. Roll Call

Mr. Johnson called the roll.

3. Business Subsidy Pre-Application and Application Process - Review Discussion

Community Development Director Angela Schumann said a new process for business subsidy pre-application and application items has been implemented and shared components involved with the review to gain feedback from the EDA members for discussion. Ms. Schumann went through the list of the applicable loans available. A number of them involve tax increment financing (TIF) and Greater Monticello Enterprise Fund (GMEF) and the Minnesota Small Cities Development Program (SCDP). The downtown façade improvement program was also referenced.

Ms. Schumann explained the application process for many as an introduction to the community and a means for the City to collect business information and goals. A portion of the pre-application process involves a workshop with EDA members to meet the applicant, gain insight on what they intend to bring to the community, and to ask engaging questions. Ms. Schumann further explained that the pre-application process is an opportunity to determine which plan or program is the best fit for a proposal and discuss funding application details and gain more insight into potential finance structures and offer suggestions about successful funding packages. Ms. Schumann suggested that members may want to offer suggestions about the process of achieving the best pathway for funding review steps if they choose.

She further explained the planning cycle for land use applications and incorporating the business subsidy application process onto that step. Ms. Schumann said the pre-application form is a measure to collect needed development information for the benefit of efficient processes. She said formal decisions are usually made at regular business meetings and the workshops are informal and allow more fluid discussion about proposals.

Mr. Johnson stated that the workshops are recorded on audio and key information is on the record.

Mr. Barger said this is a good conversation to have regarding the processes and the best approach. The goal should be to seek relevant information and get a basic understanding of a funding proposal. He asked if it is appropriate for the board to tell an applicant their proposal might not suit the City in a regular formal meeting setting versus a workshop and try to touch on a key basic key topic “Is this a good idea?”. He suggested that it is more useful to allow a broader discussion with applicants to get to that type of comfortable understanding.

In support of that premise, Mr. Thares said staff typically walk through the application and two-step meeting process with the applicant explaining to them that providing more information is better than less information.

Ms. Schumann repeated that when a member may have concerns, the best setting for discussion is in workshop. This creates dialog related to City and EDA’s goals. Considering the recent workshops, Ms. Schumann suggested thinking about any questions which may have needed more context and to connect with staff for these recommendations to add to the pre-app and application forms or processes.

4. Façade Improvement Forgivable Loan Program Application Review – Krautbauer-Stellar Property – 124 West Broadway

Mr. Thares introduced the loan applicant, Angela Krautbauer owner and proprietor for Stellar Property Investment LLC, doing business as Liquor Lounge, and Mike Rudnitski, Vanguard Construction, to the EDA.

Mr. Bevier mentioned the proposal fits the comprehensive plan related to the downtown core district from a zoning perspective and for the EDA’s efforts for revitalizing downtown. He also noted the positive impact to the building due to the proposed improvements. Mr. Thares said the quotes included were from Vanguard and Red-Letter Renovations. The funding request is for \$100,000 toward improvements totaling \$185,000.

Mr. Rudnitski stated the total amount will increase as the windows are not included in the calculations. Ms. Krautbauer said the goal is to keep the aesthetics of the original 1886 bank brick work façade intact and eventually work with another contractor on interior renovations.

Mr. Rudnitski noted that improvements will include a new custom door, brick resurfacing, with a goal of revealing the historic building. He said the project cost will likely exceed \$200,000 for the façade updates. EDA members discussed the benefits of the comprehensive work and the positive contributions to the core downtown. Members told staff to move the proposal forward to a regular meeting for final consideration. Ms. Schumann noted that it was positive that this application proposal matched the Cunnigham rendering as presented.

5. Façade Improvement Forgivable Loan Program Application Review – Sperr Properties, LLC – former Cornerstone Café 154 West Broadway

Mr. Thares introduced the loan applicant, Cheryl Sperr, to the EDA and staff. Larry Sperr was available via speakerphone.

Mr. Bevier walked through the façade application information and quotes received for improvements consisting of stucco, framing, windows, and rood repairs needed at the former Cornerstone Café building. He noted the Cunningham rendering and the affidavit of financial commitment indicating all funding is available from the applicant. Mr. Bevier walked through the application and background. He said the Sperrs are negotiating to finalize a purchase agreement to obtain the former Cornerstone Café building. He said that improvement plans and contractor quotes were received along with a rendering for all new windows, a walk-up ordering window, stucco work, replacement door, and a new awning. He said that additional revised quotes and conflicting plans were received today, so staff will cross-reference and ask for more clarification as needed.

Mr. Thares reminded the EDA that a previous façade loan in the amount of \$100,000 was approved by the EDA prior to the COVID-19 pandemic. The total improvement project was estimated to be about \$175,000 at that time. The previous owners did not move forward due to financing challenges.

Mayor Hilgert said he believes the façade improvement proposal has merit and he feels that the new ownership will be a good fit in the community. Mr. Johnson shared his concern that the façade loan should not address obvious past uncompleted maintenance issues from recent years. Ms. Hinz spoke in favor of the rendering and keeping the originality of the building to restore a piece of history

It was pointed out that a similar two visible sided corner building (Lucille Murray’s Studio-Dance across the street) received a \$100,000 façade loan in late 2024. That project and likewise this proposal both further beautification of downtown as per the Monticello 2040 Comp Plan. With that as background, staff are recommending approval pending quote clarifications and additional façade renderings at a future submittal date.

Mr. Sperr said the contractor had sent the itemized list earlier in the day. He also satisfied the request for color palate by emailing screenshots. Mr. Sperr said the corrugated steel awning shown on the rendering is not an option and is open to working with the City for what is allowed. He suggested a cloth covering.

Mr. Johnson asked if the work scope would include improvements to the south side of the building. Mr. Sperr said all three exposed walls will be improved, despite the rendering showing only the north and west sides of the building. He also said that a service doorway will be installed on the west side instead of the walk-up window per the rendering. This is to improve service for warm season patio customers. He will work with City staff and follow appropriate downtown zoning codes.

Mr. Sperr addressed the defective door needing repairs and renovating the step-up for wheelchair accessibility. He also described the interior work needed for the walls, floors, and furniture, though he had not received cost estimates for some of these items yet

He noted that he will have a complete building inspection done in the coming weeks and he clarified that he realizes the building has some deferred maintenance and needs some updates. He wants to make it look nice and is seeking façade funding to move his entire proposal forward.

Mr. Barger asked Mr. Sperr about his experience in the restaurant industry. Mr. Sperr explained that he has over forty years in culinary business with formal education and catering experience primarily in the management chef position as well as experience as a business-owner. He is currently working in management for another undisclosed catering company.

Mr. Johnson said Mr. Sperr has a good plan put together and it makes sense. Mayor Hilgart suggested to Mr. Sperr to maintain fluidity in conversation with the contractors to ensure all items are factored, noting the missing stucco repairs from the bid.

Ms. Schumann asked if the Mayor is suggesting, like Mr. Bevier, for the applicant to have an itemized estimate. Mayor Hilgart said he is not opposed to the proposal; just wants to make sure the applicants know what they are getting into. Mr. Sperr said he will relay the information along with his contractor and will come back with the needed items.

Ms. Hinz spoke with appreciation to Mr. Sperr in working with the City for compliance; encouraged fine-tuning the details and incorporating a color palate into the plans.

Mr. Sperr spoke with confidence about his abilities in restaurant proprietorship, involvement with the Chamber of Commerce and community recognition. He stated his goal is to bring life back to the downtown district through a successful restaurant.

Members said if Mr. Sperr and his partners can purchase the property and the contingencies for the façade renderings and quote clarifications are received, they are in favor of moving this to a future EDA meeting for final consideration. Mr. Johnson summarized by saying staff should bring this to a future EDA meeting for final consideration of a \$100,000 Façade Improvement Forgivable Loan.

6. Rustech Brewing – Equipment Auction Status Update

Mr. Thares provided a brief recap to the EDA obtaining possession of brewing equipment and selling it for the highest amount due to the Rustech Brewery's bankruptcy filing. He said that in general the microbrewery industry is struggling and there is a lot of similar equipment available and little demand for it, so the best step is to accept a legitimate reasonable offer and use it to pay down the loan balance which is approximately \$45,000. He further noted that over the life of the loan, the total interest collected on the loan was about \$16,000 +/-.

7. Adjournment

The workshop was adjourned at 6:05 p.m.

Recorder by: Anne Mueller__

Approved: February 11, 2026

Attest: _____
Jim Thares, Executive Director of the Monticello EDA

DRAFT

MINUTES

WORKSHOP - ECONOMIC DEVELOPMENT AUTHORITY (EDA)

Wednesday, January 14, 2026 – 4:45 p.m.

Academy Room, Monticello Community Center

Commissioners: President Steve Johnson, Vice President Jon Morphey, Treasurer Hali Sittig, Rick Barger, Clint Berglof, Councilmember Tracy Hinz, Mayor Lloyd Hilgart

Staff: Executive Director Jim Thares, Angela Schumann, Bob Ferguson, Tyler Bevier

Guests: Mike Monson and Abby Kuipers, Benson-Orth

1. **Call to Order**

President Steve Johnson called the workshop meeting of the Monticello Economic Development Authority to order at 4:45 p.m.

2. **Roll Call**

Mr. Johnson called the roll.

3. **GMEF Loan Pre-App Review – Kid’s Haven Day Care – Missy Sjolin**

Mr. Thares introduced the loan applicant, Missy Sjolin, Director and co-owner of Kid’s Haven LLC, to the EDA and staff. She is proposing to build a new daycare facility on a city owned site that she will purchase in the spring of 2026. The estimated total cost of the development is about \$6,900,000 +/- . She has a funding gap and is seeking a \$250,000 loan for equipment. Mr. Thares handed out the Kids Haven business plan and asked that it be returned to staff before the end of the meeting.

Ms. Sjolin provided background information about Kids Haven childcare center in Buffalo and her family’s overarching goals in providing day care services. She noted the recent expansion into the City of Waverly and observed that Monticello has a childcare slot deficit of 600 spots as shown in a recent survey of Wright County childcare needs. She explained how the shortage impacts the community socially and economically. She then gave an overview of the development proposal noting the building location, size and childcare slot capacity of 316. She also said it is a workforce issue as some families simply must stay at home to take care of children versus getting into the labor force and working.

Ms. Sjolin next explained the \$250,000 loan will be used to purchase outdoor play equipment which is expected to cost approximately \$1,000,000. The land write-down by the City and the EDA funding will allow Kids Haven to offer affordable tuition costs. She indicated that her bank is Old National Bank. She said the staffing requirements will total about 70 and will equate to about 40 +/- full-time equivalent jobs.

Ms. Sjolín also offered information about the pipeline program for early childhood education conforming to State standards and the Kids Haven opportunities for employee continued education. She said it is critical to keep the total development project debt at about \$5,385,000 and repeated that the EDA's contribution will assist in allowing the project to move forward and succeed.

Ms. Sjolín noted she has a group of general contractors providing quotes for the project, though she has not selected one yet. She further explained that if the bids come back higher than \$5,000,000, the bank is willing to offer additional funds though that will start to impact the tuition fees.

When asked how the square footage was calculated, Ms. Sjolín briefly explained the State standards for class sizes per student and space required, including gym and kitchen facilities. She said enrollment numbers are anticipated at 316 children for the Monticello facility.

Ms. Sjolín explained that per the financial plan, which is included in the business plan, at least 150 kids are needed at a minimum to sustain the operations and become profitable.

Mr. Thares asked if the 150 needed was firm based on the varying flex enrollment schedules that they offer. She replied that the daily, weekly, and flexible rate structure varies. It typically is a weekly rate at \$140 based on licensure for 372 with 600 kids enrolled.

Ms. Sjolín said the bank is willing to confirm the owner's equity that they can provide for the development financing. She estimates it is over \$3,500,000 from the current Buffalo property after all debt. Since Old National Bank is using an SBA 504 loan structure along with its commercial bank loan, they have been told they will need only 10 percent of the cost of the development to be in the form of cash equity. Mr. Thares estimated that would probably equate to an equity contribution of between \$750,000 to \$850,000 per the 50/40/10 formula. Ms. Sjolín said she can inject up to \$1.4 million if needed.

Ms. Sjolín said the goal is to be able to start construction in the spring of 2026. Staff confirmed all the application submittals look complete and can be provided to the EDA in March for final consideration.

Ms. Schumann and Mr. Thares discussed the land use review components of the proposed development site and the complexity of the various easements related to shared access points. This site is challenging in this aspect, and it has been a painstaking task to research and get information to the City attorney to draft the Development Contract with the Embedded Purchase Agreement as well as the Easement amendment document.

4. Peter Stalland Proposal - Industrial Development in Otter Creek Business Park (OCBP)

Mr. Thares introduced the applicant, Peter Stalland, to the EDA. He further explained a potential option to collaborate with Mr. Stalland who may be interested in building a new industrial building in Otter Creek Business Park (OCBP). He summarized that a new industrial building of 75,000 square feet would likely be a total investment of approximately

\$8,850,000 +/- and would add property onto the tax rolls and of course would generate new jobs as well. He reflected that in the last 10 years only two existing OCBP firms have completed expansions and further stated that there have been no new development projects at the available sites. He noted that several industrial projects have been completed at other sites in the community, noting UMC and Wiha Tools as examples. He then said there have several site searches though no final deals put together for new buildings on the remaining 52.50 acres in OCBP.

Peter Stalland offered information about his long career as a Twin Cities metro developer and former manufacturing firm owner. He also said he is familiar with Monticello as he was the original developer of the Savannah Vista multi-family housing development in Points At Cedar. He explained that he would be asking for Economic Development TIF assistance as part of the development and would work hard to find a suitable manufacturing tenant for the building, possibly offering a purchase option as well. He has numerous contacts in the Twin Cities real estate circles so he would utilize those connections as well. As for underwriting, the entire financial structure would need to be acceptable to his bank. He stated that he likes to minimize risk and views this as a low-risk position for the EDA if he can obtain an option for a parcel at low cost to get his plans completed and connect with the brokerage community to generate interest in the concept development.

Mr. Morphew suggested the financial incentives and successes of the applicant may help spur development. Mr. Johnson spoke to recognize the calculated risks by Mr. Stalland and for the value of the risks to be taken from the EDA's standpoint for land investment. Mr. Stalland said he feels his connections may ultimately lead to a successful development project.

Mr. Thares noted that if the EDA is in favor of this approach, a closed meeting would be required to discuss specific parcel, option pricing and terms at a future date. The EDA members concurred that this was a process worth further consideration. Mr. Stalland ended by stating that a good deal arises out of solid financing with the right group or company and being involved with honest and hardworking people who have a proven track record and history for successful operations.

Mayor Hilgart said essentially every manufacturing proposal is likely a potential TIF project, regardless of who the building owner may be, and suggested that it will be more justifiable to finance if a good solid tenant-building occupant is brought into the proposal. Mr. Stalland noted difficulties forecasting what may come of the efforts though he pledged his dedication to working with the Monticello EDA to produce a positive project with a good manufacturing end user.

5. Adjournment

The workshop was adjourned at 6:03 p.m.

EDA Workshop Minutes – January 14, 2026

Recorded by: Anne Mueller__

Approved: February 11, 2026

ATTEST:

Jim Thares, Executive Director of the Monticello EDA

DRAFT

MINUTES
REGULAR MEETING - ECONOMIC DEVELOPMENT AUTHORITY (EDA)
Wednesday, January 14, 2026 – 6:00 p.m.
Monticello Community Center

Commissioners: President Steve Johnson, Vice President Jon Morphey, Treasurer Hali Sittig, Rick Barger, Clint Berglof, Mayor Lloyd Hilgart, Councilmember Tracy Hinz
Staff: Executive Director Jim Thares, Angela Schumann, Tyler Bevier
Consultant: Andrew Dresdner – Bolton & Menk

1. **General Business**

A. Call to Order

President Steve Johnson called the regular meeting of the Monticello Economic Development Authority to order at 6:07 p.m.

B. Roll Call (6:07 p.m.)

Mr. Johnson called the roll.

C. Consideration of Additional Agenda Items

None

2. **Approval of Agenda**

None

3. **Consent Agenda**

A. Consideration of Payment of Bills

B. Consideration of Approving December 10, 2025 Regular Meeting Minutes

C. Consideration of Approving December 10, 2025 Workshop Meeting Minutes

D. Consideration of Approving October 8, 2025 Workshop Meeting Minutes

HALI SITTIG MOVED TO APPROVE THE CONSENT AGENDA. CLINT BERGLOF SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY, 7-0.

4. **Public Hearing**

N/A

5. **Regular Agenda**

A. Consideration of Authorizing Miscellaneous Professional Services Contract with Bolton & Menk related to a Downtown Small Area Plan proposal in the amount of \$80,000

Mr. Thares referenced the November 12, 2025, EDA Workshop, which was attended by consultants Andrew Dresdner and Mike Thompson, Bolton & Menk, to discuss an update to the 2017 Downtown Small Area Study. He reminded the EDA that the goal is to now put more focus on the east side of MN Highway 25, specifically Block 34 and the Cedar Fair site, both owned by the Monticello EDA. As per EDA direction at that

Workshop, the consultants were asked to prepare additional core downtown information, recent changes, and anticipated new trends to update the 2017 Downtown Vision and Small Area Plan (SAP) in support of the EDA goals and potential redevelopment opportunities.

Mr. Thares presented the proposed project scope to the EDA with a goal of beginning the work tasks in March 2026. As noted in the proposal it is expected to take six to eight months and will include public engagement efforts. He noted the past relationship between City and Mr. Dresdner and quality professional services offered. He pointed out the \$80,000 quote for the proposal and noted that the EDA does have funding in its 2026 General Fund budget line for Miscellaneous Professional Services totaling \$54,500, though the additional \$25,500 would need to be sourced from a different line item like the Redevelopment Activities line item which has \$153,378. He also noted that the 2026 General Fund Budget was approved prior to discussions began with the EDA and Bolton and Menk about a potential downtown Small Area Plan update and thus did not contemplate this expenditure.

Mr. Dresdner introduced himself to the EDA and provided a comprehensive overview of the updates to the SAP to address the following questions:

- Why Downtown? Why Plan?
- What has (and has not) changed since 2017?
- What is swirling out there that Downtown must address?
- What will the Update focus on?
- Who will be engaged?
- What will be accomplished?

Mr. Dresdner noted the front end of the proposal is the input period to collect Block 34 vision information and the public input and by intent the feedback sessions seeking input are components of the back half of the study process.

Mayor Hilgart expressed the importance of communicating with and seeking input from the downtown business community as well as the residents living in the new Block 52 multi-family building. Mr. Dresdner agreed to that concept of focus group activities by those in and surrounding the downtown corridor.

Mr. Johnson pointed out there may be homes on the easterly side of MN Highway 25 requiring upgrades to meet building code. He further asked how to implement the projects to coincide with such concerns as to not neglect the residences that may be adjacent to redevelopment projects on the east side of MN-TH#25.

Mayor Hilgart stated that it would be best to focus on the easterly portion and said that hopefully a result of the vision and plans will yield something that entices pedestrians to cross over MN-TH#25.

Mr. Dresdner spoke to creating a cohesive downtown, rather than an indication of separation despite a state highway. Ms. Hinz reminisced and gave kudos to Mr. Dresdner for the approachability represented and stewardship of the 2017 proposal.

Ms. Sittig asked if methods for river access was considered in planning. Mr. Dresdner explained the access from Broadway to Cedar to the park is as important as the East Bridge Park plans for access to get down to the river level.

Mr. Johnson inquired about the island in the river, which could also be utilized for pedestrian accessibility, linking it to the walkway beneath the bridge near water level. Mr. Dresdner suggested discussions concerning East Bridge Park should also loop in the MN-DNR as it relates to the Mississippi River.

Mr. Morphey spoke about the duration of time taken to develop West Bridge Park and suggested starting the planning process now for East Bridge. Mr. Johnson said much of the duration for the development of West Bridge Park was spent to obtain site control, as the City did with Block 34 and suggested the process may be quicker and smoother than it had been in 2017.

TRACY HINZ MOVED TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH BOLTON & MENK RELATED TO A PROPOSED DOWNTOWN SMALL AREA PLAN (SAP) WITH A FOCUS ON BLOCK 34 AND CEDAR STREET IN AN AMOUNT NOT TO EXCEED \$80,000. HALI SITTIG SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY, 7-0.

B. Consideration of Approving a Statewide Affordable Housing Aid (SAHA) Policy relating to the Proposed Senior Homeowner Rehabilitation Program

Community and Economic Development Coordinator Tyler Bevier provided background from the October 8, 2025, workshop regarding the recently authorized Affordable Housing Trust Fund and sought clarification regarding the EDA's preference to develop a senior/55+ homeowner rehabilitation program or a broader age target group for the SAHA funds. He reminded the EDA that the discussion was leaning to a blend of age groups though it was not a final determination. A new twist in the funding discussion is that Wright County is offering to collaborate and pool the SAHA funding countywide and utilize it for a variety of housing needs. They are seeking feedback on potential interest from the City of Monticello EDA-HRA on this concept.

Mr. Bevier explained the six housing priorities noted in the County-wide pooling, proposal. It consists of single-family housing rehab, traditional housing programs, contracts with hotels for temporary emergency housing, emergency housing assistance throughout the County, development assistance, and permanent emergency housing assistance. Staff offered the option to have more discussions about this in the context of Monticello's overall housing goals and are seeking direction from the EDA about it preferred option. Mr. Bevier explained the three considerations, noted the timeline of deadlines for commitments and expenditure, and called out Neighborhood Preservation

as it related to Chapter 7 “Community Character, Design, and the Arts” of the Monticello 2040 Vision + Plan.

Mr. Barger asked if by implementing and entering into an agreement for pooled or shared funding with Wright County, how would Monticello’s citizens’ housing needs be accounted for in the pooled funding. Ms. Schumann responded that the idea is still conceptual and would require more discussion by the parties involved regarding funding objectives and establishing a distribution framework.

Mr. Thares shared that the City of St. Michael was potential willing to collaborate with Wright County on pooling of resources and the program objectives though they stipulated that the total amount of SAHA funds that the state allocates to St. Michael would need to ultimately be used to support housing projects in St. Michael. He added that the County is also receiving SAHA dollars and some of those could be provided to each City in addition to their own municipal allocation.

Mr. Johnson asked if the program might be administered with current City staffing resources. Ms. Schumann explained the details within the approved housing ordinance for EDA allocation. She reminded the EDA that the program should be structured as a pilot effort and said staff will maintain EDA goals based on resources and demand. Regarding staffing, Ms. Schumann said she believes the program can be administered internally.

Mr. Mophew said administering and disbursing funds is less of a concern now that he understands available city staff and resources for this effort. His current view is to not pool funds with the County.

Mayor Hilgart noted that the \$171,000 +/- in SAHA funding is not a lot of money. It may result in only four to six applications. He said that he believes that the program is fully doable within the capacity of the Community Economic Development Coordinator.

Ms. Schumann agreed to the mayor’s sentiments. She feels that Mr. Bevier has proven his capabilities by harnessing the façade improvement loan program and resurrecting Downtown Rounds. Ms. Hinz also stated that she would like to see the program be administered as a distinct EDA funding effort.

Mr. Thares noted a couple of key elements that are still needing clarification. They are specifically the target age group and the geographic area. He noted many areas north of I-94 have older and possibly somewhat lower valued homes. He requested that if the EDA chooses to move forward, it specify that information.

Mr. Mophew asked if it would be possible to set a priority specific to the north side of I-94 for applicants aged 55+, without exclusivity. Ms. Schumann said that other community development goals may be met by targeting an area north of I-94 since it is closer to the core downtown area and could focus reinvestment toward the existing

naturally occurring affordable housing in that area.

Mayor Hilgart next asked how the information will be shared with the public. Ms. Schumann responded that she has already had some discussions with the Communications Specialist regarding all forums of media and networking. Some of it will rely on personal relationships.

Mayor Hilgart suggested information be added to a utility billing mailing. Mr. Johnson suggested the director of the senior center and other leaders in the community could also be an information conduit.

Mr. Johnson said the south side of I-94 consists of newer developments and is likely not in need of potential repairs like an older home north of the freeway. Mayor Hilgart stated that the homes south of I-94 are all 1990-built or newer. Mr. Johnson said maybe the policy include a proviso “at the EDA’s discretion” if some instances arise where there might worthy exceptions.

Mr. Barger suggested the funding could be a supplement development focus to the core downtown area. Mayor Hilgart suggested that considering the limited amount of funding, it should not be able to be used to benefit the overall appearance of a residence but rather focus on critical systems such as HVAC or plumbing or windows-doors, etc.

Mr. Barger said he believes that when funding and information becomes available, staff may want to be ready for a significant amount of interest.

Mr. Thares again asked the EDA members if they felt comfortable keeping the 55+ age restriction in place or want to open it up to all ages. Members agreed that a program targeted for seniors is a good starting point.

JON MORPHEW MOVED TO APPROVE A STATEWIDE AFFORDABLE HOUSING AID (SAHA) POLICY RELATING TO THE PROPOSED HOMEOWNER REHABILITATION PROGRAM, SUBJECT TO EDA DIRECTION ON ELIGIBILITY REQUIREMENTS RELATING TO AGE RANGE AND GEOGRAPHIC TARGET AREA NORTH OF INTERSTATE 94. RICK BARGER SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY, 7-0.

6. Other Business

A. Consideration of Economic Development Manager’s Report

Mr. Thares provided reports on the following items:

- 2026 City of Monticello Fee Schedule – adopted by City Council on December 8, 2025 – included fees relating to Economic Development funding assistance applications
- 2026 EDAM Winter Conference – January 22-23, 2026
 - Mr. Thares and Mr. Bevier are registered to attend
- Local Option Sales Tax Revenue Collections

EDA Regular Meeting Minutes – January 14, 2026

- January Planning Commission updates
 - Mr. Schumann provided information and status for consideration regarding the land use ordinance for data centers.
- Projects and Prospects (to date) including Building Permits
- WCEDP Annual Meeting – January 16, 2026

Mr. Johnson asked if enough industrial land in Otter Creek is available to meet the demands for anticipated future development. Mr. Thares said that even though now there are still 52.50 acres available in OCBP, the number of recent inquiries seems to indicate that industrial development activities are fairly strong and several of the EDA sites in OCBP could be developed in the coming 18 to 36 months. With that as a global contextual backdrop, he stated that it is not too early to start discussions in a regular meeting or a workshop about a new future industrial location for the community. He said typically developing a new industrial park takes about 4 to 6 years to get the ultimate point of site grading and public infrastructure installation. He said perhaps the EDA would want to have initial discussions sometime this year and then maybe suggest a follow-up joint meeting with the Planning Commission at some point after that to further explore the concepts and conduct discovery of all the pertinent steps in such an effort.

No action was taken on the item.

7. **Adjournment**

TRACY HINZ MOVED TO ADJOURN THE REGULAR MEETING OF THE MONTICELLO EDA. HALI SITTIG SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY, 7-0. MEETING ADJOURNED AT 7:15 P.M.

Recorder by: Anne Mueller ___

Approved: February 11, 2026

ATTEST:

Jim Thares, Executive Director of the Monticello EDA

5A. PUBLIC HEARING – BUSINESS SUBSIDY - Consideration of Resolution 2026-2 authorizing a Greater Monticello Enterprise Fund (GMEF) Loan to Sperr Properties, LLC and L&L Homestyle Cafe, LLC in the amount of \$65,000 and a Business Subsidy Agreement for interior improvements and the purchase of restaurant equipment at 154 West Broadway

Prepared by: Economic Development Manager	Meeting Date: 2/11/26	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item
Reviewed by: Community Development Director, Finance Director, Community & Economic Development Coordinator	Approved by: City Administrator	

ACTION REQUESTED

Motion to approve Resolution 2026-2 authorizing a GMEF Loan to Sperr Properties, LLC and L&L Homestyle Café, LLC in the amount of \$65,000 and a Business Subsidy Agreement for interior improvements and the purchase of restaurant equipment at 154 West Broadway.

REFERENCE AND BACKGROUND

The EDA is asked to approve a GMEF Loan Agreement and a Business Subsidy Agreement to help finance equipment purchases and interior property improvements at 154 West Broadway (formerly Cornerstone Cafe). Sperr Properties, LLC is requesting a \$65,000 GMEF Loan as gap funding assistance for the proposed activities. North Star Bank provided the primary lender financing, and the property and café ownership group, Larry, Mark and Logan Sperr injected substantial equity funding toward the project financing. The EDA gap funding would be used to complete the interior renovations and purchase equipment necessary to operate the café. The total project investment is estimated to be \$833,712. Larry Sperr, representing the property ownership group and the café, presented the initial funding request to the EDA at its December 12, 2025, workshop meeting. The ownership group closed on the property acquisition in mid-November and began clean-up and renovation activities in early December. They utilized bridge loan funding to begin the renovations and avoid a delay in re-opening the café which had been shut since spring 2024. The café reopened in late January 2026 as L&L Homestyle Café. Its goal is to employ 11 staff with an average wage of \$24 an hour.

A funding sources and uses outlines the entire project financing structure. As noted previously, North Star Bank has provided a first mortgage loan to the Sperr’s for the purchase in the amount of \$416,000, or 49.90 percent of the total project cost. The owner’s cash equity

injection into the proposal is \$252,712 or 30.31 percent of the total funding. Sperr Properties also received a \$100,000 façade improvement forgivable loan from the EDA in December 2025, for exterior improvements including stucco repairs and painting, as well as new windows, signage and entrance improvements. This component represents 12.00 percent of the total funding structure. The \$65,000 GMEF loan is approximately 7.79% percent of the overall project cost. The proposed funding structure for the project is shown below. The loan underwriting report, completed by National Bank of Commerce, is not available at this time, though it will be provided to the EDA if received before the regular meeting.

Funding Sources

<u>Entity</u>	<u>Amount</u>	<u>Percent</u>
Bank	\$416,000	49.90%
Owner Cash Equity	\$252,712	30.31%
Façade Forgivable Loan	\$100,000	12.00%
GMEF Loan	\$ 65,000	7.79%
Total	\$833,712	100.00

Funding Uses

<u>Item</u>	<u>Amount</u>	<u>Percent</u>
Property Purchase	\$535,000	64.17%
Exterior Façade	\$170,000	20.39%
Interior Property Improvements	\$ 97,000	11.64%
Equipment & Contingency Costs	\$ 31,712	3.80%
Total	\$833,712	100.00

The proposed project is an eligible use of GMEF funds. The current available GMEF Loan Program cash balance is approximately \$846,000 +/- . The loan request equates to about 7.7 percent of the cash balance. Per the GMEF Loan Policies, no more than 50 percent of the Fund's available dollars can be loaned out to a single borrower. Only 30 percent of a project can be funded through GMEF dollars. Currently, there is no stated minimum fund balance requirement in the GMEF Loan Policies and no established ratio for commercial to industrial loan amounts.

If the EDA authorizes the loan, the security will consist of a 2nd real estate mortgage as well as a Security Agreements and UCC (Universal Commercial Code) filings against the equipment in the restaurant. In addition, personal guarantees from each of the three owners are also required.

It should also be noted that the Business Subsidy section of the Loan Agreement spells out the wages that are required to be paid to the 11 new FTE employees. L&L Homestyle Café, LLC will be required to submit annual reports documenting the creation of the new jobs along with information about the wages for the new employees. There is a public hearing required for this

Business Subsidy because the proposed financial assistance is greater than \$150,000 for the previously approved façade loan and the proposed \$65,000 GMEF loan.

- I. **Budget Impact:** The budget impact from the proposed GMEF Loan request is a direct reduction in the current cash balance of the loan fund. If approved, the funding would draw the Fund's cash balance down to \$781,000 +/- not factoring in the other pending GMEF loan in Item 6A of this agenda. The estimated \$1,850 in legal fees related to preparing the loan documents (EDA attorney) as well as the loan origination fee of 1.5 percent (\$975) will be collected from the borrower at the time of loan closing.
- II. **Staff Workload Impact:** The Community Development Director, Finance Director, Economic Development Manager and Community & Economic Development Coordinator have committed time to completing tasks related to the review of the proposed loan request. Additional time toward this effort involves report preparation and meeting presentation time. No other staff are required to complete the work in this effort.
- III. **Comprehensive Plan Impact:** The Economic Development section of the Comprehensive Plan encourages formation of an effective economic development effort which creates a supportive business environment and builds a vibrant, thriving local economy. The Monticello 2040 Vision + Plan illustrates Economic Development goals 1 – 4 related to this project through business attraction, tax base expansion, downtown vitality, and redevelopment and reinvestment efforts.

STAFF RECOMMENDATION

Staff recommend the EDA approve the \$65,000 GMEF Loan and the Business Subsidy Agreement for the Sperr Properties equipment purchase. The loan request meets the general intent of the current GMEF Loan Policies and if approved supports the opening of a new business in the core downtown area and completion of property improvements to an existing building. An initial review of the Development Assistance Worksheet scoring form for the request indicates the proposal carries a score of 31, based on the available application information. The EDA Scoring Worksheet metric is attached to this report as an Exhibit. As a comparison, the recent Fairfield By Marriott Hotel proposal had a score of 35 while the Wiha Tools' project had a score of 34.5.

SUPPORTING DATA

- A. EDA Resolution 2026-2
- B. Loan Agreement-Business Subsidy Agreement
- C. Mortgage
- D. Promissory Note
- E. Personal Guarantee (3 docs)
- F. Security Agreements (2 docs)

- G. Sperr Properties GMEF Loan Application (2 docs))
- H. Aerial Photo and Beacon Rpt. – 154 West Broadway
- I. Economic Development Assistance Worksheet Scoring Metrics
- J. GMEF Loan Policies
- K. Business Subsidy Public Hearing Notice

EDA RESOLUTION NO. 2026-02

RESOLUTION APPROVING A GREATER MONTICELLO ENTERPRISE FUND LOAN TO SPERR PROPERTIES, LLC, AND L&L HOMESTYLE CAFÉ, LLC AND APPROVING CERTAIN LOAN DOCUMENTS IN CONNECTION THEREWITH

BE IT RESOLVED BY the Board of Commissioners ("Board") of the City of Monticello Economic Development Authority (the "Authority") as follows:

Section 1. Recitals.

1.01. The Authority administers its Greater Monticello Enterprise Fund revolving loan program (the "Program") pursuant to its authority under Minnesota Statutes, Sections 469.090 to 469.1081, as amended (the "EDA Act"), in order to assist businesses in the City of Monticello, Minnesota (the "City") with financing certain economic development activities to meet the goals set forth in the guidelines approved by the Authority for the Program (the "Guidelines").

1.02. Sperr Properties, LLC, a Minnesota limited liability company and L & L Homestyle Cafe, LLC, a Minnesota limited liability company (collectively, the "Borrower"), have requested financial assistance from the Authority in connection with the costs of interior building renovations and the purchase of restaurant equipment for operations (the "Project") located at 154 Walnut Street in the City (the "Property").

1.03. The Authority and the Borrower desire to enter into a loan agreement (the "Loan Agreement") wherein the Authority agrees to make a loan pursuant to the Program and the Guidelines to the Borrower in the maximum amount of \$65,000 (the "Loan") to pay a portion of the costs of the Project. The Loan will be evidenced by a promissory note from the Borrower to the Authority (the "Note") and secured by a second position Mortgage (the "Mortgage") to be executed and delivered to the Authority by the Borrower, a Security Agreement (the "Security Agreement") to be executed and delivered to the Authority by the Borrower, and the Personal Guaranty of Larry Sperr, Mark Sperr and Logan Sperr (collectively, the "Personal Guaranty").

1.04. The Authority is a grantor as defined in Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act"), is authorized to grant financial assistance (a "Business Subsidy") for private development, and has previously adopted criteria for awarding Business Subsidies that complies with the Business Subsidy Act, following a public hearing. The Loan, together with a façade loan previously provided to the Borrower, constitutes a Business Subsidy within the meaning of the Business Subsidy Act and the Loan Agreement includes a "business subsidy agreement" as required under the Business Subsidy Act.

Section 2. Loan Documents Approved.

2.01. The Authority hereby approves the Loan Agreement, the Note, the Personal Guaranty and the Mortgage in substantially the forms presented to the Board, including the business subsidy agreement in the Loan Agreement, together with any related documents necessary in connection therewith, including a disbursing agreement with a title company if necessary, all documents, exhibits, certifications, or consents referenced in or attached to the Loan Agreement, the Security Agreement, the Note, the Personal Guaranty and the Mortgage (the "Loan Documents").

2.02. The Board hereby authorizes the President and Executive Director, in their discretion and at such time, if any, as they may deem appropriate, to execute the Loan Documents on behalf of the Authority, and to carry out, on behalf of the Authority, the Authority's obligations thereunder when all conditions precedent thereto have been satisfied. The Loan Documents shall be in substantially the form on file with the Authority and the approval hereby given to the Loan Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the Authority and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the Authority. The execution of any instrument by the appropriate officers of the Authority herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Loan Documents shall not be effective until the date of execution thereof as provided herein.

2.03. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Loan Documents, the officers and employees of the Board are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Board to implement the Loan Documents.

Approved this 11th day of February, 2026, by the Board of Commissioners of the City of Monticello Economic Development Authority.

President

ATTEST:

Executive Director

LOAN AGREEMENT

This Loan Agreement (“Agreement”) is made this 11th day of February, 2026, between SPERR PROPERTIES, LLC and L&L HOMESTYLE CAFÉ, LLC, each a Minnesota limited liability company (collectively, the "Borrower"), and the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY (the “Lender”), a public body corporate and politic and political subdivision of the State of Minnesota.

RECITALS

A. The Lender has created the Greater Monticello Enterprise Fund (the “Program”), a revolving loan fund program to assist businesses in the City of Monticello, Minnesota (the “City”) with financing certain economic development activities to meet the goals set forth in the guidelines approved by the Lender for the Program (the “Guidelines”).

B. The Borrower has submitted a loan application (the “Application”) and the Lender has approved a loan to the Borrower in the maximum principal amount of \$65,000 (the “Loan”) to pay a portion of the costs related to the interior building renovations and the purchase of restaurant equipment (the “Project”) located at 154 W Broadway Street in the City (the “Property”) legally described in Exhibit A attached to the Mortgage (as hereinafter defined). The Loan will be evidenced by a Promissory Note, dated as of the date hereof (the “Note”), issued by Borrower in favor of the Lender, and secured by (i) a Mortgage on the Property, dated as of the date hereof (the “Mortgage”), from Borrower to the Lender, (ii) a Personal Guaranty of each of Larry Sperr, Mark Sperr and Logan Sperr (collectively, the “Personal Guaranty”); and (iii) a Security Agreement from Sperr Properties, LLC and a Security Agreement from L&L Homestyle Café, LLC (collectively, the “Security Agreement” and, together with this Agreement, the Note, and the Mortgage, the “Loan Documents”).

C. The Loan constitutes a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), and the Lender has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act after a public hearing for which notice was published in accordance with the Business Subsidy Act.

D. The Lender has held a duly noticed public hearing on the business subsidy provided as represented by the Loan and this Agreement constitutes a subsidy agreement under the Business Subsidy Act.

E. The Lender now makes the Loan to the Borrower subject to all of the terms and conditions of this Agreement.

ACCORDINGLY, to induce the Lender to make the Loan to the Borrower and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Loan Amount. Subject to and upon the terms and conditions of this Agreement, the Guidelines, the Application and the other Loan Documents, the Lender agrees to loan to the Borrower the sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00), or so much thereof as is disbursed to the Borrower in accordance with this Agreement. Proceeds of the Loan (the “Proceeds”) shall be disbursed in accordance with Section 3 hereof.

2. Repayment of Loan. The Loan shall be evidenced by the Note payable by the Borrower to the Lender. The interest rate on the principal amount outstanding on the Note shall be fixed at 4.75% per annum. The Note shall be repaid in accordance with the terms thereof. The Borrower may prepay the principal of the Note plus accrued interest thereon, in whole or in part, on any date, as set forth in the Note.

3. Disbursement of Loan Proceeds.

(a) The Proceeds shall be disbursed in a single lump sum on a reimbursement basis. Prior to disbursement, the Borrower shall have delivered the following to the Lender:

(i) Loan Documents. The Borrower having delivered to the Lender, without expense to the Lender, executed copies of the Loan Documents, together with evidence that the Mortgage has been or will be duly filed for record;

(ii) Cost Certificate. A sworn certificate detailing costs and sources of funds to be utilized for the Project (“Cost Certificate”) in a form acceptable to the Lender, showing an itemized breakdown of: (i) the source and amount of all Project funds; and (ii) of the total cost of the Project. At least 70% of the Project funds must come from a source other than the Loan;

(iii) Evidence of Payment and Lien Waivers. Evidence in the form of paid invoices, statements, or similar and accompanying lien waivers, if applicable, that are acceptable to the Lender, that the Borrower has paid costs of the Project in an amount at least equal to the amount of the Loan;

(iv) Financing. The Borrower having provided to the Lender copies of the Borrower’s primary lender documents;

(v) Borrower Documents. The Borrower having provided copies of the Borrower’s organizational documents, including, if applicable, articles of incorporation or articles of organization, a certificate of good standing issued by the Minnesota Secretary of State, an Employer Identification Number (EIN) certificate and evidence that the Borrower has a city, state, or federal license to do business or relevant professional license;

(vi) Insurance. The Borrower having delivered to the Lender a certificate or policy for all insurance required, under the terms hereof, to be maintained by the Borrower;

(vii) Fees. The Borrower having paid to the Lender a Loan origination fee of 1.50% of the Loan and all charges associated with the Loan, including, but not limited to: (i) Lender’s attorneys’ fees; and (ii) filing fees of any instruments required under this Agreement within 30 days of the Lender providing written notice to the Borrower of Lender’s costs;

(viii) Compliance with Laws, Etc. The Borrower shall have delivered to the Lender such evidence as the Lender may require as to the compliance of the Property with: (i) all applicable laws, codes, rules, regulations and ordinances, including, without limitation, those relative to environmental protection, protection of wetlands, building and zoning matters and the Americans with Disabilities Act; and (ii) the requirements of any restrictive covenants, conditions and restrictions; conditional use permit or planned unit development applicable to the Property; and

(ix) Resolutions. The Borrower shall have delivered to the Lender a copy of the resolutions of its board, duly certified by its company secretary, authorizing the execution, delivery,

and performance of, and the transactions contemplated by this Agreement and the Loan Documents;
and

(x) Title Insurance. The Borrower, at its sole expense, will cause a title insurance company qualified to do business in the State of Minnesota and acceptable to the Lender to deliver to the Lender the title insurer's commitment to issue a title insurance policy, ALTA Loan Policy, in the amount of \$65,000 effective as of the date of closing, ensuring to the Lender that:

1. The Borrower is the owner of the Property;
2. The Property is free and clear of all other liens, charges, and encumbrances except those disclosed in the Title Commitment and Attachments;
3. A Comprehensive Endorsement, a usury endorsement, a zoning endorsement, and an access endorsement are provided; and
4. The policy will be issued free and clear of the standard printed title exceptions and exceptions to coverage as shown in the Title Commitment, including (i) encroachments, boundary line disputes, and other matters which would be disclosed by an accurate survey; (ii) any state of facts that exists after the date of the Title Commitment; (iii) easements or claims of easements not disclosed by public records; (iv) rights or claims of parties in possession not shown by the public records; (v) any lien or right to a lien for services, labor, or material furnished prior to or after this Agreement, whether shown by the public records or otherwise; (vi) taxes and special assessments not shown as existing liens by public records; and (vii) free and clear of any other objections, encumbrances, or exceptions to title. The Lender will have ten (10) business days from the receipt of the Title Commitment to notify the Borrower of any defect in title or any other title related matter deemed unacceptable to the Lender. The Borrower will have twenty (20) business days from receipt of said notice from the Lender to cure the defect(s). If the Borrower is not able to cure said defects in that period, the Lender may, in its sole discretion, cancel this Agreement, and have no further obligation to the Borrower under this Agreement.

(b) Upon receipt by the Lender of the items required pursuant to this section hereof in the form and condition required therein, the Lender agrees to disburse the Proceeds to the Borrower in an amount not to exceed the lesser of (a) 30% of the total Project cost as evidenced by the Cost Certificate, or (b) the Loan amount.

4. Representations and Warranties. The Borrower warrants and represents to the Lender that:

(a) The Borrowers are each a limited liability company under the laws of Minnesota and are duly authorized and empowered to execute, deliver, and perform this Agreement and to borrow money from the Lender.

(b) The execution and delivery of this Agreement, and the performance by the Borrower of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Borrower.

(c) The execution and delivery of this Agreement has been duly executed and delivered by the

Borrower and constitutes its lawful and binding obligation, legally enforceable against it.

(d) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of the Proceeds and that any duly authorized representative of the Lender shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower pertaining to the Loan for 6 years after the date hereof. Upon request, the Borrower shall provide the Lender with their current balance sheets, statements of income and annual audited financial statements.

(e) The Borrower warrants that it has fully complied with all applicable local, state and federal laws and ordinances pertaining to its business, the Project and the Property, and will continue to comply throughout the terms of this Agreement. If at any time the Borrower receives notice of noncompliance from any governmental entity, the Borrower agrees to notify the Lender of such noncompliance and take any necessary action to comply with the local, state or federal requirement in question.

(f) The Borrower warrants that it will use the Proceeds solely for the costs of the Project.

(g) The Borrower warrants that it will not create, permit to be created, or allow to exist any liens, charges, or encumbrances prior to the obligation created by this Agreement, except as otherwise authorized in writing by the Lender. Anything above to the contrary notwithstanding, Borrower at its expense may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any such lien or encumbrance provided that (a) the collection thereof from the Borrower, the Lender and the Property shall be suspended during the period of such contest, (b) neither the Property nor any part thereof or interest therein would be in any danger, deemed substantial by the Lender, of being sold, forfeited or lost, and (c) the Lender shall be furnished such security, if any, as may be required in the contest or reasonably requested by the Lender. The Borrower shall give prompt written notice to the Lender of the commencement of any contest referred to in the preceding sentence.

(h) The Borrower will comply with all state and local laws pertaining to licensing, building codes, zoning, and environmental requirements. The Borrower represents that it does not have delinquent taxes, bills, fines or other charges due to the City. The Borrower represents and certifies that the Project is a conforming or legally nonconforming use under the current zoning regulations of the City.

(i) The Borrower shall promptly keep, perform and comply with all of the terms, covenants and conditions to be kept and performed by the Borrower, as required by the City and any other governmental body having jurisdiction over the Property; keep unimpaired the rights of the Borrower under any permit or agreement issued or made by the City or other governmental body having jurisdiction over the Property; and to enforce the prompt performance of all of the terms, covenants and conditions to be kept and performed by the City or other governmental body having jurisdiction over the Property, respectively, under any permits or agreements issued or made by the City or such other governmental bodies, and any contractors under all contracts obtained or held by the Borrower in connection with the operation of the Borrower's business.

(j) During the term of this Agreement, the Borrower shall procure and maintain or cause to be procured and maintained at its sole expense, casualty insurance, public liability insurance and such other types of insurance as are reasonably required by the Lender from time to time, with coverages and in amounts normally held by owners of property similar to the Property and with companies satisfactory to the Lender. The policy or policies or duly executed certificate or certificates for such insurance and renewals or replacements thereof shall be deposited with the Lender.

(k) No litigation, tax claims or governmental proceedings are pending or threatened against the

Borrower or the Property, and no judgment or order of any court or administrative agency is outstanding against the Borrower or the Property which would have a material adverse effect on the Borrower or the Property.

(l) Unless otherwise previously disclosed to the Lender in writing, the Borrower has not entered into or granted any security agreements or permitted the filing or attachment of any mortgage on the Property that would be prior or that may in any way be superior to the Lender's Mortgage. The Lender is aware that there is a first and second lien mortgage on the Property ahead of the Lender's Mortgage. To allow the Lender protect its interests and monitor its collateral, the Borrower shall allow the Lender to inquire about the status of the primary loan(s) throughout the term of this Agreement.

(m) The Borrower understands and agrees that the Lender is relying upon the above representations and warranties in extending the Loan to the Borrower. The Borrower further agrees that the foregoing representations and warranties shall be continuing in nature and shall remain in full force and effect until such time as the Loan and Note shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

(n) The Borrower shall at all times comply with the Guidelines.

(o) The Borrower shall not (a) engage in any business activities substantially different than those in which the Borrower is presently engaged; (b) cease operations, liquidate, merge or consolidate with any other entity; (c) sell, assign or transfer any of the assets of the Borrower which are related to the Borrower's business, except in the ordinary course of business; or (d) purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

(p) The Borrower shall cause to be filed a UCC financing statement for the Security Agreement.

5. Business Subsidy.

(a) Public Purpose. In order to satisfy the provisions of the Business Subsidy Act, the Borrower acknowledges and agrees that the amount of the "Business Subsidy" granted to the Borrower under this Agreement is the Loan, and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Borrower to undertake without the Business Subsidy due to the extraordinary costs of rehabbing the building and acquiring new equipment. The public purpose of the Business Subsidy is to increase the tax base of the City and the State, and increase jobs in the City and State (including construction jobs).

(b) Operation of Site. The Borrower shall operate the Project as a restaurant (the "Qualified Facility") for at least 5 years after the Benefit Date (defined hereinafter). The improvements will be a Qualified Facility as long as the Project is operated by the Borrower for the aforementioned qualified uses. During any period when the Project is vacant and not operated for the aforementioned qualified uses, the Project will not constitute a Qualified Facility.

(c) Job and Wage Goals. The "Benefit Date" of the assistance provided in this Agreement is the earlier of the date of issuance of the Certificate of Completion or the date the Project is occupied by Borrower. By or before the "Compliance Date", defined as the date two years after the Benefit Date, the Borrower shall (i) create at least 5 full-time jobs, new to Minnesota, permanent to the Property, and (ii) cause the hourly wage of all the jobs to be at least \$24.00 per hour, exclusive of benefits. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied despite the Borrower's continuing obligations under Section 5(b). The Lender may, after a public hearing, extend the Compliance Date by

up to one year, provided that nothing in this section will be construed to limit the Authority's legislative discretion regarding this matter.

(d) Remedies. If the Borrower fails to meet the goals described in Section 5(b) and 5(c), the Borrower shall repay to the Lender upon written demand from the Lender a "pro rata share" of the outstanding principal amount of the Loan together with interest on that amount at the implicit price deflator as provided in Section 116J.994, subd. 6 of the Business Subsidy Act, accrued from the date of substantial completion of the Project to the date of payment. The term "pro rata share" means percentages calculated as follows:

(i) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(ii) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(iii) if the failure relates to maintenance of the facility as a Qualified Facility in accordance with Section 5(b), 60 less the number of months of operation as a Qualified Facility (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as determined by the Lender, divided by 60; and

(iv) if more than one of clauses (i) through (iii) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the Lender's remedies under Section 7 hereof. In addition to the remedy described in this Section and any other remedy available to the Lender for failure to meet the goals stated in Section 5, the Borrower agrees and understands that it may not receive a business subsidy from the Lender or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Borrower satisfies its repayment obligation under this Section, whichever occurs first.

(e) Reports. The Borrower must submit to the Lender a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2026 and continuing until the later of (i) the date the goals stated in Section 5(b) and (c) are met; (ii) 30 days after expiration of the period described in Section 5(b); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 5(d). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The Lender will provide information to the Borrower regarding the required forms. If the Borrower fails to timely file any report required under this Section, the Lender will mail the Borrower a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

(f) Other assistance. Other than the loan provided pursuant to this Agreement, there are no other state or local government agencies providing financial assistance for the Project.

(g) Parent Corporation. The Borrower does not have a parent corporation.

6. Event of Default by Borrower. The following shall be Events of Default under this Agreement:

- (a) failure to pay any principal or interest on the Loan when due;
- (b) any representation or warranty made by the Borrower herein or in any document, instrument, or certificate given in connection with the Loan Documents that is false when made;
- (c) Failure by the Borrower to pay its debts as they become due, or if the Borrower makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within thirty (30) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within thirty (30) days of the appointment;
- (d) a garnishment summons or writ of attachment is issued against or served upon the Lender for the attachment of any property of the Borrower in the Lender's possession or any indebtedness owing to the Borrower, unless appropriate papers are filed by the Borrower contesting the same within thirty (30) days after the date of such service or such shorter period of time as may be reasonable in the circumstances;
- (e) any breach or failure of the Borrower to perform any other term or condition of this Agreement or the Loan Documents not specifically described as an Event of Default in this Agreement or the Loan Documents, and such breach or failure continues for a period of fifteen (15) days after the Lender has given written notice to the Borrower specifying such default or breach, unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and is being diligently pursued until the Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder);
- (f) the Borrower takes any of the actions set forth in Section 9 hereof; and
- (g) any breach by Borrower of any other agreement between Borrower and Lender, or Borrower and the City.

7. Lender's Remedies upon Borrower's Default. Upon an Event of Default by the Borrower and after provision by the Lender of written notice, if the Borrower has failed to remedy such default within the period specified above, the Lender shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

- (a) declare the principal amount of the Loan and any accrued interest thereon to be immediately due and payable upon providing written notice to the Borrower;
- (b) suspend its performance under this Agreement;
- (c) take any action provided for at law to enforce compliance by the Borrower with the terms of

this Agreement and the Note;

- (d) foreclose on the Mortgage;
- (e) exercise its remedies under the Mortgage; and
- (f) exercise its remedies under the Personal Guaranty.

In addition to any other amounts due on the Loan, and without waiving any other right of the Lender under any this Agreement or any other instrument securing the Loan applicable documents, the Borrower shall pay to the Lender a late fee of \$250 for any payment not received in full by the Lender within 16 calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to the Lender, and all such interest will be due and payable at the same time as the amount on which it has accrued.

8. Lender's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by the Lender, the Borrower shall pay or reimburse the Lender for all expenses, including all attorneys' fees and expenses incurred by the Lender in connection with the enforcement of this Agreement, the Loan Documents and the Note, or in connection with the protection or enforcement of the interests and collateral security of the Lender in any litigation or bankruptcy or insolvency proceeding or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

9. Early Repayment. The Loan will be immediately due and payable if:

- (a) the Borrower or its owners sells or otherwise transfers any or part of his/her interest in the Property;
- (b) the Borrower fails to comply with the Guidelines; or
- (c) the Borrower ceases operations, reduces services or significantly alters the Project.

10. Indemnification.

(a) The Borrower shall and does hereby agree to protect, defend, indemnify, and hold the Lender and the City, and their respective officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) Should the Lender or the City, or their respective officers, agents, or employees, incur any such liability or be required to defend against any claims or demands pursuant to Section 10, or should a judgment be entered against the Lender, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and the Borrower shall reimburse the Lender for the same immediately upon demand, and upon the failure of the Borrower to do so, the Lender may declare the Loan immediately due and payable.

(c) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and payment of any indebtedness to the Lender. The

Borrower waives notice of the acceptance of this Agreement by the Lender.

(d) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which the Lender is entitled under law.

11. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by the Borrower and the Lender. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

(b) Assignment. This Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. All rights and powers specifically conferred upon the Lender may be transferred or delegated by the Lender to any of its successors and assigns. The Borrower's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by the Lender.

(c) Governing Law. This Agreement is made and shall be governed in all respects by the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(d) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, first-class mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To Lender: City of Monticello Economic Development Authority
505 Walnut Street, Suite 1
Monticello, MN 55362
Attn: Executive Director

To Borrower: Sperr Properties, LLC
9277 Edmonson Ave NE #232
Monticello, MN 55362

(f) Termination. If the Loan is not disbursed pursuant to this Agreement within 180 days of approval of the Loan by the Board of the Commissioners of the Lender (the "Board"), this Agreement shall terminate and neither party shall have any further obligation to the other, except that if the Loan is not disbursed because the Borrower has failed to use its best efforts to comply with the conditions set forth in Section 3 of this Agreement then the Borrower shall pay to the Lender all reasonable attorneys' fees, costs, and expenses incurred by the Lender in connection with this Agreement, the Loan Documents, and the Note. The 180 days may be extended up to an additional 120 days if an extension request is (i) received at least 30 days prior to the expiration of the 180 days and (ii) approved by the Board.

Provided the Loan is disbursed within the required timeframe, this Agreement shall terminate on

the later of the Maturity Date (as defined in the Note) or the date that the Loan has been paid in full (the “Termination Date”). Notwithstanding anything herein to the contrary, the indemnification provisions provided in Section 10 hereof shall not terminate on the Termination Date.

(g) Entire Agreement. This Agreement, together with any exhibits attached hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Loan.

(h) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

(i) Recording of Documents. The Mortgage shall be recorded with the county on which the Property is located and all costs of such recording shall be paid by the Borrower.

(j) Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(k) Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Borrower’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

(l) Accounting and Records. The Borrower agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all funds received under this Agreement. Such accounts and records shall be kept and maintained by the Borrower for a period of six (6) years following the Termination Date. Accounting methods shall be in accordance with generally accepted accounting principles.

(m) Audits. The accounts and records of the Borrower described in paragraph (l) above shall be audited in the same manner as all other accounts and records of the Borrower and may, for a period of six (6) years following the Termination Date, be inspected on the Borrower’s premises by the Authority or individuals or organizations designated by the Authority, upon reasonable notice thereof to the Borrower. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the day and year first written above.

LENDER:

**CITY OF MONTICELLO ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

President

By: _____

Executive Director

**[SIGNATURE PAGE TO LOAN AGREEMENT – CITY OF MONTICELLO ECONOMIC
DEVELOPMENT AUTHORITY]**

BORROWER:

SPERR PROPERTIES, LLC, a Minnesota limited liability company

By _____
Its _____

L&L HOMESTYLE CAFE, LLC, a Minnesota limited liability company

By _____
Its _____

MORTGAGE

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$65,000.

THIS MORTGAGE (the "Mortgage") made as of the 11th day of February, 2026 by SPERR PROPERTIES, LLC, a Minnesota limited liability company (collectively, the "Borrower"), in favor of the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and a political subdivision of the State of Minnesota (the "Lender").

WITNESSETH:

The Borrower owes the Lender the principal sum of SIXTY-FIVE THOUSAND DOLLARS AND NO/100 (\$65,000), which debt is evidenced by a Promissory Note of even date herewith (the "Note"), with a maturity date of March 1, 2036, the terms and conditions of which are incorporated herein. This Mortgage secures to the Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums, with interest thereon, advanced to protect the security of this Mortgage; (c) the performance of the Borrower's covenants and agreements under this Mortgage and the Note; and (d) is subject to the terms and conditions of that certain Loan Agreement of even date herewith (the "Loan Agreement"), between the Borrower and the Lender. For this purpose, the Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the real property located in Wright County, Minnesota and legally described in the **Exhibit A** attached hereto, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

THE BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for those encumbrances of record previously disclosed in writing to the Lender, including those in Section 2 hereof. The Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

The Borrower and the Lender agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES. The Borrower shall promptly pay when due the principal of and accrued interest on the debt evidenced by the Note and any late charges due under the Note or the Loan Agreement.

2. SUBORDINATION. This Mortgage is subordinate to the Mortgage given by the Borrower to North Star Bank, dated November 14, 2025 and recorded with the County Recorder as document number A-1589850 on November 17, 2025.

3. CHARGES; LIENS. The Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. The Borrower shall pay these obligations on time directly to the person owed payment.

The Borrower shall promptly discharge any lien which has priority over this Mortgage, notwithstanding those named in Section 2 hereof, unless the Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner reasonably acceptable to the Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Mortgage. If the Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, other than those named in Section 2 hereof, the Lender may give the Borrower a notice identifying the lien. The Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

4. HAZARD OR PROPERTY INSURANCE. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and any other hazards for which the Lender requires insurance for full replacement value of the improvements. This insurance shall be maintained in the amounts and for the periods that the Lender reasonably requires. The insurance carrier providing the insurance shall be chosen by the Borrower. If the Borrower fail to maintain coverage described above, the Lender may, at the Lender's option, obtain coverage to protect the Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be reasonably acceptable to the Lender and shall include a standard mortgage clause. If the Lender requires, the Borrower shall promptly give to the Lender all receipts of paid premiums and renewal notices. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

If under Section 16 the Property is acquired by the Lender, the Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

5. PROTECTION OF THE PROPERTY. The Borrower shall keep the property in good repair and shall not destroy or damage the Property or commit waste on or permit impairment or deterioration of the Property. The Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or the Lender's security interest. The Borrower may cure such a default and reinstate, as provided in Section 14, by causing the action or proceeding to be dismissed with a ruling that, in the Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Mortgage or the Lender's security interest. The Borrower shall also be in default if the Borrower gave materially false or inaccurate information or statements to the Lender in connection with the loan evidenced by the Note.

6. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may

significantly affect the Lender's rights in the Property (such as a proceeding in bankruptcy, condemnation, or forfeiture), the Lender may do and pay for whatever is necessary to protect the value of the Property and the Lender's rights in the Property. The Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although the Lender may act under this Section 6, the Lender is not required to do so.

Any amounts disbursed by the Lender under this paragraph 5 shall become additional debt of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at a rate equal to the interest rate on the Note and shall be payable, with interest, upon notice from the Lender to the Borrower requesting payment.

7. INSPECTION. The Lender or its agent may make reasonable entries upon and inspections of the Property upon reasonable notice to the Borrower.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to the Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, if any, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the Borrower and the Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

9. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by the Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Lender and the Borrower.

11. LOAN CHARGES. If the loan secured by this Mortgage is or becomes subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the Borrower which exceeded permitted limits will be refunded to the Borrower. The Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

12. NOTICES. Any notice to the Borrower provided for in this Mortgage shall be given by delivering it personally or by mailing it by first class United States mail, postage prepaid, return receipt requested. The notice shall be directed to the Borrower at 9277 Edmonson Avenue NE, #232, Monticello, MN 55362, or any other address the Borrower designates by notice to the Lender. Any notice to the Lender

shall be given or mailed to 505 Walnut Street, Suite 1, Monticello, Minnesota 55362, or any other address the Lender designates by notice to the Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given as provided in this paragraph.

13. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the state of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

14. BORROWER'S RIGHT TO REINSTATE. If the Borrower meets certain conditions, the Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that the Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by the Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

15. HAZARDOUS SUBSTANCES. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property, except those solvents, oils, cleaning materials, and other substances as are used in the ordinary course of the Borrower's business. The Borrower shall not do, and will use its best efforts not to allow anyone else to do, anything affecting the Property that is in violation of any environmental law.

The Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which the Borrower have actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with that environmental law.

As used in this Section 15, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 15, "environmental law" means federal or state laws that relate to environmental protection.

16. ACCELERATION; REMEDIES. The Lender shall give notice to the Borrower prior to acceleration following the Borrower's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower by which the default must be cured, provided, however, if the Borrower are diligently pursuing a cure, the Borrower shall have such additional time as is reasonably necessary to complete the cure; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and sale. If the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of any sums secured by this Mortgage without further demand and may invoke the power of sale and

any other remedies permitted by law. The Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 16, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, the Lender shall cause a copy of a notice of sale to be served upon any person in possession of the Property. The Lender shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by law. The Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

17. RELEASE OF MORTGAGE. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to the Borrower. The Borrower shall pay any recordation costs.

18. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If the Borrower sells or conveys all or any part of the Property or any interest in the Property (or if a beneficial interest in any the Borrower is sold or transferred and the Borrower is not a national person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage; provided, however, that if the Lender requires the immediate payment in full of all sums secured by this Mortgage, then the Borrower may, in its sole discretion, elect to convey title to the Property to the Lender and, in that event, the Lender shall forgive the unpaid balance of all sums secured by this Mortgage and release the Borrower from this Mortgage, the Note, the Personal Guaranty and the Loan Agreement, without further liability. However, the Lender shall not exercise its option if such exercise is prohibited by federal or state law as of the date of this Mortgage.

If the Lender exercises such option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Mortgage or elect to convey title to the Property to the Lender in lieu of such accelerated payment. If the Borrower fails to pay these sums or to elect to convey title to the Lender prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

19. ADDITIONAL COVENANTS. The Borrower covenants: (a) to warrant title to the Property, (b) to pay all other mortgages, liens, charges or encumbrances against the Property as and when they become due, (c) to pay the indebtedness of the Note as herein provided, (d) to pay all real estate taxes on the Property (e) that the Property shall be kept in repair and no waste shall be committed as provided in Paragraph 5, (f) that the Borrower shall keep any buildings on the Property insured against loss by fire and other hazards for at least the sum of the full insurable value of the Property for the protection of the Lender as provided in Paragraph 4; and (g) that the whole of the principal sum shall become due after default in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Lender; provided, however, that if the Lender declares such a default and requires payment in full of all sums secured by this Mortgage, then Borrower may, in its sole discretion, elect to convey title to the Property to the Lender and, in that event, the Lender shall forgive the unpaid balance of all sums secured by this Mortgage and release the Borrower from its obligations under this Mortgage, the Note, the Personal Guaranty and the Loan Agreement, without further liability.

(The remainder of this page is intentionally blank.)

IN TESTIMONY WHEREOF, Borrower has hereunto set its hand the day and year first above written.

SPERR PROPERTIES, LLC, a Minnesota limited liability company

By _____
Its _____

STATE OF MINNESOTA)

COUNTY OF _____)

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be _____, the _____ of Sperr Properties, LLC a Minnesota limited liability company, and executed the within instrument on behalf of such limited liability company.

Notary Public

EXHIBIT A

Legal Description of Property

That property located in the City of Monticello, Wright County, Minnesota and legally described as follows:

Lot 15 of Block 35 Monticello, except a strip of land on the East side of thereof 8 1/2 feet in width, front and rear, running 165 feet being the full depth of said lot, according to the plat thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

Abstract Property

PROMISSORY NOTE

\$65,000

February 11, 2026

FOR VALUE RECEIVED, the undersigned, SPERR PROPERTIES, LLC and L&L HOMESTYLE CAFÉ, LLC, each a Minnesota limited liability company (collectively, the "Borrower"), for value received, hereby, jointly and severally, promise to pay to the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of Minnesota (the "Lender") (Lender and any holder of this Note from time to time are each hereinafter sometimes referred to as "Holder"), at 505 Walnut Street, Suite 1, Monticello, Minnesota 55362, or such other place as may be designated from time to time in writing by the Holder hereof, the principal sum of SIXTY-FIVE THOUSAND and no/100ths Dollars (\$65,000) or so much thereof as may be advanced under this Note (the "Loan"), pursuant to the terms of a Loan Agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement"), together with interest thereon at the rate of 4.75% per annum from the date of this Promissory Note (the "Note"), in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. The principal and interest of this Note is payable as follows:

1. Interest at the rate of 4.75% per annum shall accrue on the principal amount outstanding on the Note. The Borrower shall make level payments of principal and interest beginning on March 1, 2026 (the "Initial Payment Date"), and continue on the first day of each and every month thereafter until paid in full. Such payments shall fully amortize the principal and interest over ten (10) years; provided that the final payment of unpaid principal and interest shall be due and payable on March 1, 2036 (the "Maturity Date").

2. The Borrower may prepay the principal of the Note plus accrued interest thereon, in whole or in part, on any date without premium or penalty.

3. In addition to any other amounts due on the Loan Amount, and without waiving any other right of Lender under the Loan Documents, Borrower shall pay to Lender a late fee of \$250.00 for any payment not received in full by Lender within 16 calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to Lender, and all such interest will be due and payable at the same time as the amount on which it has accrued.

4. This Note evidences the Loan and is given pursuant to the Loan Agreement. The repayment of this Note is secured by the Mortgage, the Security Agreement, and the Personal Guaranty.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, the Mortgage, the Security Agreement, the Personal Guaranty or any other instrument securing this Note are hereby 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. It is agreed that time is of the essence of this Note. If an Event of Default occurs hereunder, under the Loan Agreement or any other instrument securing this Note, then Lender may at its right and option, pursuant to a notice of default, declare immediately due and payable the principal balance of this Note and interest accrued thereon, together with any costs of collection including attorney fees incurred by Lender in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Loan Agreement.

5. The remedies of the Lender as provided herein, and in the Loan Agreement, the Security Agreement, the Mortgage, the Personal Guaranty, or any other instrument securing this Note shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of

the Lender, may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender shall 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 Lender and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

6. The obligations of the Borrower hereunder are unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Lender, the City, or any government body or other person.

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

8. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws of the State of Minnesota.

9. The obligation of each Borrower hereunder is joint and several.

10. IT IS HEREBY 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.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the _____
day of _____, 2026.

SPERR PROPERTIES, LLC, a Minnesota limited
liability company

By _____
Its _____

L&L HOMESTYLE CAFE, LLC, a Minnesota limited
liability company

By _____
Its _____

[SIGNATURE PAGE FOR PROMISSORY NOTE]

PERSONAL GUARANTY

LARRY SPERR

Monticello, Minnesota

February 11, 2026

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic (the "Lender"), to or for the account of Sperr Properties, LLC and L&L Homestyle Café, LLC, each a limited liability company (collectively, the "Borrower"), the undersigned (the "Guarantor") absolutely and unconditionally guaranty to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Borrower (and any and all successors of the Borrower) to the Lender, now or hereafter existing including the that certain Promissory Note of even date herewith, in the original aggregate principal amount of \$65,000.00, executed and delivered by the Borrower to the Lender, in accordance with the terms of the Loan Agreement, of even date herewith, between the Borrower and the Lender, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Borrower (and any and all successors of the Borrower) as a member of any partnership, syndicate, association or other group, and whether incurred by the Borrower (or any successor of the Borrower) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the "Indebtedness"); and the Guarantor agrees to pay on demand all of the Lender's fees, costs, expenses and reasonable attorneys' fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The Lender may at any time and from time to time, without consent of or notice to the Guarantor, without incurring responsibility to the Guarantor, without releasing, impairing or affecting the liability of the Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Borrower, the Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Guarantor hereunder, and the Guarantor waives any and all defenses of the Borrower pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Guarantor hereunder. This guaranty is a primary obligation of the Guarantor and the Lender shall not be required to first resort for payment of the Indebtedness to the Borrower or any other person, its properties or estates, or any security or other rights or remedies whatsoever. The

Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor to the Lender, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the Lender to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Borrower or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor hereunder. The Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Guarantor against the Lender in connection with this guaranty shall be venued in either the District Court of Benton County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Guarantor, now or hereafter in the possession, control or custody of or in transit to the Lender for any purpose, including without limitation the balance of every account of the Guarantor with and each claim of the Guarantor against the Lender, shall be subject to a lien and security interest in favor of the Lender, as security for all liabilities of the Guarantor to the Lender, and shall be subject to be set off against any and all such liabilities, and the Lender may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Guarantor agrees to promptly provide the Lender from time to time with financial statements of the Guarantor, in form and substance acceptable to the Lender, at least once every 12 months and as otherwise requested by the Lender. The Guarantor agrees to promptly provide the Lender from time to time with such other information respecting the condition (financial and otherwise), business and property of the Guarantor as the Lender may request, in form and substance acceptable to the Lender.

The Guarantor waives all claims, rights and remedies which the Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Guarantor in the Borrower; provided, nothing contained in this guaranty shall deprive the Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Borrower. No delay or failure by the Lender in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the Lender or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of

revocation of this guaranty, executed by the Guarantor, has been received by the Lender; provided, no revocation of this guaranty shall affect in any manner any liability of the Guarantor under this guaranty with respect to Indebtedness arising before the Lender receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Guarantor and the heirs, representatives, successors and assigns of the Guarantor, and of each of them respectively, and shall benefit the Lender, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

Agrees that the Lender shall not be required to first resort for payment to the Borrower or any other person, corporation or entity, or their properties or estate, or any other right or remedy whatsoever, prior to enforcing this Guaranty.

Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (I) the validity, regularity or enforceability or the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Borrower; or (2) any event or any conduct or action of the Borrower or the Lender or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

The Guarantor is an owner of the Borrower and the Guarantor acknowledges and agrees that the Indebtedness is being utilized by the Borrower to finance a portion of the costs related to the interior building renovations and the purchase of restaurant equipment located at 154 Walnut Street in the City (the "Property"), and such business improvements will materially financially benefit the Guarantor and, therefore, the Guarantor's obligations under this Guaranty are proper, valid and enforceable.

The Guarantor agrees to deliver to the Lender: (i) on or before the earlier of thirty (30) days after its completion or one hundred twenty (120) days following each calendar year, the signed personal financial statement of the Guarantor, in a form acceptable to Lender and dated as of December 31st of the immediately preceding year, which financial statement presents the financial condition (including all guaranty and other contingent obligations) of the Guarantor as of such date; and (ii) as soon as available, but in no event later than their required filing, the federal income tax return, including all schedules and forms, for the applicable year for the Guarantor. In addition, Guarantor agrees with reasonable promptness, to provide to Lender such further information regarding the business, operations, affairs and financial and other condition of the Guarantor as the Lender may reasonably request.

The Guarantor warrants and represents to the Lender as follows:

a. Enforceability. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

b. Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), property or

assets of the Guarantor, or which would question total validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform his or her obligations hereunder or thereunder.

c. Default. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which he or she is a party or by which he or she or his or her property is bound or affected.

d. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished or such notice has been given prior to the date hereof.

e. Taxes. Guarantor has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings and none of them has any information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

THE GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE GUARANTOR HAS READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

Larry Sperr

PERSONAL GUARANTY

LOGAN SPERR

Monticello, Minnesota

February 11, 2026

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic (the "Lender"), to or for the account of Sperr Properties, LLC and L&L Homestyle Café, LLC, each a limited liability company (collectively, the "Borrower"), the undersigned (the "Guarantor") absolutely and unconditionally guaranty to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Borrower (and any and all successors of the Borrower) to the Lender, now or hereafter existing including the that certain Promissory Note of even date herewith, in the original aggregate principal amount of \$65,000.00, executed and delivered by the Borrower to the Lender, in accordance with the terms of the Loan Agreement, of even date herewith, between the Borrower and the Lender, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Borrower (and any and all successors of the Borrower) as a member of any partnership, syndicate, association or other group, and whether incurred by the Borrower (or any successor of the Borrower) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the "Indebtedness"); and the Guarantor agrees to pay on demand all of the Lender's fees, costs, expenses and reasonable attorneys' fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The Lender may at any time and from time to time, without consent of or notice to the Guarantor, without incurring responsibility to the Guarantor, without releasing, impairing or affecting the liability of the Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Borrower, the Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Guarantor hereunder, and the Guarantor waives any and all defenses of the Borrower pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Guarantor hereunder. This guaranty is a primary obligation of the Guarantor and the Lender shall not be required to first resort for payment of the Indebtedness to the Borrower or any other person, its properties or estates, or any security or other rights or remedies whatsoever. The

Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor to the Lender, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the Lender to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Borrower or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor hereunder. The Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Guarantor against the Lender in connection with this guaranty shall be venued in either the District Court of Benton County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Guarantor, now or hereafter in the possession, control or custody of or in transit to the Lender for any purpose, including without limitation the balance of every account of the Guarantor with and each claim of the Guarantor against the Lender, shall be subject to a lien and security interest in favor of the Lender, as security for all liabilities of the Guarantor to the Lender, and shall be subject to be set off against any and all such liabilities, and the Lender may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Guarantor agrees to promptly provide the Lender from time to time with financial statements of the Guarantor, in form and substance acceptable to the Lender, at least once every 12 months and as otherwise requested by the Lender. The Guarantor agrees to promptly provide the Lender from time to time with such other information respecting the condition (financial and otherwise), business and property of the Guarantor as the Lender may request, in form and substance acceptable to the Lender.

The Guarantor waives all claims, rights and remedies which the Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Guarantor in the Borrower; provided, nothing contained in this guaranty shall deprive the Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Borrower. No delay or failure by the Lender in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the Lender or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of

revocation of this guaranty, executed by the Guarantor, has been received by the Lender; provided, no revocation of this guaranty shall affect in any manner any liability of the Guarantor under this guaranty with respect to Indebtedness arising before the Lender receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Guarantor and the heirs, representatives, successors and assigns of the Guarantor, and of each of them respectively, and shall benefit the Lender, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

Agrees that the Lender shall not be required to first resort for payment to the Borrower or any other person, corporation or entity, or their properties or estate, or any other right or remedy whatsoever, prior to enforcing this Guaranty.

Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (I) the validity, regularity or enforceability or the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Borrower; or (2) any event or any conduct or action of the Borrower or the Lender or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

The Guarantor is an owner of the Borrower and the Guarantor acknowledges and agrees that the Indebtedness is being utilized by the Borrower to finance a portion of the costs related to the interior building renovations and the purchase of restaurant equipment located at 154 Walnut Street in the City (the "Property"), and such business improvements will materially financially benefit the Guarantor and, therefore, the Guarantor's obligations under this Guaranty are proper, valid and enforceable.

The Guarantor agrees to deliver to the Lender: (i) on or before the earlier of thirty (30) days after its completion or one hundred twenty (120) days following each calendar year, the signed personal financial statement of the Guarantor, in a form acceptable to Lender and dated as of December 31st of the immediately preceding year, which financial statement presents the financial condition (including all guaranty and other contingent obligations) of the Guarantor as of such date; and (ii) as soon as available, but in no event later than their required filing, the federal income tax return, including all schedules and forms, for the applicable year for the Guarantor. In addition, Guarantor agrees with reasonable promptness, to provide to Lender such further information regarding the business, operations, affairs and financial and other condition of the Guarantor as the Lender may reasonably request.

The Guarantor warrants and represents to the Lender as follows:

a. Enforceability. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

b. Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), property or

assets of the Guarantor, or which would question total validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform his or her obligations hereunder or thereunder.

c. Default. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which he or she is a party or by which he or she or his or her property is bound or affected.

d. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished or such notice has been given prior to the date hereof.

e. Taxes. Guarantor has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings and none of them has any information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

THE GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE GUARANTOR HAS READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

Logan Sperr

PERSONAL GUARANTY

MARK SPERR

Monticello, Minnesota

February 11, 2026

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic (the "Lender"), to or for the account of Sperr Properties, LLC and L&L Homestyle Café, LLC, each a limited liability company (collectively, the "Borrower"), the undersigned (the "Guarantor") absolutely and unconditionally guaranty to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Borrower (and any and all successors of the Borrower) to the Lender, now or hereafter existing including the that certain Promissory Note of even date herewith, in the original aggregate principal amount of \$65,000.00, executed and delivered by the Borrower to the Lender, in accordance with the terms of the Loan Agreement, of even date herewith, between the Borrower and the Lender, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Borrower (and any and all successors of the Borrower) as a member of any partnership, syndicate, association or other group, and whether incurred by the Borrower (or any successor of the Borrower) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the "Indebtedness"); and the Guarantor agrees to pay on demand all of the Lender's fees, costs, expenses and reasonable attorneys' fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The Lender may at any time and from time to time, without consent of or notice to the Guarantor, without incurring responsibility to the Guarantor, without releasing, impairing or affecting the liability of the Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Borrower, the Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Guarantor hereunder, and the Guarantor waives any and all defenses of the Borrower pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Guarantor hereunder. This guaranty is a primary obligation of the Guarantor and the Lender shall not be required to first resort for payment of the Indebtedness to the Borrower or any other person, its properties or estates, or any security or other rights or remedies whatsoever. The

Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor to the Lender, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the Lender to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Borrower or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor hereunder. The Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Guarantor against the Lender in connection with this guaranty shall be venued in either the District Court of Benton County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Guarantor, now or hereafter in the possession, control or custody of or in transit to the Lender for any purpose, including without limitation the balance of every account of the Guarantor with and each claim of the Guarantor against the Lender, shall be subject to a lien and security interest in favor of the Lender, as security for all liabilities of the Guarantor to the Lender, and shall be subject to be set off against any and all such liabilities, and the Lender may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Guarantor agrees to promptly provide the Lender from time to time with financial statements of the Guarantor, in form and substance acceptable to the Lender, at least once every 12 months and as otherwise requested by the Lender. The Guarantor agrees to promptly provide the Lender from time to time with such other information respecting the condition (financial and otherwise), business and property of the Guarantor as the Lender may request, in form and substance acceptable to the Lender.

The Guarantor waives all claims, rights and remedies which the Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Guarantor in the Borrower; provided, nothing contained in this guaranty shall deprive the Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Borrower. No delay or failure by the Lender in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the Lender or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of

revocation of this guaranty, executed by the Guarantor, has been received by the Lender; provided, no revocation of this guaranty shall affect in any manner any liability of the Guarantor under this guaranty with respect to Indebtedness arising before the Lender receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Guarantor and the heirs, representatives, successors and assigns of the Guarantor, and of each of them respectively, and shall benefit the Lender, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

Agrees that the Lender shall not be required to first resort for payment to the Borrower or any other person, corporation or entity, or their properties or estate, or any other right or remedy whatsoever, prior to enforcing this Guaranty.

Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (I) the validity, regularity or enforceability or the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Borrower; or (2) any event or any conduct or action of the Borrower or the Lender or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

The Guarantor is an owner of the Borrower and the Guarantor acknowledges and agrees that the Indebtedness is being utilized by the Borrower to finance a portion of the costs related to the interior building renovations and the purchase of restaurant equipment located at 154 Walnut Street in the City (the "Property"), and such business improvements will materially financially benefit the Guarantor and, therefore, the Guarantor's obligations under this Guaranty are proper, valid and enforceable.

The Guarantor agrees to deliver to the Lender: (i) on or before the earlier of thirty (30) days after its completion or one hundred twenty (120) days following each calendar year, the signed personal financial statement of the Guarantor, in a form acceptable to Lender and dated as of December 31st of the immediately preceding year, which financial statement presents the financial condition (including all guaranty and other contingent obligations) of the Guarantor as of such date; and (ii) as soon as available, but in no event later than their required filing, the federal income tax return, including all schedules and forms, for the applicable year for the Guarantor. In addition, Guarantor agrees with reasonable promptness, to provide to Lender such further information regarding the business, operations, affairs and financial and other condition of the Guarantor as the Lender may reasonably request.

The Guarantor warrants and represents to the Lender as follows:

a. Enforceability. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

b. Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), property or

assets of the Guarantor, or which would question total validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform his or her obligations hereunder or thereunder.

c. Default. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which he or she is a party or by which he or she or his or her property is bound or affected.

d. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished or such notice has been given prior to the date hereof.

e. Taxes. Guarantor has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings and none of them has any information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

THE GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE GUARANTOR HAS READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

Mark Sperr

SECURITY AGREEMENT

This SECURITY AGREEMENT (“Agreement”) is made to be effective as of February __, 2026, by SPERR PROPERTIES, LLC, a Minnesota limited liability company (“Grantor”) and the MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the “Secured Party”).

AGREEMENT

In consideration of the above recitals, and the promises set forth in this Agreement, the parties agree as follows:

1. OBLIGATIONS. “Obligations” means collectively each debt, liability and obligation of every type and nature which the Grantor may now or at any time hereafter owe to Secured Party (including without limitation the obligations of the Grantor created under the loan agreement (the “Loan Agreement”) and the promissory note of the Grantor to Secured Party in the amount of \$65,000.00 of even date herewith and all amendments, replacements, restatements, and substitutions therefor), whether now existing or hereafter created or arising, and whether direct or indirect, due or to become due, absolute or contingent, and the repayment or performance of any of the foregoing if any such payment or performance is at any time avoided, rescinded, set aside, or recovered from or repaid by Secured Party, in whole or in part, in any bankruptcy, insolvency, or similar proceeding instituted by or against the Grantor or any other guarantor of any Obligation, or otherwise, including but not limited to all principal, interest, fees, expenses and other charges.
2. COLLATERAL. “Collateral” means collectively all of the personal property of the Grantor and personal property in which the Grantor has rights, now owned or hereafter acquired, and located at or arising out of that certain real property located at 154 W Broadway Street, Monticello, MN, including, but not limited to: All machinery, inventory, equipment, furniture, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the

foregoing property (the “Collateral”). The term Collateral shall also include (a) accessions, additions and improvements to, replacements of, and substitutions for any of the foregoing; (b) all products and proceeds of any of the foregoing; and (c) books, records and data in any form relating to any of the foregoing.

3. SECURITY INTEREST. The Grantor grants to Secured Party a security interest (“Security Interest”) in the Collateral to secure the payment and performance of the Obligations. The Security Interest continues in effect until this Agreement is terminated in writing by Secured Party.
4. REPRESENTATIONS, WARRANTIES AND COVENANTS. The Grantor represents, warrants and agrees that:
 - 4.1. Principal Office/Residence. The Grantor’s chief executive office/residence is located at 9277 Edmonson Ave NE #232, Monticello, MN 55362. The Grantor must give Secured Party written notice prior to any change in the location of the Grantor’s principal office/residence.
 - 4.2. Organization; Authority. The Grantor is a limited liability company, duly organized, existing and in good standing under the laws of the state and of its organization and has full power and authority to enter into this Agreement. The Grantor’s state of organization/residence is Minnesota and its exact legal name is as set forth on the signature page to this Agreement. The Grantor will not change its state of organization, form of organization or name without Secured Party’s prior written consent.
 - 4.3. Perfection of Security Interest. The Grantor will execute and deliver, and irrevocably appoints Secured Party (which appointment is coupled with an interest) the Grantor’s attorney-in-fact to execute and deliver in the Grantor’s name, all financing statements (including, but not limited to, amendments, terminations and terminations of other security interests in any of the Collateral), control agreements and other agreements which Secured Party may at any time reasonably request in order to secure, protect, perfect, collect or enforce the Security Interest, the Grantor shall, at any time and from time to time, take such steps as Secured Party may reasonably request for Secured Party: (i) to obtain an acknowledgement, in form and substance reasonably satisfactory to Secured Party, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Secured Party; and (ii) otherwise to ensure the continued perfection and priority of the Security Interest in any of the Collateral and the preservation of the rights of Secured Party therein.
 - 4.4. Enforceability of Collateral. To the extent the Collateral consists of accounts, instruments, documents, chattel paper, letter-of-credit rights, letters of credit or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, complies with applicable laws concerning form, content and manner of

preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

- 4.5. Title to Collateral. The Grantor holds good and marketable title to the Collateral free of all security interests and encumbrances other than the permitted encumbrances identified on Exhibit A attached hereto. The Grantor will keep the Collateral free of all security interests and encumbrances except for the Mortgage given to [_____] in the amount of \$[_____]. The Grantor will defend Secured Party's rights in the Collateral against the claims and demands of all other persons.
- 4.6. Collateral Location. Other than inventory in transit equipment used in the performance of contracts, and motor vehicles in use, all tangible Collateral shall be located at the Grantor's address set forth at the beginning of this Agreement, and no such Collateral shall be located at any other address without the prior written consent of the Secured Party.
- 4.7. Collateral Use. The Grantor must use the Collateral only for business purposes. The Grantor must not use or keep any Collateral for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- 4.8. Maintenance of Collateral. The Grantor must maintain all tangible Collateral in good condition and repair. The Grantor must not commit or permit damage to or destruction of any of the Collateral. The Grantor must give Secured Party prompt written notice of any material loss of or damage to any tangible Collateral and of any other happening or event that materially affects the existence, value or amount of the Collateral.
- 4.9. Disposition of Collateral. The Grantor must not sell or otherwise dispose of any Collateral or any interest in any Collateral without the prior written consent of Secured Party, except that until the occurrence of an Event of Default (as defined in Section 5 below), the Grantor may sell any inventory constituting Collateral in the ordinary course of the Grantor's business at prices constituting the fair market value thereof. For purposes of this Agreement, a transfer in partial or total satisfaction of a debt, obligation or liability shall not constitute a sale or lease in the ordinary course of business. In addition, the Grantor may dispose of Collateral which is obsolete or inoperative equipment, provided such equipment is replaced by Grantor and the replacement equipment is subject to the Security Interest in favor of Secured Party in the same lien priority as the Security Interest in the equipment which was disposed of.
- 4.10. Taxes, Assessments and Liens. The Grantor must promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral.

- 4.11. Records; Access. The Grantor must keep accurate and complete records pertaining to the Collateral and to the Grantor's business and financial condition and will submit to Secured Party all reports regarding the Collateral and the Grantor's business and financial condition as and when Secured Party may reasonably request. During normal business hours, the Grantor must permit Secured Party and its representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy the Grantor's books and records relating to the Collateral and the Grantor's business and financial condition.
- 4.12. Insurance. The Grantor must keep all tangible Collateral insured against risks of fire (including so-called extended coverage), theft and other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest. The Grantor assigns to Secured Party all money due or to become due with respect to, and all other rights of the Grantor with respect to, all insurance concerning the Collateral and the Grantor directs the issuer of any such insurance to pay all such money directly to Secured Party.
- 4.13. Collection Costs. The Grantor must reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other expenses incurred by Secured Party in connection with the perfection, protection, defense or enforcement of the Security Interest and this Agreement, including all reasonable attorneys' fees incurred by Secured Party whether or not any litigation or bankruptcy or insolvency proceeding is commenced.
- 4.14. Financing Statements. The Grantor authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the Grantor's signature where permitted by law, in each case in such form and substance as Secured Party may determine. The Grantor shall pay all filing, registration and recording fees and any taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto, any financing statements, and any instruments of further assurance.
5. **EVENTS OF DEFAULT.** Each of the following is an "Event of Default" under this Agreement: (a) any default in the payment or performance of any of the Obligations; or (b) any default under the terms of this Agreement or any other note, obligation, agreement, mortgage, or other writing heretofore, herewith or hereafter given to or acquired by the Secured Party to which the Grantor is a party; or (c) the insolvency, death, dissolution, liquidation, merger, or consolidation of the Grantor; or (d) any appointment of a receiver, trustee, or similar officer of any property of the Grantor; or (e) any assignment for the benefit of creditors of the Grantor; or (f) any commencement of any proceeding under any bankruptcy, insolvency, dissolution, liquidation, or similar law by or against the Grantor; or (g) the sale, lease or other disposition (whether in one transaction or in a series of transactions) to one or more persons other than in the ordinary course of business of all or a substantial part of the assets of the Grantor;

or (h) the death, dissolution, or liquidation of any partner of the Grantor; or (i) the entry of any judgment against the Grantor which is not discharged in a manner acceptable to the Secured Party within thirty (30) days after such entry; or (j) the issuance of levy of any writ, warrant, attachment, garnishment, execution, or other process against any property of the Grantor; or (k) the attachment of any tax lien to any property of the Grantor; or (l) any statement, representation, or warranty made by Grantor (or any representative of the Grantor) to the Secured Party at any time shall be incorrect or misleading in any material respect when made; or (m) there is a material adverse change in the condition (financial or otherwise), business, or property of the Grantor.

6. **REMEDIES UPON EVENT OF DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may exercise one or more of the following rights and remedies: (a) declare all Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand, all of which are hereby waived by the Grantor; (b) require the Grantor to assemble all or any part of the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; (c) exercise and enforce any and all rights and remedies available upon default under this Agreement, the Uniform Commercial Code, and any other applicable agreements and laws. If notice to the Grantor of any intended disposition of Collateral or other action is required, such notice shall be deemed reasonably and properly given if mailed by regular or certified mail, postage prepaid, to the Grantor at the address stated at the beginning of this Agreement or at the most recent address shown in the Secured Party's records, at least 10 days prior to the action described in such notice. The Grantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement, the Collateral, the Security Interest, or any of the Obligations, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Grantor against the Secured Party in connection with this Agreement, the Collateral, the Security Interest, or any of the Obligations shall be venued in either the District Court of Wright, Minnesota, or the United States District Court, District of Minnesota.
7. **LIMITED POWER OF ATTORNEY.** If the Grantor at any time fails to perform or observe any agreement herein, the Secured Party, in the name and on behalf of the Grantor or, at its option, in its own name, may perform or observe such agreement and take any action which the Secured Party may deem necessary or desirable to cure or correct such failure. The Grantor irrevocably authorizes Secured Party and grants the Secured Party a limited power of attorney in the name and on behalf of the Grantor or, at its option, in its own name, to collect, receive, receipt for, create, prepare, complete, execute, endorse, deliver, and file any and all financing statements, insurance applications, remittances, instruments, documents, chattel paper, and other writings, to grant an extension to, compromise, settle, waive, notify, amend, adjust, change, and release any obligation of any account Grantor, obligor, insurer, or other person pertaining to any Collateral, and take any other action deemed by the Secured Party to be necessary or desirable to establish, perfect, protect, or enforce the Security Interest. All of the Secured Party's advances,

charges, costs, and expenses, including without limitation reasonable attorneys' fees, in connection with the Obligations and in the protection and exercise of any rights or remedies hereunder, together with interest thereon at the highest rate then applicable to any of the Obligations, shall be secured hereunder and shall be paid by the Grantor to the Secured Party on demand.

8. MISCELLANEOUS. The following miscellaneous provisions are a part of this Agreement:

8.1. Definitions. Terms not otherwise defined in this Agreement shall have the meanings ascribed to them, if any, under the UCC and such meanings shall automatically change at the time that any amendment to the UCC, which changes such meanings, shall become effective.

8.2. Notices. All notices under this Agreement must be in writing and will be deemed given when delivered or placed in the United States mail, registered or certified, postage prepaid, addressed to the respective party at the respective address set forth below its signature on the signature page to this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties.

8.3. Amendments/Waivers. This Agreement may be waived, amended, modified or terminated and the Security Interest may be released only in a writing signed by Secured Party. Any waiver signed by Secured Party will be effective only in the specific instance and for the specific purpose given.

8.4. Applicable Law. This Agreement is governed by the laws of the State of Minnesota without regard to the conflict of law principles. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect other provisions or applications that can be given effect and this Agreement will be construed and enforced as if the unlawful or unenforceable provision or application had never been contained in or prescribed by this Agreement.

8.5. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

8.6. Integration. This Agreement embodies the entire agreement and understanding among the parties relative to subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

8.7. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties and their successors and assigns.

8.8. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original, and all of which will constitute one and the same instrument.

THE GRANTOR REPRESENTS, CERTIFIES, WARRANTS, AND AGREES THAT THE GRANTOR HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT. THE GRANTOR ALSO AGREES THAT COMPLIANCE BY THE SECURED PARTY WITH THE EXPRESS PROVISIONS OF THIS AGREEMENT SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SPERR PROPERTIES, LLC,
a Minnesota limited liability company

By: _____

Its: _____

MONTICELLO ECONOMIC DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Its: Executive Director

SECURITY AGREEMENT

This SECURITY AGREEMENT (“Agreement”) is made to be effective as of February __, 2026, by L&L HOMESTYLE CAFÉ, LLC, a Minnesota limited liability company (“Grantor”) and the MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the “Secured Party”).

AGREEMENT

In consideration of the above recitals, and the promises set forth in this Agreement, the parties agree as follows:

1. OBLIGATIONS. “Obligations” means collectively each debt, liability and obligation of every type and nature which the Grantor may now or at any time hereafter owe to Secured Party (including without limitation the obligations of the Grantor created under the loan agreement (the “Loan Agreement”) and the promissory note of the Grantor to Secured Party in the amount of \$65,000.00 of even date herewith and all amendments, replacements, restatements, and substitutions therefor), whether now existing or hereafter created or arising, and whether direct or indirect, due or to become due, absolute or contingent, and the repayment or performance of any of the foregoing if any such payment or performance is at any time avoided, rescinded, set aside, or recovered from or repaid by Secured Party, in whole or in part, in any bankruptcy, insolvency, or similar proceeding instituted by or against the Grantor or any other guarantor of any Obligation, or otherwise, including but not limited to all principal, interest, fees, expenses and other charges.
2. COLLATERAL. “Collateral” means collectively all of the personal property of the Grantor and personal property in which the Grantor has rights, now owned or hereafter acquired, and located at or arising out of that certain real property located at 154 W Broadway Street, Monticello, MN, including, but not limited to: All machinery, inventory, equipment, furniture, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the

foregoing property (the “Collateral”). The term Collateral shall also include (a) accessions, additions and improvements to, replacements of, and substitutions for any of the foregoing; (b) all products and proceeds of any of the foregoing; and (c) books, records and data in any form relating to any of the foregoing.

3. SECURITY INTEREST. The Grantor grants to Secured Party a security interest (“Security Interest”) in the Collateral to secure the payment and performance of the Obligations. The Security Interest continues in effect until this Agreement is terminated in writing by Secured Party.
4. REPRESENTATIONS, WARRANTIES AND COVENANTS. The Grantor represents, warrants and agrees that:
 - 4.1. Principal Office/Residence. The Grantor’s chief executive office/residence is located at 9277 Edmonson Ave NE #232, Monticello, MN 55362. The Grantor must give Secured Party written notice prior to any change in the location of the Grantor’s principal office/residence.
 - 4.2. Organization; Authority. The Grantor is a limited liability company, duly organized, existing and in good standing under the laws of the state and of its organization and has full power and authority to enter into this Agreement. The Grantor’s state of organization/residence is Minnesota and its exact legal name is as set forth on the signature page to this Agreement. The Grantor will not change its state of organization, form of organization or name without Secured Party’s prior written consent.
 - 4.3. Perfection of Security Interest. The Grantor will execute and deliver, and irrevocably appoints Secured Party (which appointment is coupled with an interest) the Grantor’s attorney-in-fact to execute and deliver in the Grantor’s name, all financing statements (including, but not limited to, amendments, terminations and terminations of other security interests in any of the Collateral), control agreements and other agreements which Secured Party may at any time reasonably request in order to secure, protect, perfect, collect or enforce the Security Interest, the Grantor shall, at any time and from time to time, take such steps as Secured Party may reasonably request for Secured Party: (i) to obtain an acknowledgement, in form and substance reasonably satisfactory to Secured Party, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Secured Party; and (ii) otherwise to ensure the continued perfection and priority of the Security Interest in any of the Collateral and the preservation of the rights of Secured Party therein.
 - 4.4. Enforceability of Collateral. To the extent the Collateral consists of accounts, instruments, documents, chattel paper, letter-of-credit rights, letters of credit or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, complies with applicable laws concerning form, content and manner of

preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

- 4.5. Title to Collateral. The Grantor holds good and marketable title to the Collateral free of all security interests and encumbrances other than the permitted encumbrances identified on Exhibit A attached hereto. The Grantor will keep the Collateral free of all security interests and encumbrances except for the Mortgage given to [_____] in the amount of \$[_____]. The Grantor will defend Secured Party's rights in the Collateral against the claims and demands of all other persons.
- 4.6. Collateral Location. Other than inventory in transit equipment used in the performance of contracts, and motor vehicles in use, all tangible Collateral shall be located at the Grantor's address set forth at the beginning of this Agreement, and no such Collateral shall be located at any other address without the prior written consent of the Secured Party.
- 4.7. Collateral Use. The Grantor must use the Collateral only for business purposes. The Grantor must not use or keep any Collateral for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- 4.8. Maintenance of Collateral. The Grantor must maintain all tangible Collateral in good condition and repair. The Grantor must not commit or permit damage to or destruction of any of the Collateral. The Grantor must give Secured Party prompt written notice of any material loss of or damage to any tangible Collateral and of any other happening or event that materially affects the existence, value or amount of the Collateral.
- 4.9. Disposition of Collateral. The Grantor must not sell or otherwise dispose of any Collateral or any interest in any Collateral without the prior written consent of Secured Party, except that until the occurrence of an Event of Default (as defined in Section 5 below), the Grantor may sell any inventory constituting Collateral in the ordinary course of the Grantor's business at prices constituting the fair market value thereof. For purposes of this Agreement, a transfer in partial or total satisfaction of a debt, obligation or liability shall not constitute a sale or lease in the ordinary course of business. In addition, the Grantor may dispose of Collateral which is obsolete or inoperative equipment, provided such equipment is replaced by Grantor and the replacement equipment is subject to the Security Interest in favor of Secured Party in the same lien priority as the Security Interest in the equipment which was disposed of.
- 4.10. Taxes, Assessments and Liens. The Grantor must promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral.

- 4.11. Records; Access. The Grantor must keep accurate and complete records pertaining to the Collateral and to the Grantor's business and financial condition and will submit to Secured Party all reports regarding the Collateral and the Grantor's business and financial condition as and when Secured Party may reasonably request. During normal business hours, the Grantor must permit Secured Party and its representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy the Grantor's books and records relating to the Collateral and the Grantor's business and financial condition.
- 4.12. Insurance. The Grantor must keep all tangible Collateral insured against risks of fire (including so-called extended coverage), theft and other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest. The Grantor assigns to Secured Party all money due or to become due with respect to, and all other rights of the Grantor with respect to, all insurance concerning the Collateral and the Grantor directs the issuer of any such insurance to pay all such money directly to Secured Party.
- 4.13. Collection Costs. The Grantor must reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other expenses incurred by Secured Party in connection with the perfection, protection, defense or enforcement of the Security Interest and this Agreement, including all reasonable attorneys' fees incurred by Secured Party whether or not any litigation or bankruptcy or insolvency proceeding is commenced.
- 4.14. Financing Statements. The Grantor authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the Grantor's signature where permitted by law, in each case in such form and substance as Secured Party may determine. The Grantor shall pay all filing, registration and recording fees and any taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto, any financing statements, and any instruments of further assurance.
5. **EVENTS OF DEFAULT.** Each of the following is an "Event of Default" under this Agreement: (a) any default in the payment or performance of any of the Obligations; or (b) any default under the terms of this Agreement or any other note, obligation, agreement, mortgage, or other writing heretofore, herewith or hereafter given to or acquired by the Secured Party to which the Grantor is a party; or (c) the insolvency, death, dissolution, liquidation, merger, or consolidation of the Grantor; or (d) any appointment of a receiver, trustee, or similar officer of any property of the Grantor; or (e) any assignment for the benefit of creditors of the Grantor; or (f) any commencement of any proceeding under any bankruptcy, insolvency, dissolution, liquidation, or similar law by or against the Grantor; or (g) the sale, lease or other disposition (whether in one transaction or in a series of transactions) to one or more persons other than in the ordinary course of business of all or a substantial part of the assets of the Grantor;

or (h) the death, dissolution, or liquidation of any partner of the Grantor; or (i) the entry of any judgment against the Grantor which is not discharged in a manner acceptable to the Secured Party within thirty (30) days after such entry; or (j) the issuance of levy of any writ, warrant, attachment, garnishment, execution, or other process against any property of the Grantor; or (k) the attachment of any tax lien to any property of the Grantor; or (l) any statement, representation, or warranty made by Grantor (or any representative of the Grantor) to the Secured Party at any time shall be incorrect or misleading in any material respect when made; or (m) there is a material adverse change in the condition (financial or otherwise), business, or property of the Grantor.

6. **REMEDIES UPON EVENT OF DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may exercise one or more of the following rights and remedies: (a) declare all Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand, all of which are hereby waived by the Grantor; (b) require the Grantor to assemble all or any part of the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; (c) exercise and enforce any and all rights and remedies available upon default under this Agreement, the Uniform Commercial Code, and any other applicable agreements and laws. If notice to the Grantor of any intended disposition of Collateral or other action is required, such notice shall be deemed reasonably and properly given if mailed by regular or certified mail, postage prepaid, to the Grantor at the address stated at the beginning of this Agreement or at the most recent address shown in the Secured Party's records, at least 10 days prior to the action described in such notice. The Grantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement, the Collateral, the Security Interest, or any of the Obligations, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Grantor against the Secured Party in connection with this Agreement, the Collateral, the Security Interest, or any of the Obligations shall be venued in either the District Court of Wright, Minnesota, or the United States District Court, District of Minnesota.
7. **LIMITED POWER OF ATTORNEY.** If the Grantor at any time fails to perform or observe any agreement herein, the Secured Party, in the name and on behalf of the Grantor or, at its option, in its own name, may perform or observe such agreement and take any action which the Secured Party may deem necessary or desirable to cure or correct such failure. The Grantor irrevocably authorizes Secured Party and grants the Secured Party a limited power of attorney in the name and on behalf of the Grantor or, at its option, in its own name, to collect, receive, receipt for, create, prepare, complete, execute, endorse, deliver, and file any and all financing statements, insurance applications, remittances, instruments, documents, chattel paper, and other writings, to grant an extension to, compromise, settle, waive, notify, amend, adjust, change, and release any obligation of any account Grantor, obligor, insurer, or other person pertaining to any Collateral, and take any other action deemed by the Secured Party to be necessary or desirable to establish, perfect, protect, or enforce the Security Interest. All of the Secured Party's advances,

charges, costs, and expenses, including without limitation reasonable attorneys' fees, in connection with the Obligations and in the protection and exercise of any rights or remedies hereunder, together with interest thereon at the highest rate then applicable to any of the Obligations, shall be secured hereunder and shall be paid by the Grantor to the Secured Party on demand.

8. MISCELLANEOUS. The following miscellaneous provisions are a part of this Agreement:

8.1. Definitions. Terms not otherwise defined in this Agreement shall have the meanings ascribed to them, if any, under the UCC and such meanings shall automatically change at the time that any amendment to the UCC, which changes such meanings, shall become effective.

8.2. Notices. All notices under this Agreement must be in writing and will be deemed given when delivered or placed in the United States mail, registered or certified, postage prepaid, addressed to the respective party at the respective address set forth below its signature on the signature page to this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties.

8.3. Amendments/Waivers. This Agreement may be waived, amended, modified or terminated and the Security Interest may be released only in a writing signed by Secured Party. Any waiver signed by Secured Party will be effective only in the specific instance and for the specific purpose given.

8.4. Applicable Law. This Agreement is governed by the laws of the State of Minnesota without regard to the conflict of law principles. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect other provisions or applications that can be given effect and this Agreement will be construed and enforced as if the unlawful or unenforceable provision or application had never been contained in or prescribed by this Agreement.

8.5. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

8.6. Integration. This Agreement embodies the entire agreement and understanding among the parties relative to subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

8.7. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties and their successors and assigns.

8.8. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original, and all of which will constitute one and the same instrument.

THE GRANTOR REPRESENTS, CERTIFIES, WARRANTS, AND AGREES THAT THE GRANTOR HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT. THE GRANTOR ALSO AGREES THAT COMPLIANCE BY THE SECURED PARTY WITH THE EXPRESS PROVISIONS OF THIS AGREEMENT SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

L&L HOMESTYLE CAFÉ, LLC,
a Minnesota limited liability company

By: _____

Its: _____

MONTICELLO ECONOMIC DEVELOPMENT
AUTHORITY

By: _____

Name: _____


Its: Executive Director



CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY
BUSINESS SUBSIDY APPLICATION
BUSINESS ASSISTANCE FINANCING
763-295-2711 – info@ci.monticello.mn.us

Name of Contact Person: Larry Spert

Address: 9274 Edmonson Ave NE Monticello

Telephone number: 

Business Name: L & L Homestyle Cafe

Business Address: 154 West Broadway Monticello

REQUESTED INFORMATION

Addendum shall be attached hereto addressing in detail the following:

1. A map showing the exact boundaries of proposed development.
2. Give a general description of the project including size and location of building(s); business type or use; traffic information including parking, projected vehicle counts and traffic flow; timing of the project; estimated market value following completion.
3. The existing Comprehensive Guide Plan Land Use designation and zoning of the property. Include a statement as to how the proposed development will conform to the land use designation and how the property will be zoned.
4. A statement identifying how the increment assistance will be used and why it is necessary to undertake the project.
5. A statement identifying the public benefits of the proposal including estimated increase in property valuation, new jobs to be created, hourly wages and other community assets.

PLEASE INCLUDE:

1. Preliminary financial commitment from bank.
2. Plans and drawing of project.
3. Background material of company.
4. Pro Forma analysis.
5. Financial statements.
6. Statement of property ownership or control.
7. Payment of application fee of \$250.

6. A written description of the developer's business, principals, history and past projects

I understand that the application fee will be used for EDA staff and consultant costs and may be partially refundable if the request for assistance is withdrawn. Refunds will be made at the discretion of the EDA Board and be based on the costs incurred by the EDA prior to withdraw of the request for assistance. If the initial application fee is insufficient, I will be responsible for additional deposits. I further understand that by signing below, should the original escrow be exceeded, the applicant or responsible party will be billed for all additional services. In signing the acknowledgement below, the applicant is indicating that they have not relied on the estimate of fees in their decision to proceed with the application. If payment is not received as required by this agreement, the City will proceed to recover payment by action of assessment or a lien against the real property. Payment of the costs will be required whether the application is granted or denied.

SIGNATURE

Applicant's signature: Larry Tolson

Date: 10/16/2026

The unforeseen Repairs are adding up and I believe we will Run into a few more repairs/ additional expenses involved with ~~Interior~~ Exterior. This loan Funding will help offset those costs. Will want to make sure we have enough cash for start up costs. Making sure we have the funds to properly do the Improvements needed.

Both myself and Partners are excited For this new chapter in our lives. I am a resident of Monticello and I love the small town feel. I am Involved with the Monticello chambers and love how they are Involved with the community. I Plan on managing the cafe and not designated to a special department except for catering. This will allow me to be Involved with community functions.

EDA GMEF Funds are being Requested To Fill a gap in the entire project funding sources as the current gap is a temporary bridge funding source.

The Facade Grant will cover all the window replacement, the front entrance, and the repair of the stucco and painting of the exterior. The EDA GMEF will cover the Awning and general conditions with owners contributing \$5,000.

L & L Homestyle Cafe owners:

Larry Spert, Mark Spert, Logan Spert
Larry & Logan will be full time staff where Mark is a silent Partner.

Opening Targeted Date of December 30th, 2025
Hours of operation Tuesday - Sunday 6am - 2pm
with catering as well for off site events along with evenings catering on site as well.

Associate Degree in Culinary Arts & Business Management, Graduated in 1989.

Prior owner of Russell's on the Lake for 4+ years before selling to Willy McCoy's Group in 2021 - Management with River Inn from 2009 - 2016 and from 2022 - 2025.

Logan: Northern Tap House in Plymouth for 4 1/2 yrs
Assistant Kitchen Manager for Post 8 months
Both River Inn & Northern Tap House are \$6,000,000/yr sales.

Mark works as an underwriter. Degree in Finance

① Parcel ID 155010035150 154 Broadway W

② Business will be Leth Homestyle Cafe. No Additional Parking. Foot traffic for Cafe is estimated at 1150 per week. Closing on Property October 31. Hope to be open December 16. Value after completion \$630,000

③ N/A Existing building on Property. Looking at a Facelift to the building.

④ The Financing will be used to help pay for the facade (exterior) improvement that the grant won't be able to cover. Will allow owners to use their funds for improvement on interior upgrades.

⑤ Benefit to the public is the availability to experience a great breakfast, lunch or a catering event. As to value increase of the property, estimated increase will be \$100,000 not including \$26,000 on interior upgrades. Will be creating 8 full time staff and 7 part-time staff.

⑥ Lemperes Building Becker MN
Josh Wiegert, Project Manager

FINANCIAL INFORMATION:

1. Estimated project related costs:

- a. Land acquisition
- b. Site development
- c. Building cost
- d. Equipment
- e. Architectural/engineering fee
- f. Legal fees
- g. Off-site development costs

	\$	Property Purchase	\$ 550,000	
		Exterior Facade	\$ 170,000	
		Contingency	\$ 5,000	
		Interior Improvement	\$ 40,000	\$ 57,000
		Start up Cost	\$ 53,712	\$ 36,712

2. Source of financing:

- a. Private financing institution
- b. Tax increment funds
- c. Other public funds
- d. Developer equity

	\$	North Star Bank	\$ 416,000	
		Investor Cash Equity	\$ 240,712	
		Facade loan	\$ 100,000	
		GMEF Loan	\$ 62,000	

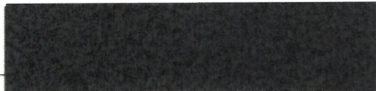
FINANCIAL BACKGROUND:

1. Have you ever filed for bankruptcy? No

2. Have you ever defaulted on any loan commitment? No

3. Have you applied for conventional financing for the project? No

4. List financial references:

a. Sarah KORTMANSKY 

b. _____

c. _____

5. Have you ever used Business Assistance Financing before? NO

If yes, what, where and when? _____

PROJECT INFORMATION:

1. Location of Proposed Project: 154 West Broadway
Manticello MN 55362

2. Amount of Business Assistance requested? \$ 62,000

3. Need for Business Assistance: Assist with exterior upgrade

4. Present ownership of site: SPERR properties as of October 31, 2025

5. Number of permanent jobs created as a result of project? 8 Full time / 7 Part Time

6. Estimated annual sales: Present: ~~33,600~~ 33,600 Future: \$ 1,080,600

7. Market value of project following completion: \$ Appraisal of \$630,000

8. Anticipated start date: December 1, 2025 Completion Date: April 30, 2026

UN Foreseen Repairs

Floor Repair \$ 8,000

Stainless steel under Hood \$ 3,000

Repair Apartment 1 tub & dry wall in cafe \$ 9,500

Replace 2 toilets \$ 1,800

lifting flooring (new header) \$ 5,000

\$ 27,300

Dining Room Upgrade

Paint \$ 4,600

Flooring \$ 10,800

Booths \$ 5,000

Tables \$ 4,500

Chairs \$ 4,800

\$ 29,700



Larry Sperr <larry.hanoverfire@gmail.com>

Invoice 1092 from GB Booths

1 message

GB Booths LLC, <quickbooks@notification.intuit.com>
Reply-To: sales@gbboothsmn.com
To: larry.hanoverfire@gmail.com

Tue, Nov 18, 2025 at 8:18 AM



Your invoice is ready!

BALANCE DUE

\$9,925.58

[View and pay](#)



We appreciate your business and look forward to working with you on another occasion.

Hi Larry,

We appreciate your business. Attached you will find your invoice details. Feel free to contact us if you have any questions or if anything needs editing. As a practice we take 50% down payment on receipt (\$4,959.02) and then the rest on delivery. Expect to receive a contract soon outlining the timeline of this project including the anticipated delivery date.

Have a great day!

GB Booths

sales@gbboothsmn.com

EN: 612.242.4957

ES: 612.272.5588

Bill to

Larry Sperr
154 West Broadway, Monticello MN

Ship to

Larry Sperr
154 West Broadway, Monticello MN

Upholstery Booths 48" x48" double \$1,867.96T

4 Double Booths Upholstered in V803 Navy Vinyl (48"x40")

4 X \$466.99

Upholstery Booths 31" x 48" Single \$3,203.91T

Single Booths upholstered in V803 Navy Vinyl 4x (48"x40") 3x (60"x40") 2x (52"x40")

9 X \$355.99

Square Table 42" \$2,963.88T

7 tables in (27 1/2"x 47 1/2") 1 table in (27 1/2" x 42") 1 table in (29 1/2"x42") 2 in (30"x51 1/2") 1 custom table

12 X \$246.99

Booth Wooden Frame (48") \$359.80T

2 X \$179.90

Standard Table For 2 \$539.97T

Standard Table (24" X 30". Resin)

3 X \$179.99

Table Base

\$170.97

Standard Cast Iron Table Base for 24" Table

3 X \$56.99

Subtotal	\$9,106.49
Tax	\$719.09
Shipping	\$100.00
Total	\$9,925.58
Balance due	\$9,925.58

[View and pay](#)

GB Booths LLC,

PO Box 120255 Mounds View, MN 55112 USA

(612) 242-4957 sales@gbboothsmn.com <https://www.gbboothsmn.com>

If you receive an email that seems fraudulent, please check with the business owner before paying.



Intuit, Inc. All rights reserved. [Privacy](#) | [Security](#) | [Terms of Service](#)

[Invoice_1092_from_GB_Booths_LLC.pdf](#)
59K



Lemperes Building

14175 Bank Street | Becker, Minnesota 55308
763-670-0774 | Joe@LemperesBuilding.com | www.LemperesBuilding.com

RECIPIENT:

Larry Sperr
Monticello, Minnesota

Quote #347

Sent on Nov 25, 2025

Total \$11,000.00

Product/Service	Description	Qty.	Unit Price	Total
				Optional
Stainless steel paneling behind grill	Prep wall and install new stainless steel paneling Repair bowed wall behind the grill TBD (not included in price) Excludes moving of equipment	1	\$3,000.00	\$3,000.00
				Optional
Repair flooring in the middle hallway	Demo sub floor repair joists and lay new subfloor. This is strictly an estimate. Could be less/more.	1	\$8,000.00	\$8,000.00
			Total	\$11,000.00

Payment Schedule

50%	Payment 1	\$5,500.00
50%	Payment 2	\$5,500.00

For your convenience, we offer payment options via check or Credit Card. Please note that a 4% service fee will be applied to Credit Card transactions.

Please send checks to:
P.O. Box 333
Becker, MN 55308

This quote is valid for the next 30 days, after which values may be subject to change.

Dec 01, 2025
Date


Client Signature



Lemperes Building

14175 Bank Street | Becker, Minnesota 55308
763-670-0774 | Joe@LemperesBuilding.com | www.LemperesBuilding.com

RECIPIENT:

Larry Sperr
Monticello, Minnesota

Quote #349

Sent on Dec 01, 2025

Total \$9,500.00

Product/Service	Description	Qty.	Unit Price	Total
Demo existing tub and dispose	Demo tub/surround Demo Sheetrock below Patch in new surround and patch drywall ceiling in cafe Paint to match	1	\$5,500.00	\$5,500.00
New Tub and surround	Plumbing Services Proposed: L2 Apartment BT and Surround Replacement Quoted Price Reflects as follows: \$2,940 1hr walk -Labor -Material -Fixtures -Service Truck charge Demo: -Disconnect shower valve fixture, install 2- 1/2" isolation valves Behind Fridge. -Remove Toilet, Salvage for reinstall -Remove Vanity, Salvage for reinstall Install New Shower: -Install Sterling Ensemble Tub and surround (71121110-0 WHT ENSEMBLE 32 LH BATH) (71324100-0 WHT ENSEMBLE 32 MDLY WALL SET) -Install New Delta Model 17 Monitor Trim kit and Shower Valve, Tub Spout, shower head, valve trim and handle, shower arm, chrome. (T17430) -Install Watco Chrome Drain and overflow assembly -Install New 1-1/2" P-Trap for tub drain -Copper Pipe and fittings to be installed	1	\$4,000.00	\$4,000.00
Clarifications: -Permit Costs Not included				



Lemperes Building

14175 Bank Street | Becker, Minnesota 55308
763-670-0774 | Joe@LemperesBuilding.com | www.LemperesBuilding.com

Product/Service	Description	Qty.	Unit Price	Total
				Not included
Snake drain	Subcontract Thunder Drains: Clear Tub Drain -Thunder Drains to run flex shaft through bathtub waste line to ensure clear, customer stated slow drain.	1	\$600.00	\$600.00
			Total	\$9,500.00

Payment Schedule

50%	Payment 1	\$4,750.00
50%	Payment 2	\$4,750.00

For your convenience, we offer payment options via check or Credit Card. Please note that a 4% service fee will be applied to Credit Card transactions.

Please send checks to:
P.O. Box 333
Becker, MN 55308

This quote is valid for the next 30 days, after which values may be subject to change.

Dec 01, 2025

Date

Client Signature



Lemperes Building

14175 Bank Street | Becker, Minnesota 55308
763-670-0774 | Joe@LemperesBuilding.com | www.LemperesBuilding.com

RECIPIENT:

Larry Sperr
Monticello, Minnesota

Quote #350

Sent on	Dec 01, 2025
Total	\$1,800.00

Product/Service	Description	Qty.	Unit Price	Total
Plumbing Services Proposed: (2) Cafe RR Toilet Replacements	-Remove and Replace (2) Floor Set Toilets: ADA, Elongated, with Open face elongated toilet seat, white. (2) White Gerber Viper Bowls VP-31-528 (1) White Gerber Viper Tank, Right Hand Flush WS- 38-590-97 (1) White Gerber Viper Tank, Left Hand Flush VP-38- 590 -Install (2) New Wax Rings -Install (2) New Johnny bolts -Install (2) New Braided supply tubes -Install (2) New Angle Stops if needed -Caulk Toilets with 100 Percent silicone, white Excludes; Permit floor repairs electrical drywall painting	1	\$1,800.00	\$1,800.00

A deposit of \$1,800.00 will be required to begin.

Total	\$1,800.00
--------------	-------------------

For your convenience, we offer payment options via check or Credit Card. Please note that a 4% service fee will be applied to Credit Card transactions.

Please send checks to:
P.O. Box 333
Becker, MN 55308

This quote is valid for the next 30 days, after which values may be subject to change.

Dec 01, 2025 
 Date Client Signature



Lemperes Building

14175 Bank Street | Becker, Minnesota 55308
763-670-0774 | Joe@LemperesBuilding.com | www.LemperesBuilding.com

RECIPIENT:

Larry Sperr
Monticello, Minnesota

Quote #352

Sent on Dec 04, 2025

Total \$9,500.00

Product/Service	Description	Qty.	Unit Price	Total
Electrical upgrades	Kitchen Prep Area Install Flush mount kit Furnish and install 2'x4' LED flat panel 2'x4' Kitchen Grill & Prep Area Furnish and install 1'x4' LED flat panel Kitchen Prep Area/ Hallway Furnish and install Emergency light Kitchen Prep Area Furnish and install Exit sign with emergency lighting in MC Dining Room 5" Recessed LED recessed Fish/cut in MC Bathrooms Furnish and install Lutron MS-OPS2-WH MAESTRO Occupancy/Vacancy Sensing Switch Dining Area/ Hallway Furnish and install Exit sign with emergency lighting in MC By The Hour - Demo/refeed allowance demolition/re-feeding fixtures and power unrelated to work in estimate Includes switch rework Temporary lighting Electrical permit	1	\$9,500.00	\$9,500.00

A deposit of \$6,175.00 will be required to begin.

Total \$9,500.00



Lemperes Building

14175 Bank Street | Becker, Minnesota 55308
763-670-0774 | Joe@LemperesBuilding.com | www.LemperesBuilding.com

Payment Schedule

65%	Deposit to start - Required Quote Deposit	\$6,175.00
35%	Final	\$3,325.00

For your convenience, we offer payment options via check or Credit Card. Please note that a 4% service fee will be applied to Credit Card transactions.

Please send checks to:
P.O. Box 333
Becker, MN 55308

This quote is valid for the next 30 days, after which values may be subject to change.

Dec 04, 2025

Date

Client Signature



Twin Cities Rapid Repair

12281 Armitage Avenue Northwest | Monticello, Minnesota 55362
 763-333-7857 | contact@twincitiesrapidrepair.com | http://twincitiesrapidrepair.com

RECIPIENT:

Larry Sperr

154 West Broadway Street
 Monticello, Minnesota 55362

Invoice #497

Issued	Dec 12, 2025
Due	Dec 12, 2025
Paid	Dec 15, 2025

Total	\$5,196.00
--------------	-------------------

Account Balance	\$0.00
-----------------	--------

Sperr Painting

Product/Service	Description	Qty.	Unit Price	Total
Dec 12, 2025				
Ceiling Painting	Paint main area and hallway ceiling with CHB flat stock white paint(approximately 950 sq.ft.) as follows : -Prep off all electrical, HVAC, and fixtures not getting painted with ceiling paint -prime any oil spot, water stains, or any areas that paint will not adhere - spray two coats of paint -remove prep and dispose	1	\$1,440.00	\$1,440.00
Wainscoting Enamel	Paint Wainscoting as follows: -prep all surfaces not getting painted with enamel - fill all holes, sand, caulk any open seams -spray two coats of enamel, sanding in between coats Enamel will be Sherwin Williams Gallery Series, in a satin sheen. Customer to choose color	1	\$1,650.00	\$1,650.00
Wall Painting	Paint all walls in main area, hallway, and bathroom as follows: -prep off wainscoting and any trim not getting painted -fill holes, caulk cracks in wall, sand -brush and roll two coats of paint throughout Wall paint will be Sherwin Williams Superpaint, in a flat sheen. Custom to choose color	1	\$1,240.00	\$1,240.00
Halfwall Top Refinishing(painting)	Sand half wall top smooth, fill imperfections, prime and paint with wainscoting enamel	1	\$310.00	\$310.00
ADD ON(serving area)	Paint serving area ceiling, walls, and column with matching paint as rest of maint area	1	\$625.00	\$625.00



Twin Cities Rapid Repair

12281 Armitage Avenue Northwest | Monticello, Minnesota 55362
763-333-7857 | contact@twincitiesrapidrepair.com | <http://twincitiesrapidrepair.com>

Thank you for your business! We would love a Google review and a shout-out on Facebook, especially on local Facebook groups! You can reach me at either 612-458-8192, or 763-333-7857.

Thanks,
Ethan

Thank you for your business. Please contact us with any questions regarding this invoice.

Subtotal	\$5,265.00
Discount	– \$69.00
Total	\$5,196.00
Deposit collected	– \$2,320.00
Paid	– \$2,876.00
Invoice balance	\$0.00
Account balance	\$0.00

Project:
L&L Cafe u/c freezer

From:
Reinhart Food Service - TWC
Ryan Vroman
13400 Commerce Blvd.
Rogers, MN 55374-8917
(651) 302-5111

Please contact me at 651-302-5111 to review this quote. Terms are 1/3 down, 1/3 at delivery and remaining balance on regular terms.

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN UNDERCOUNTER FREEZER Everest Refrigeration Model No. ETBF1 Undercounter/Worktop Freezer, one-section, 27-3/4"W, 7.5 cu. ft. capacity, self-contained bottom mounted refrigeration, 16 gauge stainless steel worktop, (1) solid hinged self-closing door (locking), (2) epoxy coated wire shelves, height adjustable clips, digital controls with LED display, defrost cycle with heater, front air breathing, pressure relief port, stainless steel interior, stainless steel front & sides, galvanized steel bottom & rear, (4) 5" swivel casters (2 locking), R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 4.7 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation	\$2,165.00	\$2,165.00
	1 ea	Parts and labor: 3 years from ship date		
	1 ea	Electrical components: 5 years from ship date		
	1 ea	Compressor: 10 years from ship date		
	1 ea	Door hinged on right, standard		
	1 ea	CASA5-01 5" Overall Height Casters Set of 4, (front 2 locking), standard		
			ITEM TOTAL:	\$2,165.00



12/22/2025

Merchandise	\$2,165.00
Tax 7%	\$151.55
Total	\$2,316.55

Freight and installation is **not** included in this quote unless noted as a line item on the quote. The tax rate listed on this quote is a general number and may not be accurate for your specific city. All products are backed by the manufacture warranty. This quote is valid for five days. A 25% restock fee may apply to any return. Any item that is out of the original container or has been used can not be returned. Check with your utility provider as they may offer energy rebates on your new equipment

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$2,316.55

Project:
L&L Cafe freezer 2 door

From:
Reinhart Food Service - TWC
Ryan Vroman
13400 Commerce Blvd.
Rogers, MN 55374-8917
(651) 302-5111

Please contact me at 651-302-5111 to review this quote. Terms are 1/3 down, 1/3 at delivery and remaining balance on regular terms.

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN FREEZER Everest Refrigeration Model No. ESF2 Reach-In Freezer, two-section, 49-5/8"W, 48.0 cu. ft. capacity, self-contained top mounted refrigeration, (2) solid hinged self-closing field reversible doors (locking), (6) epoxy coated wire shelves, height adjustable clips, digital controls with LED display, auto defrost, LED interior lighting, stainless steel interior, stainless steel front & sides, galvanized steel top, bottom & rear, (4) 5" swivel casters (2 locking), 1 HP, 115v/60/1-ph, 7.5 amps, cord, NEMA 5-20P, NSF, cETLus, ETL-Sanitation	\$5,429.00	\$5,429.00
	1 ea	Parts and labor: 3 years from ship date		
	1 ea	Electrical components: 5 years from ship date		
	1 ea	Compressor: 10 years from ship date		
	1 ea	Door hinged on right & left, standard		
	1 ea	CASA5-01 5" Overall Height Casters Set of 4, (front 2 locking), standard		
			ITEM TOTAL:	\$5,429.00



01/02/2026

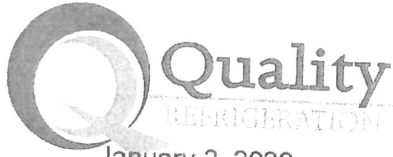
Merchandise	\$5,429.00
Tax 7%	\$380.03
Total	\$5,809.03

Freight and installation is **not** included in this quote unless noted as a line item on the quote. The tax rate listed on this quote is a general number and may not be accurate for your specific city. All products are backed by the manufacture warranty. This quote is valid for five days. A 25% restock fee may apply to any return. Any item that is out of the original container or has been used can not be returned. Check with your utility provider as they may offer energy rebates on your new equipment

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$5,809.03



Serving you Since 1975

January 2, 2026

L & L Homestyle Cafe
154 W Broadway St
Monticello, MN 55362



6237 Penn Avenue South
Suite 100
Richfield, MN 55423
www.qualityrefrig.com

phone 612•861•7350
fax 612•861•7366

Dear Logan,

We propose to provide and install (1) outdoor condenser and (1) evaporator for walk-in cooler
Budgetary Price: \$12,385.00

The price includes:

- (1) Heatcraft outdoor condenser
- (1) Heatcraft low profile evaporator coil
- Labor to install new condenser/evaporator
- Refrigerant (R454A)
- Piping materials and pipe covering
- Labor to pipe the refrigeration and drain lines
- Start and check for proper operation

The price does not include:

- Removal of product from cooler
- Repairs to existing cooler box
- Leak detection equipment
- Crane
- Electrical
- Roofing
- Core drilling
- Screening of equipment
- Condensate pump, if required
- Carpentry work (sheet rock work, ceiling tile work, concrete work if required)

Note we require a 75% down payment prior to placing equipment on order

Thank you for contacting Quality Refrigeration. If you have any questions, please feel free to give me a call at 612-861-7350 ext. 103.

Sincerely,

Scott Wiessinger
Sales

Accepted by: _____ Print name: _____ Date _____

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Quality Refrigeration retains ownership of material furnished until fully paid for. Interest on any past due amounts will accrue at the rate of 1.5 % per month. Should Quality Refrigeration find it necessary to obtain assistance in collecting past due accounts, signatred party will be responsible for attorney fees and/or court costs. Note: This proposal may be withdrawn by us if not accepted within 30 days



Larry Sperr <larrylandl.cafe@gmail.com>

Paint invoice

1 message

Larry Sperr <larry.hanoverfire@gmail.com>
To: "larrylandl.cafe@gmail.com" <larrylandl.cafe@gmail.com>

Sun, Dec 14, 2025 at 12:05 PM

Business name ✎

Business address and contacts ✎

Bill To

Sperr Properties llc ✎
154 West Broadway St ✎
Monticello MN 55362 ✎

Invoice # 001 ✎

Issued 12/14/2025 📅
Due 12/14/2025 📅

Description	QTY	Price, USD	Amount, USD
⊖ Paint Back of House	1	\$6500.00	\$6500.00
Subtotal			\$6500.00
Add New Item			
Discount ✎			(\$0.00)
Tax 0% ✎			\$0.00
Total			\$6500.00



Larry Sperr <larrylandl.cafe@gmail.com>

Fwd: Thank You for Your BizChair.com Order - soq-1365492

1 message

Logan <loganlandl.cafe@gmail.com>
To: Larry Sperr <LarryLandL.Cafe@gmail.com>

Mon, Jan 5, 2026 at 9:10 AM

----- Forwarded message -----

From: no_reply@bizchair.com <no_reply@bizchair.com>
Date: Mon, Dec 15, 2025 at 9:26 AM
Subject: Thank You for Your BizChair.com Order - soq-1365492
To: loganlandl.cafe@gmail.com <loganlandl.cafe@gmail.com>, freddieguinyard@belnick.com <freddieguinyard@belnick.com>



Thank you for your order!

Thank you for your order. We will send confirmation of your order once it's sent to fulfillment. Thanks for shopping with us.

ORDER NUMBER

soq-1365492

SALES ORDER NUMBER

SO-019108500

Product Details

Item: HERCULES Series Ladder Back Cherry Wood Restaurant Chair - Black Vinyl
Seat

Unit Price: USD 83.14

Qty Ordered: 24

Shipping From: Olive Branch, MS**

Status: Ordered

Subtotal: USD 1995.36

Shipping: USD 353.18

CC Fees: USD 0.00

Tax: USD 169.24

Total: USD 2318.24

Payment Method:

Check

Billing

Logan Sperr
154 W Broadway St
MONTICELLO, MN 55362
loganlandl.cafe@gmail.com

Shipping

L&L Cafe
Logan Sperr
154 W Broadway St

MONTICELLO, MN55362
loganlandl.cafe@gmail.com

INVOICE

Date: Dec 17-25 No. _____

Invoice # JR 12 11913 Telephone _____

Address 16571 70th Ave NE City Maple State/Province _____ Zip/Postal Code _____

Floor Covering Retailer Telephone _____

Address _____ City _____ State/Province _____ Zip/Postal Code _____

Customer Lafay Telephone _____

Quantity	U/M*	Material	Description	Price	Total
		Carpot			
		Ceramic Tile	<u>Lup Rock Green</u>		<u>506.16</u>
		Hardwood			
		Laminate	<u>Insul</u>		<u>3936.40</u>
		Marble			
		Padding	<u>Tax up old</u>		<u>1836.72</u>
		Vinyl (sheet)	<u>Vinyl floor</u>		<u>1225.20</u>
		Vinyl (tile)	<u>24 sheets underlayment</u>		<u>2040.00</u>
Other		Description/Comments/Diagrams 1 Square = <input type="checkbox"/> ft.			
	Base ()				
	Base ()				
	Disposal				
	Furniture				
	Mouldings				
	Refrigerator				
	Repairs				
	Stairs				
	Stove				
	Subfloor Prep				
	Take-Up				
	Toilet				
	Trip Charge				
	Underlayment				
	Vinyl Cove				
	Washer/Dryer				
Total \$ 14044.58					

Date _____ Total **\$ 14044.58**

Guarantee: _____

All Rights Reserved *Unit of Measure No. 424

111

New Flooring	14,044.58
New Booths/tables	9,925.58
Repair to Floor/Kitchen wall	11,000.00
New toilets	1,800.00
New lights	9,500.00
Front of House Painting	5,265.00
Freezer	2,316.55
Freezer	5,809.03
Repair to walk in cooler	*12,385.00
Back of House Painting	6,500.00
chairs	2,318.24

total \$80,863.98

LAL Homestyle Cafe Interior Improvements

Leroy T. Spive

1/5/2026

- 5 in front
- \$25-30/w/tip
- 6 staff
- \$19/hr total on house

5 staff
min wage + tips
\$11

Wright County, MN

Summary

Parcel ID 155010035150
Property Address 154 BROADWAY W
 MONTICELLO MN 55362
Sec/Twp/Rng 11-121-025
Brief Tax Description SECT-11 TWP-121 RANGE-025 ORIGINAL PLAT MONTICELLO LOT-015 BLOCK-035 W24 1/2FT OF LT 15 BLK 35
(Note: Not to be used on legal documents)
Class 233 - 3A COMMERCIAL LAND AND BUILDING;209 - 4B1 RES 1-3
 UNITS - PREV SSR
District (1101) CITY OF MONTICELLO-0882
School District 0882
(Note: Class refers to Assessor's Classification Used For Property Tax Purposes)
Abstract/Torrens ABSTRACT



GIS Acres

Parcel: 155010035150
Acres: 0.09
Acres USAB: 0.09
Acres ROW:
Sq Ft: 4,033.04

Owner

Primary Owner
 SPERR PROPERTIES LLC
 9277 EDMONSON AVE NE APT 232
 MONTICELLO MN 55362

Land

Seq	Land Description	Land Code	Dim 1	Dim 2	Dim 3	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Eff Rate	Div %	Value
1	DOWNTOWN I	155604	0	0	0	4,033.000	S	18.000	0.00	0.00	0.00	5.940	0.330	23,958
2	DOWNTOWN I	155604	0	0	0	4,033.000	S	18.000	0.00	0.00	0.00	12.061	0.670	48,642
3	BLACKTOP FAIR	008681	0	0	0	1,045.000	U	1.500	0.00	0.00	0.00	0.505	0.330	528
4	BLACKTOP FAIR	008681	0	0	0	1,045.000	U	1.500	0.00	0.00	0.00	1.026	0.670	1,072
Total						8,066.000								74,200

Buildings

Building 1
Year Built 1910
Architecture N/A
Above Grade Living Area 0
Finished Basement Sqft 0
Construction Quality 04
Foundation Type CONC BLOCK
Frame Type (C) Concrete Frame
Size/Shape
Exterior Walls STUCCO
Windows N/A
Roof Structure SHED
Roof Cover N/A
Interior Walls DRYWALL
Floor Cover N/A
Heat N/A
Air Conditioning N/A
Bedrooms 0
Bathrooms N/A
Gross Building Area 2468

Building 2	
Year Built	1910
Architecture	N/A
Above Grade Living Area	0
Finished Basement Sqft	0
Construction Quality	03
Foundation Type	N/A
Frame Type	(D) Wood Frame
Size/Shape	
Exterior Walls	STUCCO
Windows	N/A
Roof Structure	N/A
Roof Cover	N/A
Interior Walls	N/A
Floor Cover	N/A
Heat	N/A
Air Conditioning	N/A
Bedrooms	0
Bathrooms	N/A
Gross Building Area	2500

Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Book	Page	Sale Type	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV #	eCRV	Sale Type	S.S. Rcmd.	S.S. Rjt. Rsn.	Transact Num
N	WD	U	11/14/2025			I-Improved	SPERR PROPERTIES LLC	TRICAMBRA HOLDINGS LLC	\$534,700	\$534,700	1821338		I		00-QUALIFIED	
N	WD	U	9/29/2017			I-Improved	TRICAMBRA HOLDINGS LLC	CORNERSTONE CAFE AND CATERING, LLC	\$540,405	\$540,405		729659	I		17-EXCESS PP	
N	CD	U	12/28/2001			I-Improved	CORNERSTONE CAFE	KRUSE FLOYD	\$120,000	\$120,000	120936		I		14-CFD/INT PA	120936
N	CD	U	12/28/2001			I-Improved	SWIECICHOWSKI CRAIG	KRUSE JUDITH	\$120,000	\$120,000	76427		I		17-EXCESS PP	76427

Recent Sales In Area

Sale date range:

From: To:

Distance: Units:

Transfer History

Grantor	Grantee	Recorded Date	Doc Type	Doc No
TRICAMBRA HOLDINGS LLC	SPERR PROPERTIES LLC	11/17/2025	WAR	1589849
TRICAMBRA FOODS INC	TRICAMBRA HOLDINGS LLC	11/17/2025	QCD	1589848
CORNERSTONE CAFE AND CATERING LLC	TRICAMBRA HOLDINGS LLC	10/2/2017	WAR	1354697
KRUSE JUDITH A; KRUSE FLOYD A	CORNERSTONE CAFE AND CATERING LLC	4/18/2013	WAR	1234663
SWIECICHOWSKI CRAIG; SWIECICHOWSKI SUSAN	NEW MAIN STREET MERCHANTS LLC	3/9/2006	AQC	1001049

Note: Transfer History data is from LandLink beginning 01/01/2003.

Valuation

	2025 Assessment	2024 Assessment	2023 Assessment	2022 Assessment	2021 Assessment
+ Estimated Land Value	\$74,200	\$74,200	\$46,000	\$34,300	\$33,800
+ Estimated Building Value	\$257,200	\$251,100	\$233,000	\$194,800	\$188,300
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$331,400	\$325,300	\$279,000	\$229,100	\$222,100
% Change	1.88%	16.59%	21.78%	3.15%	0.00%

Taxation (Internal Only)

[Click here to view Taxation Information for this parcel](#)

	2025 Payable	2024 Payable	2023 Payable	2022 Payable
Estimated Market Value	\$325,300	\$279,000	\$229,100	\$222,100
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$325,300	\$279,000	\$229,100	\$222,100
Net Taxes Due	\$5,403.08	\$4,156.00	\$3,270.54	
+ Special Assessments	\$2,856.92	\$676.00	\$1,775.46	
= Total Taxes Due	\$8,260.00	\$4,832.00	\$5,046.00	
% Change	70.94%	-4.24%		0.00%

Taxation

[Click here to view Taxation Information for this parcel](#)

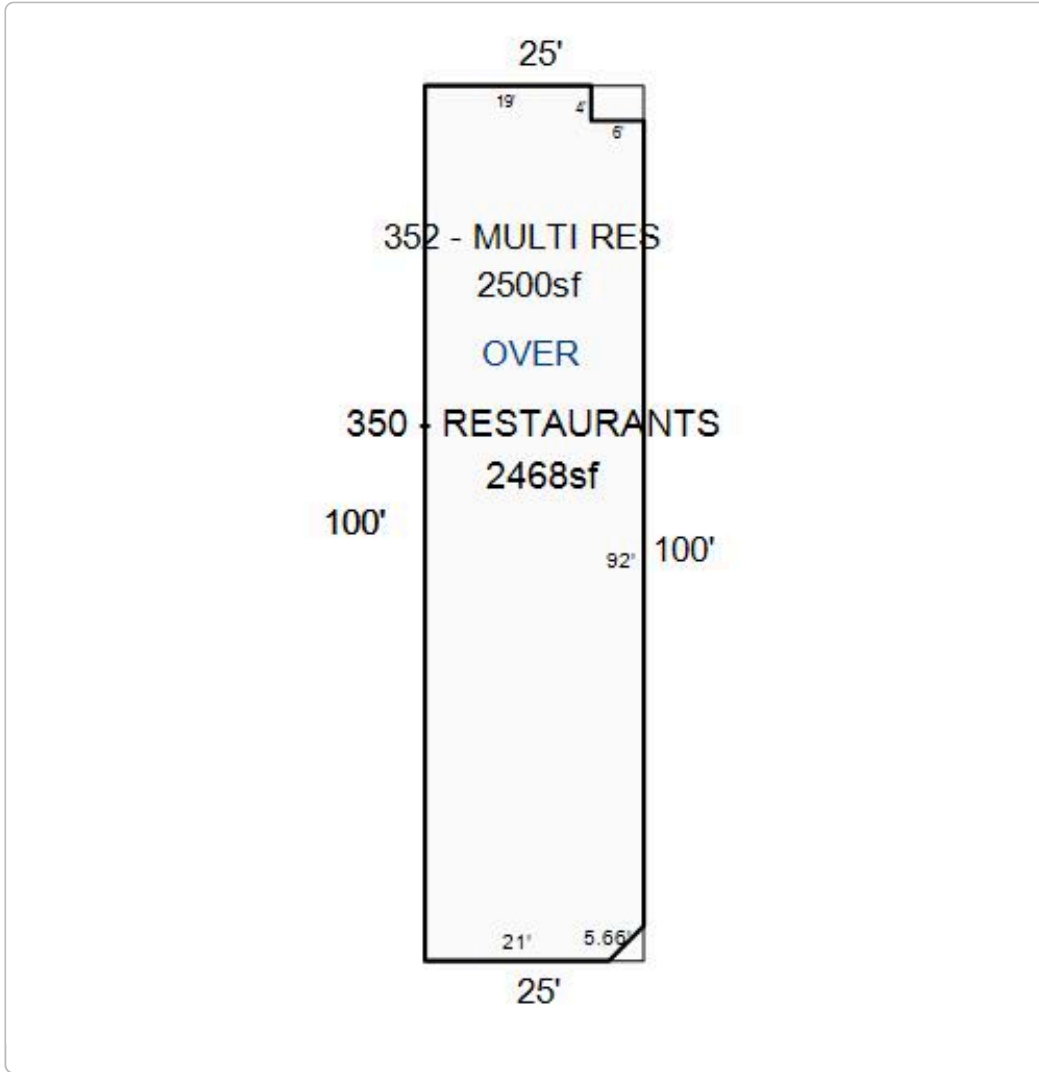
Taxes Paid

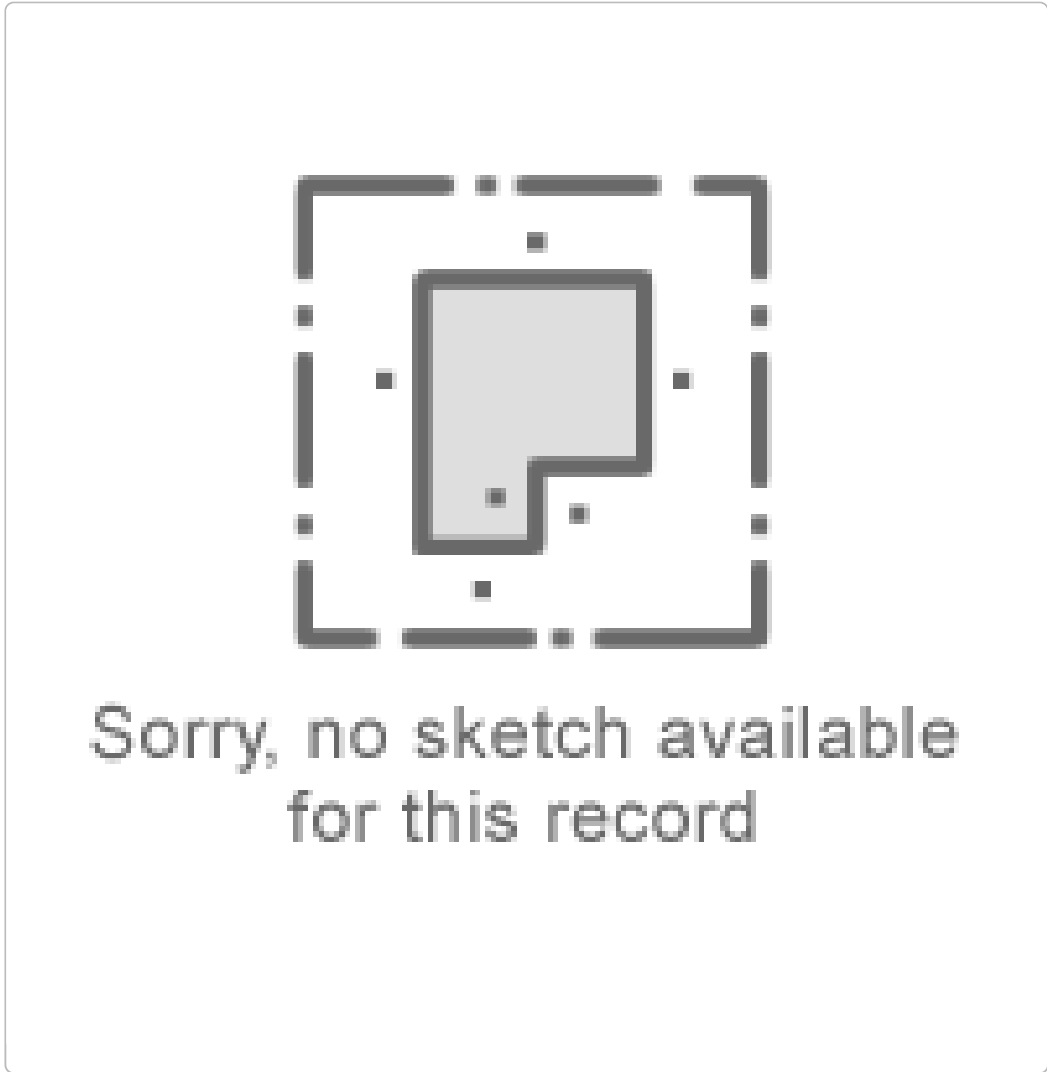
[Click here to view Taxes Paid for this parcel](#)

Photos



Sketches





Map



No data available for the following modules: Land GA/RP, Extra Features, OBY, OBY (Working 2026 Assessment).

The information provided on this site is intended for reference purposes only. The information is not suitable for legal, engineering, or surveying purposes. Wright County does not guarantee the accuracy of the information contained herein.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 2/2/2026, 12:27:56 AM

Contact Us



City of Monticello Economic Development Authority

Industrial Development Project Ranking

October 10, 2017

The scoring worksheet is to be used as a Guideline for weighing the merits of the use of EDA development tools such as incentive financing such as TIF or Tax Abatement. It is intended to be Guideline and should be applied to prospects in this manner. There may be instances where factors of a proposed development may warrant deviation from the Guidelines. It is the EDA's discretion to adhere to the Guidelines or deviate from them in the interest of furthering Economic Development Goals and Objectives in the City of Monticello as identified in by the Monticello Comprehensive Plan.

There are several factors that are pertinent to proposed scoring. They are shown below with a Worksheet Summary at the conclusion.

Name of Project: Sperr Properties, 154 W. Broadway

1. Number of New Employees

<u>Point Value</u>	<u>Number</u>
+1	1 – 5
+2	6 - 15
+3	16 - 30
+4	31 - 50
+5	51 +

2. Number of Jobs Per Acre (11 Jobs, 0.09 Acres)

<u>Point Value</u>	<u>Number Per Acre</u>
+1	1 – 2 per acre
+2	3 – 4 per acre
+3	5 – 6 per acre
+4	6 – 7 per acre
+5	8 + per acre

3. Average Wages for New Jobs

<u>Point Value</u>	<u>Pay Range</u>	<u>Dollar Weighting</u>	<u>Total Empl.</u>	<u>Weighted \$ Amt.</u>
+1	\$15,000-24,999	\$20,000	_____	\$_____
+2	\$25,000-29,999	\$27,500	_____	\$_____
+3	\$30,000-44,999	\$37,500	<u>6</u>	\$_____
+4	\$45,000-59,999	\$52,500	_____	\$ <u>\$49,920</u>
+5	\$60,000 +	\$60,000	<u>5</u>	\$_____

$(\$19\text{hr} * 6 \text{ jobs}) + (\$30\text{hr} * 5\text{jobs}) = \$264\text{hr} / 11 \text{ jobs} = \$24\text{hr} * 2080 \text{ hours}$

4. Public Assistance per New Jobs

\$162,000 Public Assistance
11 Number of new jobs created

\$ 14,700 +/- **Public Assistance per new job**

<u>Point Value</u>	<u>Public Dollars Invested Per New Job</u>
+1	Over \$50,000
+2	\$40,000 to \$49,999
+3	\$30,000 to \$39,999
+4	\$20,000 to \$29,999
+5	\$0 to \$19,999

5. Number of Years of TIF Assistance Needed **N/A**

+0	9 years
+1	8 years
+2	7 years or less

6. Developed Assessed Value Per Acre (\$331,400 (2025 valuation) / 0.09 acres)

<u>Point Value</u>	<u>Value Per Acre</u>
+1	\$150,000-199,999
+2	\$200,000-349,999
+3	\$350,000-499,999
+4	\$500,000-599,999
+5	\$600,000 +

7. Business Retention **N/A**

<u>Point Value</u>	<u>Number of Retained Jobs</u>
+0.5	1-5 jobs
+1	6-10 jobs
+1.5	11-30 jobs
+2	31-50 jobs
+2.5	50-100 jobs
+3	101 + jobs

8. Ratio of Private versus Public Investment in Project

\$818,712 Private Investment

\$162,000 (\$100,000 Façade + \$62,000 Tentative GMEF) EDA/Public Investment

\$980,000+/- Total Investment

5 : 1 Ratio of Private versus Public financing

<u>Point Value</u>	<u>Ratio</u>
+1	over 2:1
+2	over 3:1
+3	over 4:1
+4	over 5:1
+5	6:1 or greater

9. Significant Community Impact

<u>Point Value</u>	<u>Unsubsidized Spin-Off development potential</u>
+1	Low potential for spin-off of unsubsidized development
+2	Moderate potential for spin-off unsubsidized development
+3	High potential for spin-off unsubsidized development

10. General Community Benefit

+2	Utilizes or fills vacant building(s) in the community
+3	Utilizes or fills vacant buildings in priority development areas in the community

11. Tenure in Business Operation

<u>Point Value</u>	<u>Number of Years in Business</u>
+1	Five years or less
+2	6 to 10 years
+3	11 years or more

12. Environmental Impacts

<u>Point Value</u>	<u>Types of Environmental Issues</u>
+1	Enhances the environmental aspects of a site via clean-up of contaminants or improved aesthetics via unique site or architectural features
-0-	No impacts
-1	Noise Issues
-2	Noise and negative visual aesthetics
-3	Noise, odors, dust, traffic and negative visual aesthetics

WORKSHEET SUMMARY

<u>Factors</u>	<u>Total Points</u>
#1. Number of New Employees	___ 2 ___ (1-5)
#2. Number of Jobs Per Acre	___ 5 ___ (1-5)
#3. Average Wages for New Jobs	___ 4 ___ (1-5)
#4. Public Assistance Per New Job	___ 5 ___ (1-5)
#5. Number of Years of TIF Assistance	___ n/a ___ (1-2)
#6. Developed Assessed Value Per Acre	___ 5 ___ (1-5)
#7. Business Retention (# of Jobs)	___ n/a ___ (5-3)
#8. Ratio of Private to Public Invest.	___ 4 ___ (1-5)
#9. Significant Impact/Comp Plan Goals	___ 1 ___ (1-3)
#10. General Community Benefit	___ 3 ___ (2-3)
#11. Number of Years of Business Oper.	___ 1 ___ (1-3)
#12. Environmental Impacts	___ 1 ___ (-3 to +1)
Total Points	31

Total Possible Points = 45

Total Worksheet Points Equated to Land Price

Total Overall Points Price for Otter Creek Land

1-5	\$3.16 per sq. ft. (No TIF)
5-10	\$3.16 per sq. ft. with TIF as a land reimbursement to developer
11-15	20 percent discount from market price = \$2.53 per sq. ft.
16-20	40 percent discount from market price = \$1.90 per sq. ft.
21-25	60 percent discount from market price = \$1.26 per sq. ft.

26-30

80 percent discount from market price = \$.63 per sq. ft.

31-42

100 percent discount from market price = \$1.00 for the entire lot



City Policy and Procedure

SECTION: FINANCE

NO: FIN-

REFERENCE:

Date:

Next Review Date:

TITLE: BUSINESS SUBSIDY POLICY

1.0 Purpose

This policy includes the criteria to be considered by the City of Monticello (the “City”) and the City of Monticello Economic Development Authority (the “EDA”) to evaluate the granting of business subsidies (this “Policy”). It is the City and the EDA’s intent in adopting this Policy is to comply with Minnesota Statutes, Sections 116J.993-116J.995, as amended (the “Act”). The term “business subsidy” or “business subsidies” shall be as defined in the Act.

2.0 Policy

Goals and Objectives/Public Purpose

It is the City’s and EDA’s intent to support and comply with the goals and objectives stated in the City of Monticello’s Comprehensive Plan and with the public purpose requirements of the Act when granting business subsidies. At a minimum, to be granted a business subsidy by the City or the EDA, a project must meet one (or two, depending) of the following goals and objectives. The City or the EDA may grant a business subsidy for the purpose of:

- 1. Attracting New Businesses & Expanding the Tax Base**
 - a. Project increases the tax base (Cannot be the only goal).
 - b. Project promotes and enhances industrial and commercial diversity in the City.
- 2. Attracting and Retaining Jobs**
 - a. Project creates the maximum number of livable wage jobs possible. To meet this goal, on average, the jobs created by the Project (both part-time and full-time) shall have a minimum hourly wage equal to twice the current State of Minnesota minimum wage.
 - b. Job retention may be an allowable goal for the Project if job loss is imminent and demonstrable.
- 3. Enhancing Downtown:** Project promotes revitalization and redevelopment in the City’s downtown.
- 4. Facilitating Redevelopment:** Project promotes redevelopment objectives and removal of blight, including pollution cleanup.
- 5. Housing:** Project diversifies the housing stock available within the City.

Subsidy Agreement, Compliance and Reporting Requirements

Prior to granting a business subsidy, the City or the EDA and the grantee (the “Grantee”) will be

required to enter into a formal agreement (the “Agreement”) which shall, among other things:

- Identify the amount and nature of the business subsidy and articulate the goals and objectives thereof.
- Identify the number of full-time or part-time jobs and the wages for those jobs which are to be established (or retained) within two years of the Benefit Date (as defined in the Act).
- Require that the Grantee continue project operations at the site for at least five years.

The Grantee shall file a report annually for two years after the Benefit Date or until all goals as set forth in the Agreement have been met, whichever is later. Reports shall be completed using the format drafted by the State of Minnesota and shall be filed with the City or the EDA no later than March 1 of each year for the previous calendar year.

Grantees failing to comply with the above provisions will be subject to fines, repayment requirements, and be deemed ineligible by the State of Minnesota to receive any loans or grants from public entities for a period of five years.

3.0 Scope

The City has the authority to administer the City’s Tax Abatement Program and grant business subsidies thereunder.

The EDA has the authority to administer the following programs and grant business subsidies thereunder:

1. Tax Increment Financing (TIF)
2. Greater Monticello Enterprise Fund (GMEF)
3. Small Cities Economic Development Set Aside Fund (ED)
4. Façade Improvement Forgivable Loan Program

The City and the EDA have adopted separate policies for each of these programs (the “Policies”). To the extent that the Policies contain more specific guidelines for each type of business subsidy, those Policies control.

Notwithstanding anything to the contrary herein, the City (and EDA, subject to City approval) reserve the right to create and administer additional programs and grant any type of business subsidy authorized by law, without limitation.

4.0

HISTORY			
Public Hearing and Approval Date:	03/11/2009 03/23/2009	Approved by:	EDA City Council
Public Hearing and Amendment Date:	11/09/2023 10/23/2023	Approved by:	EDA Council
Amendment Date:		Approved by:	



Ad Proof

Not Actual Size

**CITY OF MONTICELLO
ECONOMIC
DEVELOPMENT AUTHORITY
WRIGHT COUNTY,
MINNESOTA NOTICE OF
PUBLIC HEARING**

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the City of Monticello Economic Development Authority (the "Authority") will hold a public hearing on Wednesday, February 11, 2026, at approximately 6:00 P.M. or as soon thereafter as the matter may be heard, in the Mississippi Room of the Monticello Community Center located at 505 Walnut Street in the City of Monticello, Minnesota (the "City") to consider the provisions of a proposed business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the "Business Subsidy Law"), by providing a loan to Sperr Properties, LLC, a Minnesota limited liability company and L & L Homestyle Cafe, LLC, a Minnesota limited liability company (collectively, the "Recipient"), to finance a portion of the costs of interior building renovations and the purchase of restaurant equipment located at 154 Walnut Street in the City (the "Project").

Information about the proposed business subsidy for the Recipient is available for inspection at the office of the Authority's Executive Director at City Hall during regular business hours. After the public hearing, the Authority will consider granting the business subsidy in accordance with the proposed terms.

A person with residence in or the owner of taxable property in the City may file a written complaint with the Authority if the Authority fails to comply with the Business Subsidy Law, and no action may be filed against the Authority for the failure to comply unless a written complaint is filed.

All interested persons may appear at the hearing and present their views on the matters orally or provide their comments prior to the meeting in writing.

Dated: January 20, 2026
BY ORDER OF THE BOARD OF
COMMISSIONERS OF THE CITY
OF MONTICELLO ECONOMIC
DEVELOPMENT AUTHORITY
/s/ Jim Thares
Executive Director

Published in the Monticello Times
January 29, 2026
1515386

Publications:

Monticello Times

Date: 01/20/26

Account #: 429204

Customer: CITY OF MONTICELLO ~

Address: 505 WALNUT ST STE 1
MONTICELLO

Telephone: (763) 295-2711

Fax: (763) 295-4404

Ad ID: 1515386

Copy Line: Feb 11 Sperr Properties

PO Number:

Start: 01/29/26

Stop: 01/29/2026

Total Cost: \$157.25

of Lines: 74

Total Depth: 8.278

of Inserts: 1

Ad Class: 150

Phone # (763) 691-6000

Email: publicnotice@apgecm.com

Rep No: SM700

Contract-Gross

6A. Consideration of adopting Resolution 2026-03 authorizing a Greater Monticello Enterprise Fund (GMEF) Loan to Renewed Pilates, LLC in the amount of \$28,500 and Business Subsidy Agreement for equipment purchases and startup costs

Prepared by: Economic Development Manager	Meeting Date: 2/11/2026	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item
Reviewed by: Community Development Director, Finance Director, Community & Economic Development Coordinator	Approved by: City Administrator	

ACTION REQUESTED

Motion to approve Resolution 2026-03 authorizing a GMEF Loan to Renewed Pilates, LLC in the amount of \$28,500 and a Business Subsidy Agreement for equipment purchases and startup costs.

REFERENCE AND BACKGROUND

The EDA is asked to approve a GMEF Loan Agreement and a Business Subsidy Agreement to help finance equipment purchases and startup costs for Renewed Pilates, LLC. The proposed space for Renewed Pilates is inside the new Block 52 building at 101 West Broadway, which is currently vacant. Renewed Pilates, LLC is requesting a \$28,500 GMEF Loan as gap funding assistance to purchase equipment and to fund a portion of the startup costs.

The total project investment including tenant space buildout, new equipment and general startup costs is estimated to be \$227,500. Renewed Pilates has indicated that it will create 2 additional jobs and fill a prominent vacant space (approximately 1,710 square feet) downtown.

Financing information for the proposal is included in the loan application. Sherburne State Bank is providing a loan in the amount of \$45,000, or 19.78 percent of the total cost. The landlord contribution of \$150,000 for space build out is essentially partner equity and equates to 65.93 percent of the required project funding. The applicant owner is providing \$4,000 of funding or 1.76 percent of the total funding structure. The \$28,500 GMEF loan, about 12.53 percent of the project, will fill the remaining gap. The proposed funding sources and uses are shown below.

Funding Sources

<u>Entity</u>	<u>Amount</u>	<u>Percent</u>
Bank	\$ 45,000	19.78
Llrd Cash (Equity)	\$150,000	65.93
Owner Cash Equity	\$ 4,000	1.76
GMEF Loan	\$ 25,000	12.53
Total	\$227,500	100.00

Funding Uses

<u>Item</u>	<u>Amount</u>	<u>Percent</u>
Tenant Space Buildout	\$150,000	65.93
Start Up Costs-Contingency, Mkting	\$ 37,500	16.49
Equipment Purchases	\$ 40,000	17.58
Total	\$227,500	100.00

The proposed project is an eligible use of GMEF funds. The current available GMEF Loan Program cash balance is approximately \$846,000 +/- . The loan request equates to about 3.4 percent of the Fund balance. Per the GMEF Loan Policies, no more than 50 percent of the Fund's available dollars can be loaned out to a single borrower. Only 30 percent of a project can be funded through GMEF dollars. Currently, there is no stated minimum fund balance requirement in the GMEF Loan Policies and no established ratio for commercial to industrial loan amounts.

If the EDA authorizes the loan, the security will consist of a 2nd UCC Lien against the equipment as well as a personal guaranty from the borrower. In addition, it should be noted that the Business Subsidy section of the Loan Agreement spells out the wages that are required to be paid to the 2 new FTE employees. Renewed Pilates, LLC will be required to submit annual reports documenting the creation of the new jobs along with information about the wages for the new employees. There is no public hearing required for this Business Subsidy because the proposed financial assistance is less than \$150,000.

- I. Budget Impact:** The budget impact from the proposed GMEF Loan request is a direct reduction in the cash balance of the loan fund. If approved, the funding would draw the Fund's cash balance down by a total of \$28,500. The estimated \$1,850 in legal fees related to loan documents (EDA attorney) preparation plus the 1.5 percent loan origination fee will be collected from the borrower out of the loan proceeds at the time of loan closing. If Agenda item 5A (GMEF Loan Request – Sperr Properties) is also approved, the GMEF Loan fund balance would then drop to approximately \$752,500.

II. Staff Workload Impact: The Community Development Director, Finance Director and Economic Development Manager have committed time to completing tasks related to the review of the proposed loan request. Additional time toward this effort involves report preparation and meeting presentation time. No other staff are required to complete the work in this effort.

III. Comprehensive Plan Impact: The Economic Development section of the Comprehensive Plan encourages formation of an effective economic development effort which creates a supportive business environment and builds a vibrant, thriving local economy.

STAFF RECOMMENDATION

Staff recommend that the EDA approve the \$28,500 GMEF Loan and the Business Subsidy Agreement in support of the Renewed Pilates equipment and startup costs proposal. The loan request meets the general intent of the current GMEF Loan Policies. An initial review of the Development Assistance Worksheet scoring form for the request f indicates the proposal carries a score of 30 based on available application information. The EDA scoring metric is attached as Exhibit J. As a comparison, the recent Fairfield By Marriott Hotel proposal had a score of 35 while the Wiha Tools' project had a score of 34.5.

SUPPORTING DATA

- A. EDA Resolution 2026-03
- B. Loan Agreement with incorporated Business Subsidy Agreement
- C. Promissory Note
- D. Personal Guaranty
- E. UCC Lien Document
- F. Renewed Pilates, LLC GMEF Loan Application
- G. Renewed Pilates, LL Proposed Lease Agreement – Space at 101 West Broadway
- H. Bank Funding Commitment Letter – Sherburne State Bank
- I. Storefront Photo – 101 West Broadway
- J. Economic Development Assistance Worksheet Scoring Metrics
- K. GMEF Loan Policies

EDA RESOLUTION NO. 2026-03

**RESOLUTION APPROVING A GREATER MONTICELLO
ENTERPRISE FUND LOAN TO RENEWED PILATES LLC AND
APPROVING CERTAIN LOAN DOCUMENTS IN CONNECTION
THEREWITH**

BE IT RESOLVED BY the Board of Commissioners ("Board") of the City of Monticello Economic Development Authority (the "Authority") as follows:

Section 1. Recitals.

1.01. The Authority administers its Greater Monticello Enterprise Fund revolving loan program (the "Program") pursuant to its authority under Minnesota Statutes, Sections 469.090 to 469.1081, as amended (the "EDA Act"), in order to assist businesses in the City of Monticello, Minnesota (the "City") with financing certain economic development activities to meet the goals set forth in the guidelines approved by the Authority for the Program (the "Guidelines").

1.02. Renewed Pilates, a Minnesota limited liability company (the "Borrower"), has requested financial assistance from the Authority in connection with the costs related to the purchase of Pilates equipment (the "Project") located at 101 Walnut Street, Suite #3 in the City (the "Property").

1.03. The Authority and the Borrower desire to enter into a loan agreement (the "Loan Agreement") wherein the Authority agrees to make a loan pursuant to the Program and the Guidelines to the Borrower in the maximum amount of \$28,500 (the "Loan") to pay a portion of the costs of the Project. The Loan will be evidenced by a promissory note from the Borrower to the Authority (the "Note") and secured by a second position Security Agreement (the "Security Agreement") to be executed and delivered by the Authority by the Borrower, and the Personal Guaranty of Cassie Mallinger (the "Personal Guaranty").

Section 2. Loan Documents Approved.

2.01. The Authority hereby approves the Loan Agreement, the Note, the Security Agreement, and the Personal Guaranty in substantially the forms presented to the Board, including the business subsidy agreement in the Loan Agreement, together with any related documents necessary in connection therewith, including all documents, exhibits, certifications, or consents referenced in or attached to the Loan Agreement, the Security Agreement, the Note and the Personal Guaranty (the "Loan Documents").

2.02. The Board hereby authorizes the President and Executive Director, in their discretion and at such time, if any, as they may deem appropriate, to execute the Loan Documents on behalf of the Authority, and to carry out, on behalf of the Authority, the Authority's obligations thereunder when all conditions precedent thereto have been satisfied. The Loan Documents shall be in substantially the form on file with the Authority and the approval hereby given to the Loan Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the Authority and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the Authority. The execution of any instrument by the appropriate officers of the Authority herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Loan Documents shall not be effective until the date of execution thereof as provided herein.

2.03. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Loan Documents, the officers and employees of the Board are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Board to implement the Loan Documents.

Approved this 11th day of February, 2026, by the Board of Commissioners of the City of Monticello Economic Development Authority.

President

ATTEST:

Executive Director

LOAN AGREEMENT

This Loan Agreement (“Agreement”) is made this 11th day of February, 2026, between RENEWED PILATES LLC, a Minnesota limited liability company (the “Borrower”), and the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY (the “Lender”), a public body corporate and politic and political subdivision of the State of Minnesota.

RECITALS

A. The Lender has created the Greater Monticello Enterprise Fund (the “Program”), a revolving loan fund program to assist businesses in the City of Monticello, Minnesota (the “City”) with financing certain economic development activities to meet the goals set forth in the guidelines approved by the Lender for the Program (the “Guidelines”).

B. The Borrower has submitted a loan application (the “Application”) and the Lender has approved a loan to the Borrower in the maximum principal amount of \$28,500 (the “Loan”) to pay a portion of the costs related to the purchase of Pilates equipment and working capital for operations (the “Project”) located at 101 Walnut Street, Suite #3 in the City (the “Property”) legally described in Exhibit A attached hereto. The Loan will be evidenced by a Promissory Note, dated as of the date hereof (the “Note”), issued by Borrower in favor of the Lender, and secured by (i) a Personal Guaranty of Cassie Mallinger (the “Personal Guaranty”) and (ii) a Security Agreement from Borrower (the “Security Agreement” and, together with this Agreement and the Note, the “Loan Documents”).

C. The Loan constitutes a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), and the Lender has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act after a public hearing for which notice was published in accordance with the Business Subsidy Act.

D. The Lender now makes the Loan to the Borrower subject to all of the terms and conditions of this Agreement.

ACCORDINGLY, to induce the Lender to make the Loan to the Borrower and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Loan Amount. Subject to and upon the terms and conditions of this Agreement, the Guidelines, the Application and the other Loan Documents, the Lender agrees to loan to the Borrower the sum of Twenty-Eight Thousand Five Hundred and No/100 Dollars (\$28,500.00), or so much thereof as is disbursed to the Borrower in accordance with this Agreement. Proceeds of the Loan (the “Proceeds”) shall be disbursed in accordance with Section 3 hereof.

2. Repayment of Loan. The Loan shall be evidenced by the Note payable by the Borrower to the Lender. The interest rate on the principal amount outstanding on the Note shall be fixed at 5.75% per annum. The Note shall be repaid in accordance with the terms thereof. The Borrower may prepay the principal of the Note plus accrued interest thereon, in whole or in part, on any date, as set forth in the Note.

3. Disbursement of Loan Proceeds.

(a) The Proceeds shall be disbursed in a single lump sum on a reimbursement basis. Prior to disbursement, the Borrower shall have delivered the following to the Lender:

(i) Loan Documents. The Borrower having delivered to the Lender, without expense to the Lender, executed copies of the Loan Documents;

(ii) Cost Certificate. A sworn certificate detailing costs and sources of funds to be utilized for the Project (“Cost Certificate”) in a form acceptable to the Lender, showing an itemized breakdown of: (i) the source and amount of all Project funds; and (ii) of the total cost of the Project. At least 70% of the Project funds must come from a source other than the Loan;

(iii) Evidence of Payment and Lien Waivers. Evidence in the form of paid invoices, statements, or similar and accompanying lien waivers, if applicable, that are acceptable to the Lender, that the Borrower has paid costs of the Project in an amount at least equal to the amount of the Loan;

(iv) Financing. The Borrower having provided to the Lender copies of the Borrower’s primary lender documents;

(v) Borrower Documents. The Borrower having provided copies of the Borrower’s organizational documents, including, if applicable, articles of incorporation or articles of organization, a certificate of good standing issued by the Minnesota Secretary of State, an Employer Identification Number (EIN) certificate and evidence that the Borrower has a city, state, or federal license to do business or relevant professional license;

(vi) Insurance. The Borrower having delivered to the Lender a certificate or policy for all insurance required, under the terms hereof, to be maintained by the Borrower;

(vii) Fees. The Borrower having paid to the Lender a Loan origination fee of 1.50% of the Loan and all charges associated with the Loan, including, but not limited to: (i) Lender’s attorneys’ fees; and (ii) filing fees of any instruments required under this Agreement within 30 days of the Lender providing written notice to the Borrower of Lender’s costs;

(viii) Compliance with Laws, Etc. The Borrower shall have delivered to the Lender such evidence as the Lender may require as to the compliance of the Property with: (i) all applicable laws, codes, rules, regulations and ordinances, including, without limitation, those relative to environmental protection, protection of wetlands, building and zoning matters and the Americans with Disabilities Act; and (ii) the requirements of any restrictive covenants, conditions and restrictions; conditional use permit or planned unit development applicable to the Property; and

(ix) Resolutions. The Borrower shall have delivered to the Lender a copy of the resolutions of its board, duly certified by its company secretary, authorizing the execution, delivery, and performance of, and the transactions contemplated by this Agreement and the Loan Documents;

and

(x) Title Insurance. The Borrower, at its sole expense, will cause a title insurance company qualified to do business in the State of Minnesota and acceptable to the Lender to deliver to the Lender the title insurer's commitment to issue a title insurance policy, ALTA Loan Policy, in the amount of \$28,500 effective as of the date of closing, ensuring to the Lender that:

1. The Borrower is the owner of the Property;
2. The Property is free and clear of all other liens, charges, and encumbrances except those disclosed in the Title Commitment and Attachments;
3. A Comprehensive Endorsement, a usury endorsement, a zoning endorsement, and an access endorsement are provided; and
4. The policy will be issued free and clear of the standard printed title exceptions and exceptions to coverage as shown in the Title Commitment, including (i) encroachments, boundary line disputes, and other matters which would be disclosed by an accurate survey; (ii) any state of facts that exists after the date of the Title Commitment; (iii) easements or claims of easements not disclosed by public records; (iv) rights or claims of parties in possession not shown by the public records; (v) any lien or right to a lien for services, labor, or material furnished prior to or after this Agreement, whether shown by the public records or otherwise; (vi) taxes and special assessments not shown as existing liens by public records; and (vii) free and clear of any other objections, encumbrances, or exceptions to title. The Lender will have ten (10) business days from the receipt of the Title Commitment to notify the Borrower of any defect in title or any other title related matter deemed unacceptable to the Lender. The Borrower will have twenty (20) business days from receipt of said notice from the Lender to cure the defect(s). If the Borrower is not able to cure said defects in that period, the Lender may, in its sole discretion, cancel this Agreement, and have no further obligation to the Borrower under this Agreement.

(b) Upon receipt by the Lender of the items required pursuant to this section hereof in the form and condition required therein, the Lender agrees to disburse the Proceeds to the Borrower in an amount not to exceed the lesser of (a) 30% of the total Project cost as evidenced by the Cost Certificate, or (b) the Loan amount.

4. Representations and Warranties. The Borrower warrants and represents to the Lender that:

(a) The Borrower is a limited liability company under the laws of Minnesota and is duly authorized and empowered to execute, deliver, and perform this Agreement and to borrow money from the Lender.

(b) The execution and delivery of this Agreement, and the performance by the Borrower of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Borrower.

(c) The execution and delivery of this Agreement has been duly executed and delivered by the Borrower and constitutes its lawful and binding obligation, legally enforceable against it.

(d) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of the Proceeds and that any duly authorized representative of the Lender shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower pertaining to the Loan for 6 years after the date hereof. Upon request, the Borrower shall provide the Lender with their current balance sheets, statements of income and annual audited financial statements.

(e) The Borrower warrants that it has fully complied with all applicable local, state and federal laws and ordinances pertaining to its business, the Project and the Property, and will continue to comply throughout the terms of this Agreement. If at any time the Borrower receives notice of noncompliance from any governmental entity, the Borrower agrees to notify the Lender of such noncompliance and take any necessary action to comply with the local, state or federal requirement in question.

(f) The Borrower warrants that it will use the Proceeds solely for the costs of the Project.

(g) The Borrower warrants that it will not create, permit to be created, or allow to exist any liens, charges, or encumbrances prior to the obligation created by this Agreement, except as otherwise authorized in writing by the Lender. Anything above to the contrary notwithstanding, Borrower at its expense may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any such lien or encumbrance provided that (a) the collection thereof from the Borrower, the Lender and the Property shall be suspended during the period of such contest, (b) neither the Property nor any part thereof or interest therein would be in any danger, deemed substantial by the Lender, of being sold, forfeited or lost, and (c) the Lender shall be furnished such security, if any, as may be required in the contest or reasonably requested by the Lender. The Borrower shall give prompt written notice to the Lender of the commencement of any contest referred to in the preceding sentence.

(h) The Borrower will comply with all state and local laws pertaining to licensing, building codes, zoning, and environmental requirements. The Borrower represents that it does not have delinquent taxes, bills, fines or other charges due to the City. The Borrower represents and certifies that the Project is a conforming or legally nonconforming use under the current zoning regulations of the City.

(i) The Borrower shall promptly keep, perform and comply with all of the terms, covenants and conditions to be kept and performed by the Borrower, as required by the City and any other governmental body having jurisdiction over the Property; keep unimpaired the rights of the Borrower under any permit or agreement issued or made by the City or other governmental body having jurisdiction over the Property; and to enforce the prompt performance of all of the terms, covenants and conditions to be kept and performed by the City or other governmental body having jurisdiction over the Property, respectively, under any permits or agreements issued or made by the City or such other governmental bodies, and any contractors under all contracts obtained or held by the Borrower in connection with the operation of the Borrower's business.

(j) During the term of this Agreement, the Borrower shall procure and maintain or cause to be procured and maintained at its sole expense, casualty insurance, public liability insurance and such other types of insurance as are reasonably required by the Lender from time to time, with coverages and in amounts normally held by owners of property similar to the Property and with companies satisfactory to the Lender. The policy or policies or duly executed certificate or certificates for such insurance and renewals or replacements thereof shall be deposited with the Lender.

(k) No litigation, tax claims or governmental proceedings are pending or threatened against the Borrower or the Property, and no judgment or order of any court or administrative agency is outstanding

against the Borrower or the Property which would have a material adverse effect on the Borrower or the Property.

(l) The Borrower understands and agrees that the Lender is relying upon the above representations and warranties in extending the Loan to the Borrower. The Borrower further agrees that the foregoing representations and warranties shall be continuing in nature and shall remain in full force and effect until such time as the Loan and Note shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

(m) The Borrower shall at all times comply with the Guidelines.

(n) The Borrower shall not (a) engage in any business activities substantially different than those in which the Borrower is presently engaged; (b) cease operations, liquidate, merge or consolidate with any other entity; (c) sell, assign or transfer any of the assets of the Borrower which are related to the Borrower's business, except in the ordinary course of business; or (d) purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

(p) The Borrower shall cause to be filed a UCC financing statement for the Security Agreement.

5. Business Subsidy.

(a) Public Purpose. In order to satisfy the provisions of the Business Subsidy Act, the Borrower acknowledges and agrees that the amount of the "Business Subsidy" granted to the Borrower under this Agreement is the Loan, and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Borrower to undertake without the Business Subsidy due to the extraordinary costs of acquiring new equipment. The public purpose of the Business Subsidy is to increase the tax base of the City and the State, and increase jobs in the City and State (including construction jobs).

(b) Operation of Site. The Borrower shall operate the Project as a restaurant (the "Qualified Facility") for at least 5 years after the Benefit Date (defined hereinafter). The improvements will be a Qualified Facility as long as the Project is operated by the Borrower for the aforementioned qualified uses. During any period when the Project is vacant and not operated for the aforementioned qualified uses, the Project will not constitute a Qualified Facility.

(c) Job and Wage Goals. The "Benefit Date" of the assistance provided in this Agreement is the earlier of the date of issuance of the Certificate of Completion or the date the Project is occupied by Borrower. By or before the "Compliance Date", defined as the date two years after the Benefit Date, the Borrower shall (i) create at least 1 full-time job, new to Minnesota, permanent to the Property, and (ii) cause the hourly wage of all the jobs to be at least \$[.00] per hour, [exclusive of benefits]. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied despite the Borrower's continuing obligations under Section 5(b). The Lender may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the Authority's legislative discretion regarding this matter.

(d) Remedies. If the Borrower fails to meet the goals described in Section 5(b) and 5(c), the Borrower shall repay to the Lender upon written demand from the Lender a "pro rata share" of the outstanding principal amount of the Loan together with interest on that amount at the implicit price deflator as provided in Section 116J.994, subd. 6 of the Business Subsidy Act, accrued from the date of substantial completion of the Project to the date of payment. The term "pro rata share" means percentages calculated as follows:

(i) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(ii) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(iii) if the failure relates to maintenance of the facility as a Qualified Facility in accordance with Section 5(b), 60 less the number of months of operation as a Qualified Facility (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as determined by the Lender, divided by 60; and

(iv) if more than one of clauses (i) through (iii) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the Lender's remedies under Section 7 hereof. In addition to the remedy described in this Section and any other remedy available to the Lender for failure to meet the goals stated in Section 5, the Borrower agrees and understands that it may not receive a business subsidy from the Lender or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Borrower satisfies its repayment obligation under this Section, whichever occurs first.

(e) Reports. The Borrower must submit to the Lender a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2026 and continuing until the later of (i) the date the goals stated in Section 5(b) and (c) are met; (ii) 30 days after expiration of the period described in Section 5(b); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 5(d). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The Lender will provide information to the Borrower regarding the required forms. If the Borrower fails to timely file any report required under this Section, the Lender will mail the Borrower a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

(f) Other assistance. Other than the loan provided pursuant to this Agreement, there are no other state or local government agencies providing financial assistance for the Project.

(g) Parent Corporation. [The Borrower does not have a parent corporation].

6. Event of Default by Borrower. The following shall be Events of Default under this Agreement:

(a) failure to pay any principal or interest on the Loan when due;

(b) any representation or warranty made by the Borrower herein or in any document, instrument, or certificate given in connection with the Loan Documents that is false when made;

(c) Failure by the Borrower to pay its debts as they become due, or if the Borrower makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code,

files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within thirty (30) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within thirty (30) days of the appointment;

(d) a garnishment summons or writ of attachment is issued against or served upon the Lender for the attachment of any property of the Borrower in the Lender's possession or any indebtedness owing to the Borrower, unless appropriate papers are filed by the Borrower contesting the same within thirty (30) days after the date of such service or such shorter period of time as may be reasonable in the circumstances;

(e) any breach or failure of the Borrower to perform any other term or condition of this Agreement or the Loan Documents not specifically described as an Event of Default in this Agreement or the Loan Documents, and such breach or failure continues for a period of fifteen (15) days after the Lender has given written notice to the Borrower specifying such default or breach, unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and is being diligently pursued until the Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder);

(f) the Borrower takes any of the actions set forth in Section 9 hereof; and

(g) any breach by Borrower of any other agreement between Borrower and Lender, or Borrower and the City.

7. Lender's Remedies upon Borrower's Default. Upon an Event of Default by the Borrower and after provision by the Lender of written notice, if the Borrower has failed to remedy such default within the period specified above, the Lender shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

(a) declare the principal amount of the Loan and any accrued interest thereon to be immediately due and payable upon providing written notice to the Borrower;

(b) suspend its performance under this Agreement;

(c) take any action provided for at law to enforce compliance by the Borrower with the terms of this Agreement and the Note; and

(d) exercise its remedies under the Personal Guaranty.

In addition to any other amounts due on the Loan, and without waiving any other right of the Lender under any this Agreement or any other instrument securing the Loan applicable documents, the Borrower shall pay to the Lender a late fee of \$250 for any payment not received in full by the Lender within 30 calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to the Lender, and all such interest will be due and payable at the same time as the amount on which it has accrued.

8. Lender's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by the Lender, the Borrower shall pay or reimburse the Lender for all expenses, including all attorneys' fees and expenses incurred by the Lender in connection with the enforcement of this Agreement, the Loan Documents and the Note, or in connection with the protection or enforcement of the interests and collateral security of the Lender in any litigation or bankruptcy or insolvency proceeding or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

9. Early Repayment. The Loan will be immediately due and payable if:

- (a) the Borrower or its owners sells or otherwise transfers any or part or his/her interest in the Property;
- (b) the Borrower fails to comply with the Guidelines; or
- (c) the Borrower ceases operations, reduces services or significantly alters the Project.

10. Indemnification.

(a) The Borrower shall and does hereby agree to protect, defend, indemnify, and hold the Lender and the City, and their respective officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) Should the Lender or the City, or their respective officers, agents, or employees, incur any such liability or be required to defend against any claims or demands pursuant to Section 10, or should a judgment be entered against the Lender, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and the Borrower shall reimburse the Lender for the same immediately upon demand, and upon the failure of the Borrower to do so, the Lender may declare the Loan immediately due and payable.

(c) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and payment of any indebtedness to the Lender. The Borrower waives notice of the acceptance of this Agreement by the Lender.

(d) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which the Lender is entitled under law.

11. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by the Borrower and the Lender. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

(b) Assignment. This Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. All rights and powers

specifically conferred upon the Lender may be transferred or delegated by the Lender to any of its successors and assigns. The Borrower's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by the Lender.

(c) Governing Law. This Agreement is made and shall be governed in all respects by the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(d) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, first-class mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To Lender: City of Monticello Economic Development Authority
505 Walnut Street, Suite 1
Monticello, MN 55362
Attn: Executive Director

To Borrower: Renewed Pilates LLC
26140 109th Ave N
Rogers, MN 55374

(f) Termination. If the Loan is not disbursed pursuant to this Agreement within 180 days of approval of the Loan by the Board of the Commissioners of the Lender (the "Board"), this Agreement shall terminate and neither party shall have any further obligation to the other, except that if the Loan is not disbursed because the Borrower has failed to use its best efforts to comply with the conditions set forth in Section 3 of this Agreement then the Borrower shall pay to the Lender all reasonable attorneys' fees, costs, and expenses incurred by the Lender in connection with this Agreement, the Loan Documents and the Note. The 180 days may be extended up to an additional 120 days if an extension request is (i) received at least 30 days prior to the expiration of the 180 days and (ii) approved by the Board.

Provided the Loan is disbursed within the required timeframe, this Agreement shall terminate on the later of the Maturity Date (as defined in the Note) or the date that the Loan has been paid in full (the "Termination Date"). Notwithstanding anything herein to the contrary, the indemnification provisions provided in Section 10 hereof shall not terminate on the Termination Date.

(g) Entire Agreement. This Agreement, together with any exhibits attached hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Loan.

(h) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

(i) Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(j) Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Borrower’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

(k) Accounting and Records. The Borrower agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all funds received under this Agreement. Such accounts and records shall be kept and maintained by the Borrower for a period of six (6) years following the Termination Date. Accounting methods shall be in accordance with generally accepted accounting principles.

(l) Audits. The accounts and records of the Borrower described in paragraph (l) above shall be audited in the same manner as all other accounts and records of the Borrower and may, for a period of six (6) years following the Termination Date, be inspected on the Borrower’s premises by the Authority or individuals or organizations designated by the Authority, upon reasonable notice thereof to the Borrower. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the day and year first written above.

LENDER:

**CITY OF MONTICELLO ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

President

By: _____

Executive Director

**[SIGNATURE PAGE TO LOAN AGREEMENT – CITY OF MONTICELLO ECONOMIC
DEVELOPMENT AUTHORITY]**

BORROWER:

RENEWED PILATES LLC, a Minnesota limited liability company

By _____
Its _____

EXHIBIT A

Legal Description of Property

That property located in the City of Monticello, Wright County, Minnesota and legally described as follows:

[INSERT]

PROMISSORY NOTE

\$28,500

February 11, 2026

FOR VALUE RECEIVED, the undersigned, RENEWED PILATES LLC, a Minnesota limited liability company (the "Borrower"), for value received, hereby promises to pay to the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of Minnesota (the "Lender") (Lender and any holder of this Note from time to time are each hereinafter sometimes referred to as "Holder"), at 505 Walnut Street, Suite 1, Monticello, Minnesota 55362, or such other place as may be designated from time to time in writing by the Holder hereof, the principal sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED and no/100ths Dollars (\$28,500) or so much thereof as may be advanced under this Note (the "Loan"), pursuant to the terms of a Loan Agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement"), together with interest thereon at the rate of 5.75% per annum from the date of this Promissory Note (the "Note"), in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. The principal and interest of this Note is payable as follows:

1. Interest at the rate of 5.75% per annum shall accrue on the principal amount outstanding on the Note. The Borrower shall make level payments of principal and interest beginning on August 1, 2026 (the "Initial Payment Date"), and continue on the first day of each and every month thereafter until paid in full. Such payments shall fully amortize the principal and interest over ten (10) years; provided that the final payment of unpaid principal and interest shall be due and payable on March 1, 2036 (the "Maturity Date").

2. The Borrower may prepay the principal of the Note plus accrued interest thereon, in whole or in part, on any date without premium or penalty.

3. In addition to any other amounts due on the Loan Amount, and without waiving any other right of Lender under the Loan Documents, Borrower shall pay to Lender a late fee of \$250.00 for any payment not received in full by Lender within 16 calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to Lender, and all such interest will be due and payable at the same time as the amount on which it has accrued.

4. This Note evidences the Loan and is given pursuant to the Loan Agreement. The repayment of this Note is secured by the Security Agreement and the Personal Guaranty.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, the Security Agreement, the Personal Guaranty or any other instrument securing this Note are hereby 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. It is agreed that time is of the essence of this Note. If an Event of Default occurs hereunder, under the Loan Agreement or any other instrument securing this Note, then Lender may at its right and option, pursuant to a notice of default, declare immediately due and payable the principal balance of this Note and interest accrued thereon, together with any costs of collection including attorney fees incurred by Lender in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Loan Agreement.

5. The remedies of the Lender as provided herein, and in the Loan Agreement, the Security Agreement, the Personal Guaranty, or any other instrument securing this Note shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender, may

be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender shall 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 Lender and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

6. The obligations of the Borrower hereunder are unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Lender, the City, or any government body or other person.

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

8. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws of the State of Minnesota.

9. IT IS HEREBY 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.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the _____
day of _____, 2026.

RENEWED PILATES LLC, a Minnesota limited
liability company

By _____
Its _____

[SIGNATURE PAGE FOR PROMISSORY NOTE]

PERSONAL GUARANTY

CASSIE MALLINGER

Monticello, Minnesota

February 11, 2026

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic (the "Lender"), to or for the account of RENEWED PILATES LLC, a limited liability company (the "Borrower"), the undersigned (the "Guarantor") absolutely and unconditionally guaranty to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Borrower (and any and all successors of the Borrower) to the Lender, now or hereafter existing including the that certain Promissory Note of even date herewith, in the original aggregate principal amount of \$28,500.00, executed and delivered by the Borrower to the Lender, in accordance with the terms of the Loan Agreement, of even date herewith, between the Borrower and the Lender, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Borrower (and any and all successors of the Borrower) as a member of any partnership, syndicate, association or other group, and whether incurred by the Borrower (or any successor of the Borrower) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the "Indebtedness"); and the Guarantor agrees to pay on demand all of the Lender's fees, costs, expenses and reasonable attorneys' fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The Lender may at any time and from time to time, without consent of or notice to the Guarantor, without incurring responsibility to the Guarantor, without releasing, impairing or affecting the liability of the Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Borrower, the Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Guarantor hereunder, and the Guarantor waives any and all defenses of the Borrower pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Guarantor hereunder. This guaranty is a primary obligation of the Guarantor and the Lender shall not be required to first resort for payment of the Indebtedness to the Borrower or any other person, its properties or estates, or any security or other rights or remedies whatsoever. The

Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor to the Lender, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the Lender to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Borrower or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor hereunder. The Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Guarantor against the Lender in connection with this guaranty shall be venued in either the District Court of Benton County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Guarantor, now or hereafter in the possession, control or custody of or in transit to the Lender for any purpose, including without limitation the balance of every account of the Guarantor with and each claim of the Guarantor against the Lender, shall be subject to a lien and security interest in favor of the Lender, as security for all liabilities of the Guarantor to the Lender, and shall be subject to be set off against any and all such liabilities, and the Lender may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Guarantor agrees to promptly provide the Lender from time to time with financial statements of the Guarantor, in form and substance acceptable to the Lender, at least once every 12 months and as otherwise requested by the Lender. The Guarantor agrees to promptly provide the Lender from time to time with such other information respecting the condition (financial and otherwise), business and property of the Guarantor as the Lender may request, in form and substance acceptable to the Lender.

The Guarantor waives all claims, rights and remedies which the Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Guarantor in the Borrower; provided, nothing contained in this guaranty shall deprive the Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Borrower. No delay or failure by the Lender in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the Lender or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of

revocation of this guaranty, executed by the Guarantor, has been received by the Lender; provided, no revocation of this guaranty shall affect in any manner any liability of the Guarantor under this guaranty with respect to Indebtedness arising before the Lender receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Guarantor and the heirs, representatives, successors and assigns of the Guarantor, and of each of them respectively, and shall benefit the Lender, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

Agrees that the Lender shall not be required to first resort for payment to the Borrower or any other person, corporation or entity, or their properties or estate, or any other right or remedy whatsoever, prior to enforcing this Guaranty.

Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (I) the validity, regularity or enforceability or the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Borrower; or (2) any event or any conduct or action of the Borrower or the Lender or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

The Guarantor is an owner of the Borrower and the Guarantor acknowledges and agrees that the Indebtedness is being utilized by the Borrower to finance a portion of the costs related to the interior building renovations and the purchase of restaurant equipment located at 154 Walnut Street in the City (the "Property"), and such business improvements will materially financially benefit the Guarantor and, therefore, the Guarantor's obligations under this Guaranty are proper, valid and enforceable.

The Guarantor agrees to deliver to the Lender: (i) on or before the earlier of thirty (30) days after its completion or one hundred twenty (120) days following each calendar year, the signed personal financial statement of the Guarantor, in a form acceptable to Lender and dated as of December 31st of the immediately preceding year, which financial statement presents the financial condition (including all guaranty and other contingent obligations) of the Guarantor as of such date; and (ii) as soon as available, but in no event later than their required filing, the federal income tax return, including all schedules and forms, for the applicable year for the Guarantor. In addition, Guarantor agrees with reasonable promptness, to provide to Lender such further information regarding the business, operations, affairs and financial and other condition of the Guarantor as the Lender may reasonably request.

The Guarantor warrants and represents to the Lender as follows:

a. Enforceability. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

b. Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), property or

assets of the Guarantor, or which would question total validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform his or her obligations hereunder or thereunder.

c. Default. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which he or she is a party or by which he or she or his or her property is bound or affected.

d. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished or such notice has been given prior to the date hereof.

e. Taxes. Guarantor has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings and none of them has any information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

THE GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE GUARANTOR HAS READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

Cassie Mallinger

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor					
8. OPTIONAL FILER REFERENCE DATA:					

Life is good. BUSINESS IS GREAT.

Development Services
Jim Thares | Economic Development Manager

Email: Jim.Thares@MonticelloMN.gov
Phone: (763) 271-3254

Monticello Economic Development Authority
505 Walnut Street, Suite 1, Monticello, Minnesota 55368

Business Subsidy Preliminary Qualifying Application

Please Note: All information provided on this application is made public

Contact Information

Applicant: Cassie Mallinger

Firm Or Trade Name: Renewed Pilates LLC

City/State: Monticello, MN

Telephone: (Bus.) [REDACTED]

E-Mail: [REDACTED]@gmail.com

Business Information

Type Of Business: Sole Proprietorship Corporation Partnership Start Up

Type Of Project: Manufacturing Commercial Residential

Type Of Project: New Business Relocation Expansion

Financial Assistance Seeking: GMEF TIF Tax Abatement SCDP

History of Your Business New Pilates business founded by experienced instructor Cassie Mallinger

Development Plans

Total Sq. Ft. of Building 1,500 Own Lease

Estimated Sq Ft Cost of Construction \$85-100 / sq ft (est.)

Estimated Land Acreage N/A (tenant space)

Describe Your Project (Products, Processes, Employment Types, Location(s), Customers, Markets & Any other information to help us understand the nature of your business)

Build-out of a 1,500 sq ft Reformer Pilates studio with classroom space, reception area, storage, and non-slip flooring. Offers group classes and private training for adults seeking low-impact strength, mobility, and wellness.

Attach Any Images or Plans That May Help Explain Your Project

Financial Information

Anticipated Lender North Star Bank (Monticello)

Anticipated Contractor Block 52 Developer / Approved Contractor

Anticipated Amount of Financial Request from EDA \$25,000

Anticipated Schedule Build-out Dec 2025-Feb 2026; open March 2026.

Job And Wage Level Creation

For Monticello Location Only: Created & Filled FTE within Two Years

of Jobs 3 FTE

Average Wages Per Employee \$30-35 hr

Date 11/13/2025 Signature Cassie Mallinger

Government Data Practices Act — Tennessen Warning:

The data you supply on this form will be used to process the application for which you are applying. You are not legally required to provide this data, but the City of Monticello may not be able to process your application without it. The data will constitute a public record if posted to a board or commission agenda packet and as such will be available to the general public upon written request. Minnesota Statute §13.41

Legal name of applicant: Cassie Mallinger

Address: 101 West Broadway St, Monticello, MN 55362

Telephone number: [REDACTED]

Name of contact person: Cassie Mallinger

REQUESTED INFORMATION

Addendum shall be attached hereto addressing in detail the following:

1. A map showing the exact boundaries of proposed development.
2. Give a general description of the project including size and location of building(s); business type or use; traffic information including parking, projected vehicle counts and traffic flow; timing of the project; estimated market value following completion.
3. The existing Comprehensive Guide Plan Land Use designation and zoning of the property. Include a statement as to how the proposed development will conform to the land use designation and how the property will be zoned.
4. A statement identifying how the increment assistance will be used and why it is necessary to undertake the project.
5. A statement identifying the public benefits of the proposal including estimated increase in property valuation, new jobs to be created, hourly wages and other community assets.
6. A written description of the developer's business, principals, history and past projects

I understand that the application fee will be used for EDA staff and consultant costs and may be partially refundable if the request for assistance is withdrawn. Refunds will be made at the discretion of the EDA Board and be based on the costs incurred by the EDA prior to withdraw of the request for assistance. If the initial application fee is insufficient, I will be responsible for additional deposits.

SIGNATURE

Applicant's signature: *Cassie Mallinger*

Date: 11/13/2025

CITY OF MONTICELLO ECONOMIC DEVELOPMENT AUTHORITY

Application for Business Assistance Financing

GENERAL INFORMATION:

Business Name: Renewed Pilates Date: 11/13/2025

Address: 101 West Broadway St, Monticello, MN 55362

Type (Partnership, etc.): Limited Liability Company (single-member)

Authorized Representative: Cassie Mallinger Phone: [REDACTED]

Description of Business: Reformer Pilates studio offering classes and private training.

Legal Counsel: To be determined

Address: _____ Phone: _____

Financial Assistance Seeking GMEF TIF SCDP Downtown Facade Tax Abatement

FINANCIAL BACKGROUND:

- 1. Have you ever filed for bankruptcy? **No**
- 2. Have you ever defaulted on any loan commitment? **No**
- 3. Have you applied for conventional financing for the project? **No**

4. List financial references:

- a. Falcon National Bank – Maple Grove, MN (personal banking)
- b. Local Monticello bank (business account to be opened prior to launch)
- c. WomenVenture – microloan application in progress

5. Have you ever used Business Assistance Financing before? No
If yes, what, where and when? _____

PROJECT INFORMATION:

1. Location of Proposed Project: 101 West Broadway St, Monticello, MN 55362 (Block 52)

2. Amount of Business Assistance requested? 25,000

3. Need for Business Assistance: EDA funds support equipment & early startup capital

4. Present ownership of site: Leased / Block 52 Developer

5. Number of permanent jobs created as a result of project? 1 full-time, 1 part-time

6. Estimated annual sales: Present: 0 Future: 150,000-200,000

7. Market value of project following completion: Approximately \$200,000

8. Anticipated start date: December 2025 Completion Date: February 2026

FINANCIAL INFORMATION:

1. Estimated project related costs:	
a. Land acquisition	<u>\$ 0</u>
b. Site development	<u>0</u>
c. Building cost	<u>153,450</u>
d. Equipment	<u>62,000</u>
e. Architectural/engineering fee	<u>8,000</u>
f. Legal fees	<u>2,000</u>
g. Off-site development costs	<u>1,000</u>

2. Source of financing:

a. Private financing institution	\$ 50,000 (Bank loan)
b. Tax increment funds	0
c. Other public funds	25,000 (EDA loan)
d. Developer equity	159,450 (TI + owner eq.)

PLEASE INCLUDE:

1. Preliminary financial commitment from bank.
2. Plans and drawing of project.
3. Background material of company.
4. Pro Forma analysis.
5. Financial statements.
6. Statement of property ownership or control.
7. Payment of application fee of \$250.00

RENEWED PILATES EDA ADDENDUM

Submitted by: Cassie Arlene Mallinger, Owner & Lead Instructor

Location: Block 52 Development, Monticello, Minnesota

1. Business Overview

Renewed Pilates is a boutique reformer-based Pilates studio opening within the Block 52 development in downtown Monticello. The studio will offer small-group reformer classes, private sessions, and beginner- to post-rehab–friendly movement instruction. The environment emphasizes safety, clarity, proper form, and community connection.

Mission Pillars

- **Honest Movement** — evidence-informed, low-impact exercise
- **Transparent Wellness** — clear pricing with no contracts or hidden fees
- **Community-Centered Support** — accessible, instructor-led movement for all abilities

Monticello currently has no equipment-based Pilates studio offering reformers, towers, or classical apparatus. Renewed Pilates will fill this service gap and meet rising demand for guided, low-impact strength training.

2. Owner Background & Qualifications

My name is **Cassie Arlene Mallinger**, and I am the owner and lead instructor of Renewed Pilates. I bring a strong track record of delivering high-quality instruction, maintaining long-term client relationships, and generating consistent revenue.

Proven Revenue & Retention

For the past two years, I have taught Pilates and small-group training at Life Time Fitness and have consistently maintained ~50 active clients. My instruction produces **\$7,000–\$10,000 in monthly revenue**, demonstrating:

- Strong member retention
- Recurring session purchases

- Established trust in my programming
- Clear demand for my teaching style

Teaching Expertise

I teach:

- Reformer Pilates
- Mat Pilates
- Alignment-based functional movement
- Posture, mobility & core progression
- Older-adult & beginner-friendly programming
- Private and small-group sessions

My clientele already aligns with the target demographic for Renewed Pilates.

3. Target Market & Membership Goals

Monticello and surrounding cities include over 30,000 adults who fit the ideal demographic: women 25–55, adults 55+, post-rehab clients, beginners, and individuals seeking structured low-impact exercise.

There is currently **no classical Pilates studio** providing equipment-based instruction in Monticello.

Primary Client Segments

Segment	Core Needs	Why They Choose Renewed Pilates
Women 25–55	Structure, confidence, consistency	Trusted instructor + clear guidance
Adults 55+	Balance, mobility, posture	Small class sizes + safe instruction
Post-rehab	Continuation after PT/Chiro	Injury-aware programming + partnerships

New/returning exercisers	Accountability + gentle progression	Highly supportive environment
--------------------------	-------------------------------------	-------------------------------

Membership Growth Projections

Timeline	Member Goal	Notes
Pre-Opening	15–20	Early revenue stabilization
Month 3	35–45	Standard ramp-up
Month 6	55–60	Break-even point
End of Year 1	80–100	Consistent with MN boutique benchmarks

These goals are supported by local market demand, population density, industry retention averages (70–85%), and my personal 85% retention rate.

4. Marketing & Community Growth Strategy

A. Digital Presence

- Google Business Profile
- SEO-optimized website with transparent pricing
- Testimonial and educational social media content
- Email/SMS onboarding + retention

B. Healthcare & Community Partnerships

Planned collaborations include:

- Physical therapy clinics
- Chiropractors
- Pelvic floor specialists
- Local churches and wellness providers

Projected to contribute 10–20% of new members annually.

C. Referral & Loyalty Programs

- 2 monthly guest passes per member
- \$20 referral credit for both parties
- Member milestone recognition

Referral programs typically generate 25–35% of boutique studio growth.

D. Additional Revenue Streams

- Workshops (Back Pain, Desk Worker Mobility, Posture Basics)
- 6–8 week challenges
- Retail (grip socks, apparel)
- Private small-group sessions

5. Financial Structure & Purpose of the EDA Loan

Funding Sources

- **Bank Loan:** \$50,000
- **EDA Loan Request:** \$25,000
- **WomenVenture Microloan:** ~\$10,000
- **Owner Contribution:** ~\$7,000
- **Additional Grants/Aid:** \$2,000–\$3,000

6. How the EDA Loan Will Be Used

The EDA loan will be used **specifically to purchase Pilates equipment for the Renewed Pilates Fitness Center**, ensuring the studio opens fully outfitted for small-group classes and private instruction.

Equipment to Be Purchased (Vendor: Balanced Body Inc.)

Balanced Body – Bravo Reformer™ with Tower and Mat

- **Unit Cost:** \$5,250 each
- **Model:** Bravo Reformer™ with Tower and Mat
- **Product Number:** 18997
- **Vendor:** Balanced Body (Pilates equipment manufacturer – US-based)
- **Quantity Needed:** 6
- **Estimated Total:** \$31,500 + applicable shipping/taxes



Equipment Description (requested for clarity):

- Eco-friendly recycled polywood frame

- Integrated Tower for expanded exercise options
- Mat Conversion system for comfort & versatility
- Smaller footprint with Cadillac-level functionality
- Suitable for studios with diverse age and ability levels

Estimated Funding Allocation:

- **\$25,000** of the EDA loan will be applied toward equipment acquisition.
- Remaining equipment balance will be covered by the bank loan and owner contribution.

7. Business Plan Submission Note

Per advisor recommendation, I will **not** attach the full business plan to the initial application packet.

Instead:

- I will bring printed copies to the EDA review meeting for reference.
- Copies will be handed out during the discussion and collected afterward to prevent distribution to the general public or potential competitors.
- I will state in the application that a “recently completed business plan is available upon request.”

8. Closing Statement

Renewed Pilates is a strong, low-risk investment supported by proven instruction experience, consistent client demand, and realistic financial planning. The EDA loan plays a vital role in equipping the studio appropriately, ensuring it launches with the capacity, quality, and stability needed for long-term success.

Thank you for your consideration and support of small-business development in Monticello.

Sincerely,

Cassie Arlene Mallinger

Owner & Lead Instructor, Renewed Pilates

6A.

SUPPORTING DATA:

G. Renewed Pilates, LL Proposed Lease Agreement – Space at 101 West Broadway

A printed copy will be available for review at the meeting.



January 30, 2026

Borrower:

Renewed Pilates, LLC
Cassie Mallinger
101 W. Broadway St Ste TBD
Monticello, MN 55362

Dear Cassie –

Sherburne State Bank is pleased to notify you that your loan application on behalf of Renewed Pilates, LLC, has been granted, subject to the terms and conditions outlined in this letter.

Loan Terms:

Loan Amount: \$43,000.00
Loan Purpose: Purchase Equipment
Loan Term: 84 Months
Loan Type: SBA 7a Express
Product: Closed-End Term
Rate: 8.59% fixed

This commitment letter will remain valid until March 30, 2026. The loan must be closed and funded by this date for this commitment letter to remain valid.

Please let me know if you have any questions. Thank you,

A handwritten signature in blue ink, appearing to read "William Moritz", is written over a light blue horizontal line.

William Moritz
Commercial Lender
763.271.7195

12500 Sherburne Avenue
P. O. Box 428
Becker, MN 55308
763-261-4200

1200 State Highway 25 S.
P. O. Box 970
Monticello, MN 55362
763-271-7177

136 N. Rum River Drive
Princeton, MN 55371
763-389-4099



2025 Google

City of Monticello Economic Development Authority

Industrial Development Project Ranking

October 10, 2017

The scoring worksheet is to be used as a Guideline for weighing the merits of the use of EDA development tools such as incentive financing such as TIF or Tax Abatement. It is intended to be Guideline and should be applied to prospects in this manner. There may be instances where factors of a proposed development may warrant deviation from the Guidelines. It is the EDA's discretion to adhere to the Guidelines or deviate from them in the interest of furthering Economic Development Goals and Objectives in the City of Monticello as identified in by the Monticello Comprehensive Plan.

There are several factors that are pertinent to proposed scoring. They are shown below with a Worksheet Summary at the conclusion.

Name of Project: Renewed Pilates

1. Number of New Employees

<u>Point Value</u>	<u>Number</u>
+1	1 – 5
+2	6 - 15
+3	16 - 30
+4	31 - 50
+5	51 +

2. Number of Jobs Per Acre (1.5 jobs / .039 acres)

<u>Point Value</u>	<u>Number Per Acre</u>
+1	1 – 2 per acre
+2	3 – 4 per acre
+3	5 – 6 per acre
+4	6 – 7 per acre
+5	8 + per acre

3. Average Wages for New Jobs

<u>Point Value</u>	<u>Pay Range</u>	<u>Dollar Weighting</u>	<u>Total Empl.</u>	<u>Weighted \$ Amt.</u>
+1	\$15,000-24,999	\$20,000	_____	\$ _____
+2	\$25,000-29,999	\$27,500	_____	\$ _____
+3	\$30,000-44,999	\$37,500	<u>1.5</u>	\$ 43,680
+4	\$45,000-59,999	\$52,500	_____	\$ _____
+5	\$60,000 +	\$60,000	_____	\$ _____

4. Public Assistance per New Jobs

\$25,000 Public Assistance

1.5 Number of new jobs created

\$16,666 **Public Assistance per new job**

<u>Point Value</u>	<u>Public Dollars Invested Per New Job</u>
+1	Over \$50,000
+2	\$40,000 to \$49,999
+3	\$30,000 to \$39,999
+4	\$20,000 to \$29,999
+5	\$0 to \$19,999

5. Number of Years of TIF Assistance Needed **N/A**

+0	9 years
+1	8 years
+2	7 years or less

6. Developed Assessed Value Per Acre \$100,000 / .039 acres (1,715sqft)

<u>Point Value</u>	<u>Value Per Acre</u>
+1	\$150,000-199,999
+2	\$200,000-349,999
+3	\$350,000-499,999
+4	\$500,000-599,999
+5	\$600,000 +

7. Business Retention

<u>Point Value</u>	<u>Number of Retained Jobs</u>
+0.5	1-5 jobs
+1	6-10 jobs
+1.5	11-30 jobs
+2	31-50 jobs
+2.5	50-100 jobs
+3	101+ jobs

8. Ratio of Private versus Public Investment in Project

\$195,000 Private Investment (\$45,000 Applicant+\$150,000 landlord build-out)

\$25,000 EDA/Public Investment

\$220,00 Total Investment

8: 1 Ratio of Private versus Public financing

<u>Point Value</u>	<u>Ratio</u>
+1	over 2:1
+2	over 3:1
+3	over 4:1
+4	over 5:1
+5	6:1 or greater

9. Significant Community Impact

<u>Point Value</u>	<u>Unsubsidized Spin-Off development potential</u>
+1	Low potential for spin-off of unsubsidized development
+2	Moderate potential for spin-off unsubsidized development
+3	High potential for spin-off unsubsidized development

10. General Community Benefit

+2	Utilizes or fills vacant building(s) in the community
+3	Utilizes or fills vacant buildings in priority development areas in the community

11. Tenure in Business Operation

<u>Point Value</u>	<u>Number of Years in Business</u>
+1	Five years or less
+2	6 to 10 years
+3	11 years or more

12. Environmental Impacts

<u>Point Value</u>	<u>Types of Environmental Issues</u>
+1	Enhances the environmental aspects of a site via clean-up of contaminants or improved aesthetics via unique site or architectural features
-0-	No impacts
-1	Noise Issues
-2	Noise and negative visual aesthetics
-3	Noise, odors, dust, traffic and negative visual aesthetics

WORKSHEET SUMMARY

<u>Factors</u>	<u>Total Points</u>
#1. Number of New Employees	___ 1 ___ (1-5)
#2. Number of Jobs Per Acre	___ 5 ___ (1-5)
#3. Average Wages for New Jobs	___ 3 ___ (1-5)
#4. Public Assistance Per New Job	___ 5 ___ (1-5)
#5. Number of Years of TIF Assistance	___ n/a ___ (1-2)
#6. Developed Assessed Value Per Acre	___ 5 ___ (1-5)
#7. Business Retention (# of Jobs)	___ n/a ___ (.5-3)
#8. Ratio of Private to Public Invest.	___ 5 ___ (1-5)
#9. Significant Impact/Comp Plan Goals	___ 1 ___ (1-3)
#10. General Community Benefit	___ 3 ___ (2-3)
#11. Number of Years of Business Oper.	___ 1 ___ (1-3)
#12. Environmental Impacts	___ 1 ___ (-3 to +1)
Total Points	___ 30 ___

Total Possible Points = 45

Total Worksheet Points Equated to Land Price

Total Overall Points Price for Otter Creek Land

1-5	\$3.16 per sq. ft. (No TIF)
5-10	\$3.16 per sq. ft. with TIF as a land reimbursement to developer
11-15	20 percent discount from market price = \$2.53 per sq. ft.
16-20	40 percent discount from market price = \$1.90 per sq. ft.
21-25	60 percent discount from market price = \$1.26 per sq. ft.

26-30
31-42

80 percent discount from market price = \$.63 per sq. ft.
100 percent discount from market price = \$1.00 for the entire lot

DRAFT



City Policy and Procedure

SECTION: FINANCE

NO: FIN-

REFERENCE:

Date:

Next Review Date:

TITLE: BUSINESS SUBSIDY POLICY

1.0 Purpose

This policy includes the criteria to be considered by the City of Monticello (the “City”) and the City of Monticello Economic Development Authority (the “EDA”) to evaluate the granting of business subsidies (this “Policy”). It is the City and the EDA’s intent in adopting this Policy is to comply with Minnesota Statutes, Sections 116J.993-116J.995, as amended (the “Act”). The term “business subsidy” or “business subsidies” shall be as defined in the Act.

2.0 Policy

Goals and Objectives/Public Purpose

It is the City’s and EDA’s intent to support and comply with the goals and objectives stated in the City of Monticello’s Comprehensive Plan and with the public purpose requirements of the Act when granting business subsidies. At a minimum, to be granted a business subsidy by the City or the EDA, a project must meet one (or two, depending) of the following goals and objectives. The City or the EDA may grant a business subsidy for the purpose of:

- 1. Attracting New Businesses & Expanding the Tax Base**
 - a. Project increases the tax base (Cannot be the only goal).
 - b. Project promotes and enhances industrial and commercial diversity in the City.
- 2. Attracting and Retaining Jobs**
 - a. Project creates the maximum number of livable wage jobs possible. To meet this goal, on average, the jobs created by the Project (both part-time and full-time) shall have a minimum hourly wage equal to twice the current State of Minnesota minimum wage.
 - b. Job retention may be an allowable goal for the Project if job loss is imminent and demonstrable.
- 3. Enhancing Downtown:** Project promotes revitalization and redevelopment in the City’s downtown.
- 4. Facilitating Redevelopment:** Project promotes redevelopment objectives and removal of blight, including pollution cleanup.
- 5. Housing:** Project diversifies the housing stock available within the City.

Subsidy Agreement, Compliance and Reporting Requirements

Prior to granting a business subsidy, the City or the EDA and the grantee (the “Grantee”) will be

required to enter into a formal agreement (the “Agreement”) which shall, among other things:

- Identify the amount and nature of the business subsidy and articulate the goals and objectives thereof.
- Identify the number of full-time or part-time jobs and the wages for those jobs which are to be established (or retained) within two years of the Benefit Date (as defined in the Act).
- Require that the Grantee continue project operations at the site for at least five years.

The Grantee shall file a report annually for two years after the Benefit Date or until all goals as set forth in the Agreement have been met, whichever is later. Reports shall be completed using the format drafted by the State of Minnesota and shall be filed with the City or the EDA no later than March 1 of each year for the previous calendar year.

Grantees failing to comply with the above provisions will be subject to fines, repayment requirements, and be deemed ineligible by the State of Minnesota to receive any loans or grants from public entities for a period of five years.

3.0 Scope

The City has the authority to administer the City’s Tax Abatement Program and grant business subsidies thereunder.

The EDA has the authority to administer the following programs and grant business subsidies thereunder:

1. Tax Increment Financing (TIF)
2. Greater Monticello Enterprise Fund (GMEF)
3. Small Cities Economic Development Set Aside Fund (ED)
4. Façade Improvement Forgivable Loan Program

The City and the EDA have adopted separate policies for each of these programs (the “Policies”). To the extent that the Policies contain more specific guidelines for each type of business subsidy, those Policies control.

Notwithstanding anything to the contrary herein, the City (and EDA, subject to City approval) reserve the right to create and administer additional programs and grant any type of business subsidy authorized by law, without limitation.

4.0

HISTORY			
Public Hearing and Approval Date:	03/11/2009 03/23/2009	Approved by:	EDA City Council
Public Hearing and Amendment Date:	11/09/2023 10/23/2023	Approved by:	EDA Council
Amendment Date:		Approved by:	

7A. Economic Development Manager’s Report

Prepared by: Economic Development Manager	Meeting Date: 02/11/2026	<input checked="" type="checkbox"/> Other Business
Reviewed by: N/A	Approved by: N/A	

REFERENCE AND BACKGROUND

1. 2026 EDAM Winter Conference Agenda – January 22-23, 2026 (St. Louis Park, MN) – Conference Summary See attached Exhibit A.

2. Sales Tax Revenue Collections: See attached Exhibit B.

3. Planning Commission Agendas – February 3, 2026: Please see attached Exhibit C.

4. Wright County Economic Development Partnership Annual Meeting – Jan. 16, 2026: Please see attached Exhibit D-1 and D-2.

5. Initiative Foundation Thank You Letter- 2026 Funding Contribution – Please see attached Exhibit E.

6. Project Updates: Please see attached Exhibit F.

7. Prospect List – February 06, 2026: Please see attached Exhibit G.

WINTER 2026

EDAM CONFERENCE



TALE OF TWO CITIES

The City of Preston and the City of Lanesboro shared their merged economic development efforts through a single, jointly funded staff position. The joint effort launched a Bluff County Business Academy, provided revolving loan fund programs, and paid leave outreach. Both cities have a long partnership of shared resources and collaboration.

HUTCHINSON INCUBATION CENTER

The City of Hutchinson built an enterprise center in 2016, with support of a \$700,000 grant from DEED for the \$2.4 million dollar project. The enterprise center includes five 4,000 square foot bays for incubation projects of local entrepreneurs. Funding is a subsidized rent that gradually increases each year to a more market-rate expectation. Business survival rates increased from 50% to 87% for those in the program for five years compared to entrepreneur businesses not in the program.

DATA CENTER: NEXT GENERATION

Presentation by Cushing Terrell on the evolution of data centers, including new chip technology that can withstand a higher temperature of water, which leads to a reduced need for water for cooling needs.

DOWNTOWN'S TO DRIVE TO, NOT THRU

The City of Chanhassen presented on their robust downtown redevelopment projects for the previous downtown cinema for mixed-use residential and commercial use and accommodations for parking and mobility to increase walkability and shifting away from drive-thru oriented business in their downtown core

SUSTAINABLE AVIATION FUEL (SAF)

Greater MSP led a panel of industry experts from the aviation industry about Minnesota's role in SAF, with a goal of 1 billion gallons produced in the state. Sites for the production of SAF range from very small to more than 500 acres, making a great deal of sites attractive for this use.

DEED UPDATES

the state is seeking to maintain levels, yet is expecting cuts from the governor's office for programs with the future funding forecasts.

LOCATION:

St. Louis Park
DoubleTree

DATE OF CONFERENCE

January 22-23, 2026

SALES TAX RECEIPTS

City of Monticello									
Payment Date	Spend Month	Revenue Month	Gross Revenue Amount	Start-up Costs (One-time only)	Miscellaneous Deduction or Addition (See notes below)	Administrative Cost	Net Amount Paid		
7/10/2025	April	May	175,249.36	(16,116.45)		(1,577.24)	157,555.67		
8/10/2025	May	June	204,919.19			(1,844.27)	203,074.92		
9/10/2025	June	July	203,551.14			(1,831.96)	201,719.18		
10/10/2025	July	August	217,249.10			(1,955.24)	215,293.86		
11/10/2025	August	September	200,916.80			(1,808.25)	199,108.55		
12/10/2025	September	October	199,196.68			(1,792.77)	197,403.91		
1/10/2026	October	November	217,381.43			(1,974.20)	215,407.23		
2/10/2026	November	December					-		
3/10/2026	December	January					-		
4/10/2026	January	February					-		
5/10/2026	February	March					-		
6/10/2026	March	April					-		
7/10/2026	April	May					-		
8/10/2026	May	June					-		
9/10/2026	June	July					-		
10/10/2026	July	August					-		
11/10/2026	August	September					-		
12/10/2026	September	October					-		
1/10/2027	October	November					-		
2/10/2027	November	December					-		
3/10/2027	December	January					-		
4/10/2027	January	February					-		
5/10/2027	February	March					-		
6/10/2027	March	April					-		
7/10/2027	April	May					-		
8/10/2027	May	June					-		
9/10/2027	June	July					-		
10/10/2027	July	August					-		
11/10/2027	August	September					-		
12/10/2027	September	October					-		
1/10/2028	October	November					-		
2/10/2028	November	December					-		
3/10/2028	December	January					-		
4/10/2028	January	February					-		
5/10/2028	February	March					-		
6/10/2028	March	April					-		
7/10/2028	April	May					-		
8/10/2028	May	June					-		
9/10/2028	June	July					-		
10/10/2028	July	August					-		
11/10/2028	August	September					-		
12/10/2028	September	October					-		
1/10/2029	October	November					-		
2/10/2029	November	December					-		
3/10/2029	December	January					-		
4/10/2029	January	February					-		
5/10/2029	February	March					-		
6/10/2029	March	April					-		
7/10/2029	April	May					-		
8/10/2029	May	June					-		
9/10/2029	June	July					-		
10/10/2029	July	August					-		
11/10/2029	August	September					-		
12/10/2029	September	October					-		
1/10/2030	October	November					-		
2/10/2030	November	December					-		
3/10/2030	December	January					-		
4/10/2030	January	February					-		
5/10/2030	February	March					-		
6/10/2030	March	April					-		
7/10/2030	April	May					-		
8/10/2030	May	June					-		
9/10/2030	June	July					-		
10/10/2030	July	August					-		
11/10/2030	August	September					-		
12/10/2030	September	October					-		
1/10/2031	October	November					-		
2/10/2031	November	December					-		
3/10/2031	December	January					-		
4/10/2031	January	February					-		
5/10/2031	February	March					-		
6/10/2031	March	April					-		
7/10/2031	April	May					-		
8/10/2031	May	June					-		
9/10/2031	June	July					-		
TOTAL			1,418,463.70	(16,116.45)	-	(12,783.93)	1,389,563.32		
							(13,610,436.68)		

AGENDA
REGULAR MEETING – PLANNING COMMISSION
Tuesday, February 3, 2026– 6:00 p.m.
Mississippi Room, Monticello Community Center

Commissioners: Chair Andrew Tapper, Vice-Chair Melissa Robeck, Rick Kothenbeutel,
Teri Lehner, Rob Stark
Council Liaison: Councilmember Kip Christianson
Staff: Angela Schumann, Steve Grittman, Bob Ferguson, Tyler Bevier

1. General Business

- A. Call to Order
- B. Roll Call
- C. Appointment of Officers
- D. Consideration of Additional Agenda Items
- E. Approval of Agenda
- F. Approval of Meeting Minutes
 - Regular Meeting – December 2, 2025
 - Regular Meeting – January 6, 2026
 - *Joint City Council & Planning Commission Workshop – December 2, 2025*
To be approved by the City Council
 - *Joint City Council & Planning Commission Workshop – December 15, 2025*
Approved by the City Council on January 26, 2026
 - *Joint City Council & Planning Commission Workshop – January 15, 2026*
To be approved by the City Council
- G. Citizen Comment

2. Public Hearings

- A. Consideration of Preliminary Plat and Development Stage Planned Unit Development of Twin Pines Apartments, a 96-unit multi-family residential project in a Planned Unit Development district, and amendment to a Conditional Use Permit for Planned Unit Development.
Applicant: Brick by Brick Development, LLC

3. Regular Agenda

Planning Commission Regular Meeting Agenda – 02/03/2026

- A. Consideration of an Amendment to the Monticello City Code, Title XV, Land Usage, Chapter 153: Zoning Ordinance, Sections 153.012 Definitions, 153.045 Industrial Base Zoning Districts, 153.046 Overlay Zoning Districts, 153.090 Use Table, 153.091 Use-Specific Standards, 153.092 Accessory Use Standards and any other related sections of text necessary to define and regulate data center and technology campus land uses within the City
Applicant: City of Monticello

4. Other Business

- A. Community Development Director's Report

5. Adjournment

WCEDP Annual Awards – CY 2025

High Economic Vitality Business of the Year

Functional Industries, Inc. has been a powerful force for inclusion and opportunity in Wright County for more than 50 years. What began in the early 1970s as one family's vision to create meaningful work for adults with disabilities has grown into a respected nonprofit serving individuals with disabilities and mental health challenges throughout the region.

From its earliest days in a one-room schoolhouse to the comprehensive services it provides today, Functional Industries has continually evolved to meet the needs of the people it serves. Through day support, work training, and long-term employment support, the organization empowers individuals to build skills, confidence, and independence—creating lasting impact for individuals, families, and the community.

Despite operating in a complex funding environment, Functional Industries continues to thrive through strong leadership, dedicated staff, and a deep commitment to its mission. By investing in its workforce and building meaningful partnerships, FII strengthens both the local economy and the fabric of our community.

For its long-standing impact, innovation, and unwavering commitment to opportunity and inclusion, we are proud to recognize Functional Industries, Inc. as the recipient of the 2026 High Vitality Business Award. Congratulations!

Citizen of the Year

Bo Nelson was born in Buffalo in 1982 and graduated from Monticello High School in 2000. After a career in telecommunications and restoration—helping families rebuild after hardship—he continues serving others today in his role with Buffalo Collision.

Service defines Bo's life. He has proudly served on the Monticello Fire Department for 10 years—an honor he considers one of his greatest. Chiefs and captains describe Bo as a valuable member of the team and say it has truly been an honor to serve by his side. He serves as a Monticello Lions Club member for 12 years, Board member on the I-94 Chamber & WTCEO Class Board of Directors, and was a youth coach for football, baseball, basketball, and soccer for over 20 years.

For 19 years, Bo has led Celebrate Recovery, helping individuals find freedom from life's hurts, habits, and hang-ups. He also serves as a youth group leader and mentor at Resurrection Lutheran Church. As his pastor shares, *"Bo has made a career out of serving people and shining light in others' darkest days."*

Bo's greatest pride is his family. He and his wife Jodi have been married for 20 years and are raising three amazing children. Jodi says she is incredibly proud of Bo for his tireless dedication to their family and community, calling him an inspiration to their boys and to everyone around him. They feel blessed to walk side by side through his many years of service.

For a life defined by service, faith, and an unwavering commitment to others, please join us in congratulating Bo as the 2026 Wright County Citizen of the Year Award winner.

Start-Up Entrepreneur of the Year

Advanced Volumetric Alliance—AVA—was founded in 2021 with a bold vision: to redefine construction through modular innovation and set a new standard for speed, quality, and sustainability. By blending construction and manufacturing, AVA was created as a better way to build—cutting through the red tape of traditional construction while delivering cost-efficient, scalable, and sustainable buildings.

Operating began in 2022 in a 180,000-square-foot, state-of-the-art facility in Albertville, AVA designs, engineers, and manufactures full volumetric modular units for multi-family housing, senior living, and hospitality projects.

Their purpose is clear—to be the best executing group in commercial modular construction and to lead by example. With an impressive pipeline of their own projects, AVA is showing the industry what modular construction can truly achieve.

AVA's success is rooted in strong guiding principles: safety first, people as the key to success, flawless execution, continuous improvement, forward-thinking innovation, and the urgency to act—even when that means not being afraid to fail. Their culture attracts driven self-starters who thrive in a fast-paced, high-tech manufacturing environment, supported by a four-day work week and opportunities to grow with the company.

Equally important is AVA's commitment to education and community. Recognizing the lack of understanding around modular construction, AVA built a large training space to bring together architects, general contractors, and MEP partners to learn how to effectively utilize volumetric building. They actively engage with local schools to showcase career opportunities in construction, support the local food shelf, volunteer in the community, and proudly stand behind veterans—helping them transition into meaningful employment. AVA also offers volunteer time off, reinforcing that community involvement is not just encouraged, but embedded in their culture.

For redefining how buildings are designed, built, and delivered—and for leading with innovation, execution, and community impact—please join us in congratulating Advanced Volumetric Alliance as the 2025 WCEDP Start-Up Entrepreneur Award winner.

WCEDP Partner of the Year

Since the very beginning of the Wright County Economic Development Partnership in 1993, the **City of Monticello and its dedicated staff** have been steadfast champions of economic vitality—not only for Monticello, but for the entire region. From active participation on the WCEDP board to

continued collaboration in business retention and expansion efforts, their commitment to fostering a thriving local economy has never wavered.

The City's Development Services team works to coordinate and implement sustainable growth in a respectful and approachable way, strengthening community through service, education, and engagement. Monticello strives to make the development process seamless—from site selection to financial support—so that businesses, residents, and developers can invest with confidence and success.

Monticello's economic vision is forward-thinking: attracting quality jobs, expanding the tax base, nurturing downtown vitality, supporting workforce development, and promoting collaborative partnerships that benefit businesses and families alike.

In 2025, as the WCEDP welcomed a new executive director, the City of Monticello and its staff continued to strengthen the partnership at every turn. They ensured open communication and inclusion in business retention and expansion visits, connected our organization with regional partners, and kept community growth at the forefront of every conversation. Their generosity extended beyond advocacy: they opened space for the Enterprise Academy cohort, provided workspace during key transition periods, and consistently offered mentorship and support whenever it was needed. Their willingness to collaborate exemplifies what partnership truly means.

We also want to acknowledge individuals like **Jim Thares**, whose mentorship, readiness to assist, and openness set the tone for cooperation and success throughout the year.

For their long-standing commitment, visionary leadership, and unwavering support of workforce and economic growth in Wright County, please join us in congratulating the City of Monticello as the 2025 WCEDP Partner of the Year.





Initiative
FOUNDATION

40 years of
investing in
your good ideas

February 2, 2026

Jim Thares, Economic Development Manager
City of Monticello
505 Walnut St Ste 1
Monticello, MN 55362-8822

Dear Jim,

We have received the City of Monticello's 2026 funding in support of the Initiative Foundation's work across Central Minnesota. Please extend our sincere appreciation to the EDA board for their continued leadership and commitment to the region.

Together, we are strengthening local economies and building vibrant, resilient communities. Your investment directly supports economic development initiatives, including business financing efforts that help create living-wage jobs, diversify local economies, and leverage private-sector investment.

In addition, this partnership enhances community vitality through leadership development and capacity-building programs, grants to local units of government and nonprofit organizations, early childhood initiatives, and scholarship opportunities. These efforts generate lasting economic and social returns, contributing to the long-term health of the region and the future of rural Minnesota.

We truly value your partnership and appreciate your ongoing support of this important work.

Sincerely,

Brian Voerding
President

Carl Newbanks
Vice President for Philanthropy

CC: Rachel Leonard, City Administrator

Give online at ifound.org/give or call us at (320) 631-2007

The Initiative Foundation is a 501(c)(3) organization. As a 501(c)(3) nonprofit organization, your Initiative Foundation contribution is tax-deductible to the extent allowed by law. The Foundation owns and manages financial contributions for the benefit of Central Minnesota communities, and no goods or services are exchanged for your gift.

Initiative Foundation | 405 First St. SE | Little Falls, MN 56345 | ifound.org | info@ifound.org

7A. Project Update

Big River Commercial Development - Chelsea Road:

Final inspections for both Les Schwab and Valvoline were completed the week of February 2nd, with Temporary Certificates of Occupancy issued for both properties.

Fairfield By Marriott Hotel:

Construction of the 98-room hotel development project is has slowed greatly due to labor shortages. City staff will continue to monitor and provide updates.

Minnesota Sports Cards - Retail:

Construction of the Minnesota Sports Cards retail center (4,409 sq. ft. building) on a 1.09-acre site located just east of the former McDonald's fast-food restaurant (located along the freeway in front of Home Depot) is progressing with opening slated for Spring.

Big Bore Restaurant (formerly the McDonald's Restaurant on East 7th Street):

The extensive remodeling of the former McDonald's restaurant is also continuing. The Big Bore Restaurant, featuring convenient pick-up and drive-through options, is slated to open in Spring 2026.

Discount Tire:

Construction of Discount Tire (2.04-acre parcel located at 1300 7th Street East) at sales and service store is underway on the north side of I-94 adjacent to the Sunny Days Therapy facility on 7th Street East. Construction was paused for some time due to supply chain issues, though construction activities resumed this past week.

LEASE AGREEMENT

**Block 52
Monticello, MN 55362**

between:

**Block 52 Holdings, LLC
as Lessor,**

and

**Renewed Pilates LLC
as Lessee.**

Effective Date: _____

TABLE OF CONTENTS

ARTICLE 1. PREMISES AND TERM	2Section 1.1.
<u>Description of Premises</u>	2Section 1.2.
<u>Use</u>	2Section 1.3.
<u>Term</u>	2Section 1.4.
<u>Lease Possession Date/Rent Commencement Date</u>	2Section 1.5.
<u>Premises Delivery Date</u>	3ARTICLE 2. RENT
3Section 2.1.	<u>Base Rent</u>
3Section 2.2.	<u>Payment Obligations</u>
3Section 2.3.	<u>Method of Payment of Rent</u>
3Section 2.4.	<u>Additional Rent</u>
3Section 2.5.	<u>Security Deposit</u>
4ARTICLE 3. CONDITION OF PREMISES	4Section 3.1.
<u>Construction of Improvements</u>	4ARTICLE 4. CONDITION OF PREMISES –
SIGNS	<u>Acceptance of Condition</u>
6Section 4.1.	<u>Surrender of Premises</u>
6Section 4.2.	<u>Entry by Lessor</u>
6Section 4.3.	<u>Signs/Displays</u>
6Section 4.4.	7Section 5.1.
6ARTICLE 5. CARE, MAINTENANCE AND REPAIR	7Section 5.2.
<u>Care and Maintenance of Premises</u>	8Section 5.3.
<u>Servicing, Repair and Replacement by Lessor</u>	8Section 5.4.
<u>Maintenance by Lessor</u>	9Section 5.5.
<u>Alterations, Installations and Fixtures</u>	9ARTICLE 6. COMMON
<u>Cleaning and Maintenance of Common Areas</u>	<u>Definition of Common Areas</u>
AREAS	<u>Garbage Service</u>
10Section 6.1.	<u>Water/Sewer</u>
10Section 6.2.	11Section 7.1.
10Section 6.3.	11Section 7.2.
10ARTICLE 7. INSURANCE	11Section 7.3.
<u>Public Liability Insurance</u>	11Section 7.4.
<u>Property Insurance</u>	12ARTICLE 8. UTILITIES
<u>Indemnification</u>	<u>Lessor's Obligations for Utilities</u>
<u>Waiver of Subrogation</u>	<u>Lessee's Obligation for Utilities</u>
12Section 8.1.	<u>Utilities for Common Areas</u>
12Section 8.2.	13Section 9.1.
12Section 8.3.	13Section 9.2.
13ARTICLE 9. COMMON AREA CHARGES	13Section 9.3.
<u>Payment of Share</u>	14Section 9.4.
<u>CAM Charges</u>	14Section 9.5.
<u>Monthly Payment</u>	14Section 9.6.
<u>Annual Reconciliation</u>	14Section 9.7.
<u>Annual Adjustment</u>	14Section 9.8.
<u>Additional Rent</u>	14Section 9.9.
<u>Request for Statement of Cost</u>	
<u>Inclusions in CAM Charges</u>	

	<u>Excluded Items</u>	14Section 9.10.
	<u>Management Fee</u>	15Section 9.11.
	<u>Payment and Audit Right</u>	15ARTICLE 10. REAL PROPERTY TAXES
	15Section 10.1.	<u>Payment of Real Property Taxes</u>
	15Section 10.2.	<u>Definition of "Real Property Tax"</u>
	15Section 10.3.	<u>Additional Rent</u>
	15ARTICLE 11. DESTRUCTION	15Section 11.1.
	<u>Partial Damage – Insured</u>	15Section 11.2.
	<u>Total Destruction</u>	16Section 11.3.
	<u>Lessor's Obligations</u>	16ARTICLE 12. EMINENT DOMAIN AND CONDEMNATION
	16Section 12.1.	<u>Eminent Domain</u>
13.1.	16ARTICLE 13. DEFAULT AND OVERDUE PAYMENTS OF LESSEE	18Section
	<u>Default</u>	18Section 13.2.
	<u>Termination of Lease and Damages</u>	19Section 13.3.
	<u>Overdue Payments</u>	20Section 13.4.
	<u>Waiver of Default</u>	21Section 13.5.
	<u>Accord and Satisfaction</u>	21ARTICLE 14. NOVATION AND SUBORDINATION
	21Section 14.1.	<u>Novation in the Event of Sale</u>
	21Section 14.2.	<u>Lessee's Statement/Estoppel Certificate</u>
	21Section 14.3.	<u>Subordination</u>
	22Section 14.4.	<u>Attornment</u>
	22Section 14.5.	<u>Claims</u>
15.1.	22ARTICLE 15. SURRENDER, HOLDING OVER AND ABANDONMENT	22Section
	<u>Surrender</u>	22Section 15.2.
	<u>Holding Over</u>	23Section 15.3.
	<u>Removal and Storage of Lessee's Property</u>	23ARTICLE 16. MODIFICATION,
TRANSFER AND ASSIGNMENT		24Section 16.1.
	<u>Assignment or Subletting</u>	24Section 16.2.
	<u>Lessor's Consent to Assignment</u>	24Section 16.3.
	<u>Assignment or Transfer by Lessor</u>	24ARTICLE 17. MISCELLANEOUS
	25Section 17.1.	<u>Quiet Enjoyment</u>
	25Section 17.2.	<u>Recording</u>
	25Section 17.3.	<u>Notice</u>
	25Section 17.4.	<u>Notice of Default</u>
	26Section 17.5.	<u>Intent of Parties</u>
	26Section 17.6.	<u>Consents by Lessor</u>
	27Section 17.7.	<u>No Agency Relationship</u>
	27Section 17.8.	<u>Governmental Regulations</u>
	27Section 17.9.	<u>Environmental Indemnification</u>
	27Section 17.10.	<u>Lessor to be Held Harmless</u>
	27Section 17.11.	<u>Waiver</u>
	27Section 17.12.	<u>Force Majeure</u>
	28Section 17.13.	<u>Entire Agreement</u>
	28Section 17.14.	<u>Interpretation of Lease</u>
	28Section 17.15.	<u>Time is of the Essence</u>
	28Section 17.16.	<u>Usury</u>

	28Section 17.17.	<u>Construction</u>
	28Section 17.18.	<u>Consents</u>
	28Section 17.19.	<u>Captions</u>
	28Section 17.20.	<u>Counterparts</u>
	28Section 17.21.	<u>Binding on Successors</u>
	29Section 17.22.	<u>Involvement of Both Parties</u>
	29 ARTICLE 18. RULES AND REGULATIONS	29 ARTICLE 19. OPERATING
PROVISIONS	29Section 19.1.	<u>Operating Provisions</u>
defined.	29 ARTICLE 20. ADDITIONAL BUSINESS TERMS	Error! Bookmark not
	Section 20.1.	<u>Exclusivity</u>
	Intentionally Ommited	
Section 20.2.	<u>Plans and Specifications</u>	32
Section 20.3.	<u>First Right of Offer</u>	Intentionally Ommited

Exhibits/Schedules

Exhibit A	The Premises	35
Schedule 3.1.2.	Lessor's Work.	36
Schedule 3.1.7.	Commencement Dates.	37
Schedule 4.4.1.	Signs/Displays	38
Schedule 4.4.2.	Monument Sign.	39

LEASE AGREEMENT

LESSOR: Block 52 Holdings, LLC
LESSEE: Renewed Pilates, LLC

THIS AGREEMENT is made and entered into effective the ____ day of _____, 2026, by and between:

Block 52 Holdings, LLC

Attn: Mark Buchholz
4379 33rd Ave S, Suite 121
Fargo, ND 58104
(hereinafter, "Lessor")

Renewed Pilates LLC

Attn: _____
 _____ Address _____

Email: _____
(hereinafter, "Lessee")

RECITATIONS:

A. Lessor is the owner of improved real property in Monticello, Wright County, Minnesota, legally described as Lot 2 in Block 1 of Block 52 First Addition in the City of Monticello, with a street address of 101 West Broadway. This real estate development project ("Subject Property") is operated under the name "Block 52". Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, Suite 1 of Block 52, further described as set forth in Exhibit A. Suite 1 consists of:

Approximately 1,728 usable square feet. Lessee will also have the right to use the Common Areas on a non-exclusive basis. The combined square footage of the usable square feet and the prorated area of the common area of the Subject Property of which Suite 107A and 107B is a part is 1,728 square feet. Lessee is attributed portion of the Common Area (total=762) of the Subject Property based on a prorated share of Lessee's total leasable space in the Subject Property equals 5.9%.

B. The portion of Block 52, also referred to as the "Subject Property," which is being leased by Lessee from Lessor, and which was previously described, will hereinafter be referred to as the "Property" or "Premises." Included with the Property being leased by Lessee is the right to use of the Common Area including the parking area, exterior walking areas, all on a non-exclusive basis, except as stated otherwise in this Lease Agreement.

C. The parties desire to enter into this Lease Agreement to define their respective rights, duties and liabilities related to the Property.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

THE RECITATIONS previously set forth are hereby incorporated into this Agreement.

**ARTICLE 1.
Premises and Term**

Description of Premises. Lessor hereby leases the Property to Lessee, and Lessee does hereby lease the Property from Lessor. Included with the Property is the right to use the Property within the space identified on Exhibit A as “_____.” There is exterior walking areas, ingress and egress drives and the private roadway on the south side of the Subject Property and use of the common area on a non-exclusive basis. Use of the Common Areas, including the common driveway(s) and common parking areas, will be subject to such reasonable rules, regulations and limitations as may be put in place from time to time by Lessor. This may include regulations limiting the use of portions of the parking area and drive area by employees and the designation of certain parking spots exclusively for lessees of various portions on the Subject Property.

Use. The Premises will be used as a Pilates Studio, sales and service, training, and other ancillary uses.

Term. The initial term of the Lease shall be for a (66) full calendar months) rent-paying period. Possession of the Premises will be delivered to Lessee on upon the Lessor sending notice to Lessee that Lessor received a Certificate of Occupancy (CO) from the City of Monticello (the “Possession Date”). The Possession Date and the Rent Commencement Date shall be the same (“Rent Commencement Date”). Lessee shall have one option to extend the term of the Lease. Each option period is for a term of sixty (66) calendar months, which option shall be exercised, if at all, by written notice to Lessor given not less than 12 months prior to the end of the then current term. The option to renew shall be based upon 2% annual increases in the Base Rent. The Initial Term during which Lessee has the right to occupy the Premises and is obligated to pay Base Rent (66 months) is sometimes referred to as the “Initial Term.” The full period of time during which Lessee occupies the Premises and is obligated to pay Base Rent and Additional Rent (i.e., the Initial Term and during any option extensions or holdover periods) shall be referred to as the “Term.”

Lease Possession Date/Rent Commencement Date. The Rent Commencement Date for purposes of the 5-year term and the commencement of the obligation to pay Base Rent and Additional Rent and utilities shall be Lessor receipt the CO (the “Rent Commencement Date”).

Premises Delivery Date. Delivery of the Premises will be made upon completion of construction and at which time the Lessor receives a certificate of occupancy from the City of Monticello.

**ARTICLE 2.
Rent**

Base Rent. For Base Rent during the Initial Term of this Lease, Lessee shall pay to Lessor Base Rent in accordance with the following schedule (the amounts are based on 1,728 rentable square feet:

Base Rental Rates	Annual Rent RSF	Monthly Base Rent	Annual Base Rent
Months 1-6	No Base Rent (Additional Rent applies)		
Months 7-12		\$2,500.00	
Months 13-66	\$23.00/RSF	\$3,312.00	\$39,744.00

Rental payment shall be paid in advance in equal monthly installments on the first day of each month.

Payment Obligations. Rent payment due hereunder is due without any prior demand being made by Lessor and without any reduction or set-off whatsoever. The covenant of the Lessee to pay Base Rent and Additional Rent are each independent of every other covenant, condition, provision or other agreement contained in this Lease. Receipt by Lessor of less than the full monthly rent and negotiation of that payment does not constitute acceptance of the amount tendered as payment in full, nor does it release Lessee from Lessee's obligations to pay all rent set out herein.

Any rent not paid within five (5) days of the due date will be subject to a late payment fee of \$250.00. All payments are due on the first day of the month and are not considered made until received by Lessor. All unpaid amounts will bear interest at the rate of eight percent (8%) per annum. This will herein be referred to as the "Interest" and is in addition to the late payment set forth above.

Method of Payment of Rent. Rent may be paid by wire transfer, electronic funds transfer (EFT) or check. Rent will not be considered paid until funds are received by Lessor and any check tendered to pay rent is negotiated and honored by the bank upon presentation.

Additional Rent. Unless otherwise specified herein, Lessee shall, as of the Lease Possession Date, pay as Additional Rent any money required to be paid pursuant to Articles 5, 6, 7, 8, 9 and 10 of this Lease. Any installment of Additional Rent to be paid to Lessor is due on the first day of the month. Any Additional Rent paid to a third party service or utility provider is to be timely paid in accordance with the terms of the provider. Additional Rent not paid when due will be subject to a late payment charge of \$250.00 per month if not received within five (5) days after notice of non-payment and will bear Interest at the rate of 8% per annum on the unpaid balance.

Security Deposit. Tenant shall deposit with Landlord a security deposit in the amount of \$2,500.00.

**ARTICLE 3.
Condition of Premises**

Construction of Improvements. Lessor shall complete the shell of the structure of the building and the interior tenant improvements (the "Subject Property") in which the Premises will be located. In the event Lessor's bid to construct the interior of the Premises exceeds Tenant's allowance, including costs for architectural and cabling of data and telecom. Lessee is taking the Premises subject to the following terms and conditions:

Lessor will perform that work set forth in Schedule 3.1.1 attached hereto. These plans and specifications may be modified as required by the City of Monticello ("City") to meet with City approval.

Section 3.1.1. **HVAC.** As part of the Turnkey Improvements and at Lessor's sole cost and expense, Lessor shall furnish and install the heating, ventilation and air conditioning system serving the Premises, including all ductwork and distribution, diffusers, thermostats, controls, and related components necessary to deliver conditioned air throughout the Premises in accordance with the approved plans and specifications. Following delivery of the Premises, Lessee shall be responsible for routine maintenance of the HVAC system (including filter changes) and for repairs to the extent required as a result of Lessee's misuse, negligence, or failure to properly maintain the system. Any upgrades, relocations, supplemental systems, specialty ventilation, or other HVAC modifications requested by Lessee that are outside the scope of the Turnkey Improvements shall constitute Lessee Improvements and shall be performed only pursuant to a written Change Order executed by both parties, at Lessee's sole cost and expense.

Section 3.1.2. Lessor will perform that work set forth in Schedule 3.1.2 attached hereto. These plans and specifications may be modified as required by the City of Monticello ("City") to meet with City approval. Any changes must also be signed by Lessee or its authorized representative and by Lessor. Lessor shall certify that the HVAC and all other mechanical, electrical and plumbing systems are in good working order, and Lessor shall warrant that the HVAC and all other mechanical, electrical and plumbing systems Lessor installs to be free from defects for one (1) year from the Lease Commencement Date. Any HVAC warranties shall transfer to Lessee.

Section 3.1.3. Lessor will provide Lessee with a turnkey proposal, which includes the Lessee's Fit-up Allowance which would be detailed in Schedule 3.1.2. The total amount of the turn key proposal shall exclude the Lessee's pro rata share of the common area which has already been completed. All completed work shall

be subject to Lessor's reasonable inspection as well as receipt of acceptable lien waivers.

Section 3.1.4. Lessee will be responsible for all costs of finishing the Premises as desired by Lessee and approved by Lessor (through a formal change order), that are in excess of the turn key proposal provided, which excludes the (completed) common area.

Section 3.1.5. In the event Lessee's costs exceed Lessor's turn key proposal due to an approved change order and a Construction Lien is filed against the Premises or Subject Property as a result of any contract or work performed on the Premises for Lessee, Lessee will be obligated to indemnify, defend and hold Lessor, its agents and employees harmless against any such Construction Lien, claim or encumbrance, and will pay all costs, expenses and reasonable attorneys' fees incurred by Lessor in dealing with any Construction Lien. Lessee will further be obligated, at its sole cost and expense, to cooperate with Lessor and cause removal of that Lien, whether by payment or bond for any portion of costs in excess of Lessor's .

Section 3.1.6. All Base Rent and Additional Rent will be Lessee's obligation as of the Commencement Date, which is also the date of possession. The Commencement Date and Rent Commencement Date will be endorsed by the parties on Schedule 3.1.6.

Section 3.1.7. Lessor shall, as part of Lessor's Work, deliver the Premises in compliance with the Americans with Disabilities Act ('ADA') as applicable to the Turnkey Improvements. Lessee shall be responsible for ADA compliance with respect to any Lessee Improvements beyond the Turnkey Improvements finishes, fixtures, equipment, or other alterations made by Lessee beyond the Turnkey Improvements ("ADA").

Section 3.1.8. During Lessee's access to the Premises prior to the Rent Commencement Date, all terms and provisions of this Lease will apply to the parties with respect to that earlier date of possession All Additional Rent will be Lessee's obligation as of the Commencement Date, which is also the date of possession. The Commencement Date and Rent Commencement Date will be endorsed by the parties on Schedule 3.1.7.

Section 3.1.9. Lessor shall have the option to apply for City of Monticello and/or the State of Minnesota programs and incentives that allow for low interest rate loans or grants which shall benefit Lessor in subsidizing the Lessee's turn key proposal referenced in Section 3.1.3 above.

ARTICLE 4.
Condition of Premises – Signs

Acceptance of Condition. Lessee will have possession at the completion of construction. This will be deemed acceptance by Lessee of the Premises in its then-current condition, except for a minor punch list of items.

Surrender of Premises. Lessee agrees to surrender the Premises to Lessor in the same condition and order as when completed by Lessor at the time a Certificate of Occupancy is initially issued, with any damage to walls, windows, doors and other improvements repaired to the condition of the same at the time the initial Certificate of Occupancy is issued, reasonable wear and tear excepted. All improvements installed pursuant to the provisions of Article 3 shall remain with the Premises. Removal of any property which Lessee has the right to remove shall occur prior to the expiration of the Lease. Lessee will be responsible for completing all repairs necessitated by removals Lessee was authorized to make prior to the termination of the then current lease term.

Entry by Lessor. Upon reasonable prior notice, except in cases of emergency, Lessee shall permit the Lessor or its agents or representatives to enter upon the Premises at all reasonable times for the purpose of inspecting, repairing, showing and, in the last six (6) months of the term, leasing the Premises. Lessor will be allowed to place a “For Lease” or “For Sale” sign on the Premises at any time during the final year of the Lease. Lessor may be allowed to place a for lease sign on the Property at any time in which a vacancy exists.

Signs/Displays.

Section 4.4.1. Lessee will not place or allow to be placed or maintain anywhere on the Subject Property or the Premises, or on any exterior wall, door, wall or window of the Premises, any exterior facing sign or advertising material without Lessor’s prior written approval. As an exception, exterior facing signs are permitted in compliance with Section 4.4.6. Lessee is requesting permission for the signage as set forth in Schedule 4.4.1 attached hereto. Signage must be approved in writing by Lessor. Lessee will be permitted to install the maximum amount of signage allowed by applicable codes, recognizing that if the Subject Property is limited in the amount of signage, Lessee will receive its proportionate share which will be the same percentage share of available signage limits as its share of CAM charges. Lessee will not breach any exterior wall or the roof without advanced written approval from Lessor after the submission of plans and specifications by Lessee. All installation of signage will be in accordance with the reasonable requirements of Lessor. Lessee, at Lessee’s expense, will be responsible for repairing any damage done to the building in the course of installation or removal of the signage, including Lessee’s awning, and including being obligated to bring the exterior back to its condition prior to installation of the signage, including any repair of materials used and painting as directed by Lessor,

in order to present a uniform appearance with the rest of the building in the area from which the sign is removed.

Section 4.4.2. Lessee may not place any “For Lease” or similar signs on the Premises or the Subject Property without the express written consent of Lessor.

Section 4.4.3. No sign may be anchored to the Subject Property without prior written approval by Lessor of the form of the sign and form of anchoring. Lessee is required to submit its request in writing and to supply such specific information as may be requested by Lessor. Lessee is solely responsible for the design of the anchoring system and the proper installation and maintenance of its signs. Upon termination of the Lease for any reason, any sign will be removed at Lessee’s expense, and all expenses incurred in returning the Property to its condition and appearance prior to the installation of Lessee’s sign will be the responsibility of Lessee. This may include patching and painting.

Section 4.4.4. All signage will need to be in compliance with the Sign Code as adopted by the City of Monticello as may be amended from time to time. To the extent there are limitations on the square footage of signage that may be located on the Property or the building, the available square footage will be allocated among all Lessees as set forth in Section 4.4.1.

Section 4.4.5. Lessee will be allowed to place professionally created and manufactured signs in the windows on the interior side of the windows only, except for one professionally created and manufactured sign which may be placed in one exterior window with Lessor’s written consent. The signs must be tasteful and not done in neon or high visible colors, except that one professionally fabricated “OPEN” sign in a high-visibility color is permitted. No painting on the exterior windows is allowed.

Section 4.4.6. Any temporary signs set on the Subject Property are prohibited. The prohibited signs referred to are generally black background with high visibility colored letters. All electronic reader board type signs located within the Property and visible from the exterior of the building on the Subject Property or on the exterior of the building on the Subject Property are prohibited.

**ARTICLE 5.
Care, Maintenance and Repair**

Care and Maintenance of Premises. Lessee shall, at all times throughout the term of this Lease, including any renewals and extensions, and at its sole expense, keep and maintain the Premises in a clean, safe, sanitary and first class condition, and in compliance with all applicable laws, codes, ordinances, rules and regulations. Lessee’s obligation shall include, but not be limited to, maintenance, repair and replacement, if

necessary, of the following systems and parts of the Premises or that serve the Premises: all lighting, electrical and plumbing systems, fixtures and equipment; sewer systems; electrical systems; motors and machinery; all pumps, pipes, containers, separators, traps and equipment which are part of the sewer system serving only the Premises and/or from the point they serve only the Premises; all pipes and pumps which are part of the sump system serving only the Premises; all interior walls, partitions, doors and windows; and all exterior entrances, windows (including glass), doors, locks and the replacement of all broken glass for those areas of the building serving exclusively the Premises. When used in this provision, the term "repairs" shall include replacement of items, when necessary. All such repairs made by Lessee shall be equal in quality and class to the original work updated to current technology at the time of replacement. The Lessee shall keep and maintain all portions of the Premises in a clean and orderly condition, free of all accumulation of dirt, litter, rubbish, hazards and/or dangerous conditions. Lessee is responsible for all costs associated with the annual maintenance of the HVAC System. The Lessor shall be responsible for overseeing the annual maintenance contract and charge out the Lessee through as a pass through expense.

Lessee will be responsible for all janitorial, phone, internet and communication services provided to the Premises, which will be billed directly to Lessee.

LESSOR WILL BE RESPONSIBLE FOR ICE AND SNOW REMOVAL/ICE SANDING IN THE SIDEWALK AREA IMMEDIATELY ADJACENT TO THE FRONT OF THE PROPERTY AS WELL AS ALL COMMON PARKING AREAS, WHICH SHALL BE BILLED AS A CAM EXPENSE. Lessee will be responsible for litter removal and trash removal from the area in front of Lessee's main entrance and the exterior walls of Lessee's Property. Lessor will otherwise be responsible for litter and trash removal in Common Areas (CAM Expense).

The building is a no smoking building and the Property is a no smoking property. Lessor will be responsible for proper disposal of any cigarette butts in the front of or on the side of the Property.

Servicing, Repair and Replacement by Lessor. Lessor shall cause the roof, parking lot, driveways and Private Road, the building (other than the foundation and structure) and the Common Areas to be maintained, repaired and replaced as necessary. The cost for this will be included as part of the CAM charges as outlined above. To the extent a repair or replacement represents a capitalized cost, the cost will initially be paid by Lessor and will be amortized over the expected useful life of the capital item at the rate of eight percent (8%) per annum which amortized cost together with Interest will be part of the CAM charges. Lessee or its authorized representative will have the right to audit Lessor's books and records relating to CAM charges once per year. The request to audit must be made within sixty (60) days of receiving the Annual Billing for CAM charges.

Maintenance by Lessor. The Lessor shall keep the structural and foundation portions of the Leased Premises at Lessor's expense. The exterior walls, roof, parking area, driveways and Private Road and other portions of the Common Area will be kept in good

order and repair by Lessor with the cost being part of CAM charges. Lessee shall be liable for any damage to the Leased Premises and/or Subject Property resulting from the acts of Lessee, its employees, authorized representatives, and/or any of its business patrons. The costs of maintenance and repair by Lessor of any improvements to the Subject Property other than structural, foundation, and the Property leased to Lessee or leased to other Lessees will be part of the CAM charges with the exception of roof replacement which shall be at Lessor's expense.

Alterations, Installations and Fixtures. Except as may be provided in this Agreement, and excepting non-structural and cosmetic improvements, Lessee shall not make any alterations, additions, or improvements in or to the Premises or add, disturb or in any way change the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee will be responsible for providing written plans and specifications to Lessor and such other information as Lessor may request prior to Lessor determining whether Lessor will allow the alterations, additions, or improvements. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Premises by Lessee, Lessee shall make such alterations at its own cost and expense after first obtaining Lessor's approval of plans and specifications therefore and furnishing such indemnification as Lessor may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Lessee must be built in compliance with all laws, ordinances and governmental regulations affecting the Premises and Lessee shall warrant to Lessor that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and insurance requirements. Construction of such alterations or additions shall commence only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses, and permits and indemnification against liens. All alterations, installations, physical additions, improvements, made or installed to the Premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this provision shall not apply to the furniture, including modular workstations and freestanding fixtures and equipment of Lessee. Lessee shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee, and Lessee shall provide Lessor lien waivers from all primary contractors and subcontractors supplying \$1,000.00 or more in labor, materials or equipment. Lessee may not cause removal of any portion of alterations, additions, or improvements without prior written consent of Lessor. Lessee will not be allowed on the roof of the Property or to have access to the roof of the Property except with the express written consent of Lessor. If Lessor allows Lessee to install any improvements on the roof and requires that Lessee remove the same at termination of this Lease for whatever reason, Lessee will be obligated to repair such portions of the roof where such removal occurred or which were affected by the installation or removal, as Lessor may require in order to place the roof in condition, the same or better than at the start of the Lease.

Cleaning and Maintenance of Common Areas. The cleaning and maintenance of the Common Areas, including vacuuming, janitorial, snow removal, lawn care, landscaping care, landscaping, irrigation, trash and litter removal from Common Areas and similar

items will be included as CAM charges and will be provided through Lessor. The Lessor may set such rules and regulations for the Common Areas as Lessor deems appropriate. Lessee will also have those responsibilities as set forth in Section 5.1 for the care of the Property.

ARTICLE 6. Common Areas

Definition of Common Areas. Common Areas include, but are not limited to the following areas on the Subject Property:

- The parking areas;
- Pedestrian walking areas;
- Landscaped and green areas
- Ingress and egress drives;
- Interior Hallway and common area bathrooms
- Garbage dumpster and dumpster area enclosure;
- Private road (if applicable)
- Mechanical room (accessible only by Lessor and its agents).

These Common Areas are subject to use by Lessee and by other lessees of the Subject Property on a non-exclusive basis. Use of the Common Areas is subject to such rules and regulations as may be adopted from time to time by Lessor. Lessor will be responsible for Common Area lighting, maintenance and repair. This includes cutting of the lawn and snow removal from sidewalks (subject to the provisions of Section 5.1), parking areas, driveways and Private Road(s) if applicable. Lessor will include the charges for these services as part of the CAM charges.

Garbage Service. Garbage dumpster located in an area enclosure designated by Lessor will be provided for use by all lessees in conjunction with the Subject Property. Lessor will have this garbage dumpster emptied (as needed), except when prevented by weather or holiday schedule. Garbage fees will be part of the CAM charges. If Lessee is generating more garbage than other lessees occupying approximately the same square footage, Lessee will be responsible for its proportionate share of garbage service fees. Lessee will be responsible for removal of pallets on at least a weekly basis.

Water/Sewer. Common area Water service, sanitary sewer service and storm sewer service will be part of CAM charges (if applicable).

ARTICLE 7.
Insurance

Public Liability Insurance. Lessee shall take out and keep in full force and effect during the term, occupancy and possession of the Leased Premises, including the fenced in area to the west of Suite A, by Lessee, commercial general liability insurance for the Premises and such other liability insurance as may be applicable to the storage, personnel and liability inherent and applicable to the Leased Premises. Lessee will be responsible for paying the premium for this insurance. Such insurance will be with a reputable company licensed to do business in the State of Minnesota and approved by Lessor for protection against liability to the public arising out of or resulting from any occurrence on or about the Subject Property. The limits of liability under the policy shall be, at a minimum, \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Lessee's policy shall include Lessor as an additional insured. Proof of such insurance shall be provided by Lessee to Lessor in the form of a Certificate of Insurance before occupancy of the Premises by Lessee. Lessee's insurance broker will provide notification or cancellation or non-renewal to Lessor at least thirty (30) days in advance. Lessee will maintain in effect Worker's Compensation coverage covering its employees in compliance with the laws of the state in which the Subject Property is located. Lessee will also be responsible for insuring its own property and interests within the Premises.

Property Insurance. At all times during the term hereof, Lessor shall maintain in effect fire and special peril (not including flood) property insurance policies covering the Subject Property and all improvements of Lessor in and to the Subject Property for the full replacement cost of improvements to the Subject Property. The policy shall be for fire and special risks on terms acceptable to Lessor. LESSEE SHALL MAINTAIN AT ITS OWN EXPENSE PROPERTY INSURANCE POLICIES COVERING MERCHANDISE, FIXTURES, MACHINERY, EQUIPMENT, INVENTORY, LESSEE'S LEASEHOLD IMPROVEMENTS AND PERSONAL PROPERTY AS SHALL BE ON THE SUBJECT PREMISES. Lessor shall be included as the Loss Payee on Lessee's policy(s) for all improvements to the Premises. The proceeds from an insured loss shall be used for the repair and replacement of the improvements to the Premises so insured in accordance with the terms of this Lease, provided Lessee is current in fulfillment of its obligations under the Lease, in which case such repair or replacement will be at Lessor's election and subject to the further exception that if there is less than eighteen (18) months remaining on the Lease, at the option of Lessor or Lessee, either party may declare the Lease terminated and each party shall be relieved from all further obligations under the Lease, except for those obligations which accrued through the effective date of termination. Insurance provided through Lessor will be paid as part of CAM charges.

Indemnification. Lessee covenants and agrees to indemnify, defend, and save Lessor harmless from and against, to the extent directly caused by Lessee, any and all injury, loss, claims, actions, damages, liability, costs, and expenses, including reasonable attorney's fees, resulting from loss of life, personal or bodily injury, damage to property, or litigation arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Lessee of the Premises, wholly or in part, by any act, neglect, or

admission of Lessee, its agents, contractors, employees, servants, Lessees, or concessionaires which causes the injury, loss, or damage. All of Lessee's public liability and property insurance policies shall contain a contractual liability endorsement insuring the performance by Lessee of the indemnity agreement set forth in this Section as to liability for injury to or death of persons and injury or damage to property.

Waiver of Subrogation. Each party to this Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Demised Premises or the contents thereof to waive in writing all rights of subrogation which such insurer might otherwise have against the other party to this Lease or its agents or employees. The parties hereto do hereby waive all rights of recovery against each other for losses covered by such policies, providing the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this Section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless this provision shall invalidate any insurance policy affecting the Premises or the Subject Property. Lessee or Lessor shall give the other written notice that such a waiver of subrogation is not available from its insurers, if this is the case.

ARTICLE 8. Utilities

Lessor's Obligations for Utilities. As a part of the shell package Lessor shall provide the means and conduits to supply electricity to the perimeter of the Premises. Lessor will also provide natural gas to the perimeter of the Premises. Lessor will provide water lines and sanitary sewer lines to the perimeter of the Premises. Lessor, within the shell package, will cause the electricity and natural gas to be separately metered. Other utilities may be on one meter and allocated by Lessor to lessees as Additional Rent. Shell should have service to an installed electrical panel with adequate capacity and gas service should be connected to the HVAC units as part of our building shell. Common restrooms completed with water and sewer lines roughed in per Tenant's plan.

Lessor shall not be liable for, and Lessee shall not be entitled to, any abatement or reduction of rent by reason of Lessor's failure to furnish any of the foregoing utilities and services when such failure is caused by or results from casualties, riots, strikes, picketing, accidents, breakdowns, weather and/or other cause beyond Lessor's reasonable control. Notwithstanding the foregoing, if such failure of services continues for three (3) or more consecutive business days, rent shall abate to the extent the Premises are not usable until such services are restored.

Lessee's Obligation for Utilities. Lessee shall pay directly to the provider or to Lessor if not separately metered, when due, all charges for the following utilities attributable to the Premises from and after the date possession is delivered by Lessor to Lessee. Utilities

include: electricity, gas, forestry, and any other third-party utility charges. Water, sanitary sewer and storm sewer will be part of CAM charges or if metered separately would be the responsibility of the Lessee. Lessee will pay the provider directly for telephone, communications, internet access charges and similar charges during the term of this Lease, and any renewal or extension of this Lease. The charge for utilities will be deemed to be Additional Rent in accordance with Section 2.3 of this Agreement if not paid directly to the utility provider by Lessee when due. Lessee is responsible for the utilities for the Premises from and after the Possession Date.

Utilities for Common Areas. Utilities for Common Areas will be billed and be paid as part of the CAM charges.

ARTICLE 9. Common Area Charges

Payment of Share. Lessee will pay its pro rata share of CAM charges based on the following computation:

$$\frac{\text{Lessee Leased Square Feet in Building (1,728 sq. ft.)}}{\text{Total Leasable Square Feet Commercial in Building (29,410 sq. ft.)}} = 5.9\%$$

The "Total Leasable Square Feet" shall be the Total Leasable Square Footage within the building, of which the Premises are a part computed using BOMA Standards. Neither the numerator nor the denominator will include Common Area.

CAM Charges. CAM charges will include, but not be limited to, all charges related to the Common Area and all charges related to the buildings on the Subject Property, except for those items which are specifically set forth as a Lessee's responsibility in this Lease. Included in CAM charges are: real estate taxes and installments of special assessments as set forth in Article 10; insurance premiums for insurance provided through Lessor as set forth in Article 7; care, maintenance and replacement, if necessary, of Common Areas described in Article 6; utilities for Common Area; snow removal to include pro rata share of the common road; landscaping maintenance, including replacements of plants, mowing, weed removal, watering and irrigation systems and landscaping maintenance; parking lot, driveways and Private Road maintenance, repair and replacement, including, but not limited to, snow removal, sealing, striping, debris removal and sanding, if necessary; utilities for all exterior lighting; maintenance, repair and replacement of exteriors to the extent the same are not the obligation of lessees; maintenance and repair or any trash container areas; roof repair and replacement, unless caused by a Lessee, in which case it shall be the Lessee's responsibility; and a fee equal to five percent (5%) of Base Rent for administration of the Subject Property and the Common Area. In the event of Capital Improvements, such as HVAC replacement, sign replacement or replacement of parking areas, driveways and Private Road, the cost of the same will initially be paid by Lessor and will be a Capital Expense amortized over the anticipated useful life of the

improvement with an interest factor of eight percent (8%) per annum and will be part of the CAM charges. Roof replacement shall be a Lessor cost.

Monthly Payment. Lessee will be obligated to pay one-twelfth (1/12) of its prorated share of the annual estimated CAM charges as Additional Rent each month, commencing with the Rent Commencement Date. The Lessee's percentage of CAM charges is 5.9% which has been calculated by a factor, the numerator of which is 1,728 square feet, and the denominator of which is 29,410 square feet, being the total leasable commercial space in the building, including allocation of Common Areas within the building. From and after possession, Lessee will be responsible for all utilities and CAM charges for the Premises.

CAM charges for the first year of this Lease are estimated to be \$3.50 per rentable square foot per annum, subject to adjustment for actual CAM charges.

Annual Reconciliation. At the end of the calendar year period, and at the end of each calendar year thereafter, Lessor will provide an accounting of CAM charges, and an adjustment will be made to CAM charges for the succeeding year.

Annual Adjustment. At the end of each calendar year, to the extent a CAM charge is greater than the amount that has been paid by Lessee, Lessee will receive a billing for the same and will be responsible for payment of the amount billed within thirty (30) days. To the extent the CAM charges paid by Lessee are greater than the CAM charges due from Lessee, Lessee will be issued a credit toward future CAM charge obligations. CAM charges for any partial month will be prorated the same as Base Rent is prorated.

Additional Rent. CAM charges are Additional Rent.

Request for Statement of Cost. Upon request, Lessor will provide a statement of the actual costs incurred by Lessor for items related to CAM charges subsequent to the end of each calendar year, and will also provide annual estimates of CAM charges for each calendar year. This will be provided no more often than annually by February 28th for the previous calendar year.

Inclusions in CAM Charges. CAM charges will include all items specified as being CAM charges in this Lease Agreement, including, but not limited to those items set forth in Article 5, Article 6, Article 7, Article 8 and Article 10, together with an amount equal to five percent (5%) of Base Rent for the management of the Property, including the Common Areas.

Excluded Items. CAM charges will not include depreciation, mortgage interest, mortgage principal, fees or points, real estate broker commissions, Lessor's legal expenses, cost of Lessee improvements or cost of Lease negotiations. Landlord's executive salaries and other overhead costs, costs resulting from defective design or construction of the premises, amounts paid to affiliates of Landlord at rates in excess of market value, costs of travel, entertainment and promotions, costs resulting from the

negligence of Landlord and/or its agents or employees, costs recovered through insurance or other reimbursements, costs incurred in connection with any improvements necessary to fulfil compliance with ADA requirement, other than any such improvement required as a direct result of Tenant's occupancy of the premises. Any penalties or interest charges as a result of late payments.

Management Fee. CAM charges will include an amount equal to five percent (5%) per annum of the Base Rent amount as a fee to Lessor for managing the Subject Property.

Payment and Audit Right. Lessee will pay its pro-rata share of CAM charges as previously set forth. The Lessee shall have annual audit rights for these expenses, provided any audit must be requested within ninety (90) days of delivery of the Annual Billing for CAM charges.

ARTICLE 10. Real Property Taxes

Payment of Real Property Taxes. Lessor shall pay general real estate taxes and installments of special assessments for the Premises during the term of this Lease. These Real Property Taxes will be part of CAM charges.

Definition of "Real Property Tax". As used herein, the term "Real Property Tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, special assessment levy or tax (other than inheritance, personal income or estate taxes) imposed on the Subject Property by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part as against Lessor's right to rent or other income therefrom, and as against Lessor's business of leasing the Premises. The phrase "Real Property Tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy assessment or charge hereinabove included within the definition of "Real Property Tax," or (ii) the nature of which was hereinbefore included within the definition of "Real Property Tax."

Additional Rent. Real Property Taxes are Additional Rent paid as part of the CAM charges. The obligation to pay the CAM charges commences on the Rent Commencement Date.

ARTICLE 11. Destruction

Partial Damage – Insured. If the Premises are damaged by a risk covered under fire and special perils coverage insurance insuring Lessor, then Lessor shall restore such

damage, provided insurance proceeds are available to Lessor to pay eighty percent (80%) or more of the cost of restoration, and provided such restoration by Lessor can be completed within six (6) months after the damage occurred in the opinion of a registered architect or engineer appointed by Lessor. In such event, this Agreement shall continue in full force and effect, except that Lessee shall be entitled to an equitable reduction of rent while such restoration takes place, such reduction to be based upon the extent to which the restoration efforts materially interfere with Lessee's use of the Premises; provided, however, that in the event the improvements to the Premises are more than thirty percent (30%) destroyed or damaged based on cost of restoration, and the same occurs within one (1) year of the expiration of this Lease, Lessor or Lessee may elect to terminate this Lease and the Security Deposit shall be refunded to Lessee. The determination of the thirty percent (30%) damage or destruction by cost of reconstruction shall be determined by an engineer or architect employed by Lessor. Written notice of election to terminate must be provided within forty-five (45) days of the damage or destruction. Lessee is responsible for insuring its leasehold improvements and personal property. Lessee is obligated to restore its leasehold improvements.

Total Destruction. If the Premises are totally destroyed, or the Premises cannot be restored within six (6) months as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Agreement shall be terminated effective as of the date of the damage at the written election of Lessor or Lessee which shall be made within forty-five (45) days of the date of the damage and the Security Deposit shall be refunded to Lessee.

Lessor's Obligations. Any restoration by Lessor pursuant to Article 9 shall be commenced as soon as reasonably possible after the date of damage and pursued diligently to completion at the earliest possible date provided however that both parties must waive their right to terminate if said damage occurs within the last 12-18 months of the term prior to the commencement of restoration.

ARTICLE 12. Eminent Domain and Condemnation

Eminent Domain. In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the Premises during this Lease, the following provisions shall apply:

Section 12.1.1. **Total Condemnation.** If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding, and all rentals shall be paid up to that date and Lessee shall have no claim against the Lessor for any unexpired term of this Lease.

Section 12.1.2. Partial Condemnation. If any part constituting less than the whole of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall materially affect the Premises so as to render the Premises unsuitable for the business of the Lessee, in the reasonable opinion of the Lessor or Lessee, then the term of this Lease shall cease and terminate as of the date possession shall be taken by the condemning authority, and rent shall be paid to the date of such termination.

Section 12.1.3. No Material Effect. In the event a partial taking or condemnation of the Premises, which shall not materially affect the Premises so as to render the Premises unsuitable for the business of the Lessee, in the reasonable opinion of the Lessor, the Lease shall continue in full force and effect, but with a proportionate abatement of the basic rent and Additional Rent based on the portion, if any, of the Premises taken. Lessor reserves the right, at its option, to restore the building and the Premises to substantially the same condition as it was prior to such condemnation. In such event, Lessor shall give written notice to Lessee within thirty (30) days following the date possession shall be taken by the condemning authority of Lessor's intention to restore. Upon Lessor's notice of election to restore, Lessor shall commence restoration and shall restore the building and the Premises with reasonable promptness, but in no event more than six (6) months, subject to delays beyond Lessor's control and delays in the making of condemnation or sale proceeds adjustments by Lessor; and Lessee shall have no right to terminate this Lease except as herein provided. Upon completion of such restoration, the rent shall be adjusted based upon the portion, if any, of the Premises restored. Notwithstanding the foregoing, if ten percent (10%) or more of the Premises is taken, then lessee shall have the option to terminate this Lease.

Section 12.1.4. Lessor's Damages. In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right to claim any part thereof related to the property taking unless it has invested money in additional tenant improvements in which case it shall be entitled to compensation.

Section 12.1.5. Lessee's Damages. Although all damages in the event of any condemnation shall belong to the Lessor, whether such damages are awarded as compensation for diminution in value of the leasehold or the fee interest in the Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recovered by Lessee's own right on account of any and all damages to Lessee's business by reason of the condemnation, and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE 13.
Default and Overdue Payments of Lessee

Default.

Section 13.1.1. In the event of any failure of Lessee to pay any rental due hereunder, whether Base Rent or Additional Rent, within ten (10) days after written notice of non-payment or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than thirty (30) days after written notice of such failure shall have been given to Lessee; or if Lessee or an agent of Lessee shall falsify any report required to be furnished to Lessor pursuant to the terms of this Lease; or if Lessee shall become bankrupt or insolvent or file any debtor proceedings or any persons shall take or have taken against Lessee or any guarantor of this Lease in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency and/or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Lessee's or any such guarantor's property, and such involuntary petition is not terminated, discharged or stayed within sixty (60) days; or if Lessee or any such guarantor makes an assignment for the benefit of creditors; or petitions for or enters into an arrangement for the benefit of creditors; or if Lessee shall abandon the Premises together with non-payment of rent for a period of thirty (30) or more days or suffer this Lease to be taken under any writ of execution; then and in any such event Lessee shall be in default hereunder. Abandonment alone if the Premises continue to be maintained and rent is paid shall not constitute an event of default even if the period exceeds 30 days.

Section 13.1.2. Should Lessor elect to reenter the Premises as herein provided, or should it take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Upon each subletting, all rentals received by the Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second to the payment of any costs and expenses of enforcing its rights under this Lease and of such re-letting, including brokerage fees and attorney's fees and of costs of alterations, repairs, improvements, and/or removal of improvements; third, to the payment of all amounts due hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Lessee hereunder, Lessee, upon demand shall pay any such deficiency to Lessor. No such reentry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Lessor to Lessee. Notwithstanding any such re-letting without termination, Lessor may, at any time after such reentry

and re-letting, elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other damages it may have, it may recover from Lessee all damages it may incur by reason of such breach, including, but not limited to, the cost of recovering the Premises and reasonable attorney's fees. In no event shall Lessee's monetary liability under this default provision exceed is remaining base rent and additional rental obligation remaining under the lease term plus all costs incurred by Lessor in collecting the same.

Section 13.1.3. Lessor may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute, or equity, spend such money as is reasonably necessary to cure any default of Lessee herein, and the amount so spent and costs incurred, including attorney's fees in curing such default, shall be paid by Lessee as Additional Rent upon demand together with Interest at the rate of 8% per annum or the highest rate allowed by law, whichever is less.

Section 13.1.4. In the event a suit and/or any collection action shall be brought for recovery of possession of the Premises for the recovery of rent or any other amount due under the provision of this Lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed and a breach shall be established, Lessee shall pay to Lessor all expenses incurred in such action and/or as a result of such breach, including reasonable attorney's fees together with interest and all such expenses, at the rate of eight percent (8%) per annum from the date of such breach of the covenants of this Lease, or the highest rate allowed by law, whichever is less.

Section 13.1.5. No remedy herein or elsewhere in this Lease or otherwise, by law, statute or equity, conferred upon or reserved to Lessor or to Lessee, shall be exclusive of any other remedy, but shall be cumulative and may be exercised from time to time and so often as the occasion may arise.

Section 13.1.6. Lessor and Lessee shall have all rights and remedies available at law or equity for breach of this Agreement by the other.

Section 13.1.7. In any litigation, the successful party shall be awarded reasonable attorneys' fees and costs from the other party. In making such an award, the reasonableness of each party's position and the result of the litigation shall be considered.

Termination of Lease and Damages. Unless this Lease has been properly and timely terminated in full compliance with Section 20.6, in the event of a Default by Lessee which remains uncured by Lessee, Lessor shall terminate this Lease, effective at such time as may be specified by written notice to Lessee, and demand (and, if such demand is refused, recover by lawful means) possession of the Premises from Lessee. Upon

termination of this Lease, Lessor shall, in addition to recovery of the Premises, recover from Lessee an amount equal to the sum of the following:

Section 13.2.1. All amounts owed by Lessee to Lessor pursuant to this Lease (including, without limitation, Base Rent, Additional Rent, Lessee's Utilities, reimbursement for Lessor or Lessee fit-up work, late charges, costs of repairs and maintenance or cleaning, and costs of discharging liens) prior to termination of this Lease, and

Section 13.2.2. All amounts that would be payable by Lessee to Lessor pursuant to this Lease (including, without limitation, Base Rent, Additional Rent, Lessee's Utilities, reimbursement for Lessor or Lessee fit-up work, late charges, costs of repairs and maintenance or cleaning, and costs of discharging liens) for the period commencing upon the effective date of termination and ending upon the original date of the expiration of the Lease Term, had this Lease not been terminated, less the net proceeds, if any, from re-letting of the Premises by Lessor subsequent to such termination, after deducting all Lessor's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, attorneys' fees, brokerage commissions, advertising costs, employee costs, repair and maintenance costs and costs of preparing for such re-letting, including, without limitation, costs of alterations and installations. For purposes of calculating the amount that would be payable under the Lease for a period succeeding the effective date of termination, such Additional Rent and Lessee's Utilities shall be computed on the basis of the average monthly amount payable by Lessee during the twelve (12) month period immediately preceding the default to which such termination relates.

With respect to damage amounts described above, Lessee shall, at Lessor's election, either:

- i. Pay such damages to Lessor monthly on the days in which the Base Rent, Additional Rent or other amounts would have been payable under this Lease if this Lease had not been terminated; or
- ii. Immediately pay a lump sum amount equal to the total amount of such damages without reduction of the net proceeds from re-letting of the Premises by Lessor subsequent to such termination, discounted to present value using a discount rate of four percent (4%) per annum, in which case Lessor shall thereafter pay at least annually to Lessee the net proceeds, if any, from re-letting.

Overdue Payments. If any installment of Base Rent or Additional Rents or any other amounts due hereunder from Lessee to Lessor shall not be received by Lessor within five (5) days of the due date, Lessee shall pay to Lessor a \$250.00 late fee. If any installment of Base Rent or Additional Rents or other amounts due hereunder from Lessee to Lessor, together with the late fee, are not paid within thirty (30) days after

written notice, then interest on the unpaid balance overdue at a rate equal to the maximum amount permitted to be charged by Lessor to Lessee under applicable law, or eight percent (8%) per year on the overdue balance, whichever is less, plus any attorney's fees and other costs of collection as provided in this Lease. The charging or acceptance of such interest by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amounts, nor prevent Lessor from exercising any of its rights and remedies granted hereunder.

Waiver of Default. The waiver by Lessor of any breach of any term, covenant, or condition herein contained or the doing of any matter or payment of any sum by Lessor not required of Lessor by the terms hereof shall not be deemed to be a waiver or amendment of that term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any existing or preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding or existing breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing signed by Lessor.

Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

ARTICLE 14. Novation and Subordination

Novation in the Event of Sale. In the event of the sale of the Property, Lessor shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale; provided, however, that Lessor shall cause to be included in the Agreement of Sale, a covenant whereby the purchaser of the Property assumes and agrees to carry out all of the covenants and obligations of Lessor herein and Lessor agrees to transfer any security deposits held on behalf of Lessee upon the successful closing of the sale.

Lessee's Statement/Estoppel Certificate. The Lessee agrees at any time and from time to time upon not less than ten (10) business days prior written request by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect as modified and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such and delivered pursuant to this paragraph

may be relied upon by any prospective purchaser of the fee or mortgage or assignee of any mortgage upon the fee of the Premises. Lessee will also supply an estoppel certificate within the same time if requested to do so.

Subordination. In the event Lessor elects to refinance the Subject Property, Lessee agrees that, if requested to do so, Lessee will execute a document subordinating its interest pursuant to this Lease to the interest of any mortgage with respect to the Subject Property so long as an appropriate non-disturbance clause or quiet enjoyment provision is provided to Lessee so long as it is not in default. Lessor shall deliver to Lessee standard "Non-Disturbance" Agreements from all lien holders of the Property to which this Lease is or will be subordinate.

Attornment. Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of power of sale under, any mortgage or deed of trust made by Lessor covering the Premises, attorn in writing to the mortgagee or purchaser at such foreclosure sale and recognized such purchaser as Lessor under this Lease.

Claims. In any claim of Lessee against Lessor, any award to Lessee must be recovered and satisfied under the terms provided by law in the State of Minnesota.

ARTICLE 15. Surrender, Holding Over and Abandonment

Surrender. On the expiration date or upon the termination hereof upon a day other than the expiration date, Lessee shall peaceably surrender the Premises in clean and in good order, condition and repair, in the similar condition as at the start of the Lease, normal wear and tear excepted. To the extent the building has been damaged from any other source as a result of Lessee's use of the Property, Lessee shall repair the same and shall pay the cost of repair of the same. On or before the expiration date or upon termination of this Lease, on a day other than the expiration date, Lessee shall, at its expense, remove all personal property and signs from the Premises, and such alterations as Lessor may have directed in writing at the time of approval. Any property not removed shall be deemed to have been abandoned. If Lessee fails to timely remove any alterations as directed by Lessor, Lessee shall be liable for the cost of removal of the same by Lessor. All damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures which have been made or installed by Lessor or Lessee upon the Premises, and all floor covering so installed, shall remain upon and be surrendered with the Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Premises are not surrendered on the expiration date or the date of termination, Lessee shall indemnify Lessor against loss, liability, claims and demands, without limitation, made by any succeeding Lessee founded on such delay. Lessee shall promptly surrender all keys for the Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the Premises. Any free-standing sign structure installed by Lessor or Lessee to the east or northeast of the Subject

Property will remain on termination of the Lease. Lessee's sign will be removed by Lessee at Lessee's cost.

Holding Over. In the event Lessee remains in possession of the Premises after the expiration date of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said Premises as a Lessee from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the base rent required to be paid by Lessee during any hold-over period shall be in the amount of one hundred and twenty percent (120%) of the immediately preceding monthly Base Rent, plus Additional Rent, as set forth in Section 2.3 of this Lease for the first 30 days of the holdover increasing by 10% per month up to One Hundred Fifty percent (150%)..

Removal and Storage of Lessee's Property. Following re-entry or termination of this Lease, Lessor may remove all persons and property from the Premises and the Subject Property, and any property removed by Lessor may, in Lessor's sole discretion, be stored in a public warehouse or other location determined by Lessor at Lessee's expense. Upon thirty (30) days written notice to Lessee, all such property may be sold, leased or otherwise transferred at Lessee's cost and for the account of Lessee, all without service of additional notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and without such re-entry working a forfeiture of the rents due and to be paid, or of the other covenants, agreements and conditions to be kept and performed by Lessee for the full term of this Lease. If Lessor, in its reasonable discretion, determines that the sale of any item or items of Lessee's property is not commercially viable, such property may be disposed of by Lessor in any manner it sees fit, including disposing of the property as waste. All costs and expenses incurred by Lessor with respect to Lessee's property left on the Premises shall be reimbursed and paid by Lessee. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. The proceeds received by Lessor from the sale of any such property shall be applied by Lessor first to the costs of sale, storage, repair, improvement, transportation and/or removal of all of Lessee's property left on the Premises, and then to pass to obligations of Lessee to Lessor under this Lease.

Section 15.3.1. The Lessor, upon termination or expiration of the Lease, consents to Lessee's removal (at the Lessee's expense) of the exterior and interior signs and trade fixtures, so long as Lessee makes all repairs caused by the removal of these items. Lessee is to complete the removal and repair within 7 days upon the expiration or termination of the Lease. Any additional time Lessee uses to remove these items will be considered to be a hold over for which Lessee will remain liable for payment of Base Rent and Additional Rent, as set forth in Section 15.2 with rent prorated for any holdover during the first 30 days.

ARTICLE 16.
Modification, Transfer and Assignment

Assignment or Subletting. Lessee will not assign this Lease or sublet all or any part of the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. However, Lessor's consent is subject to the provisions of Section 16.2.

Lessor's Consent to Assignment. Should Lessee desire to enter into a Transfer of this Lease, Lessee shall give Lessor at least forty-five (45) days' prior written notice, which notice shall include: (i) the full particulars of the proposed Transfer; and (ii) a description of the identity, net worth and previous business experience of the proposed transferee, including, without limitation, copies of the proposed transferee's latest income tax returns, balance sheet, income statement and cash flow statements for the past two years, certified as true and correct by the proposed Transferee, if available; and (iii) any further information relevant to the proposed Transfer which Lessor shall have requested within fifteen (15) business days after receipt of Lessee's notice. With respect to any such proposed Transfer, it shall not be unreasonable for Lessor to withhold its consent to a proposed Transfer of this Lease if, in Lessor's business judgment, any one or more of the following conditions or situations exist or may exist: (i) if the financial strength of the proposed assignee or sub-lessee (sometimes a "Transferee") is not as financially strong as Lessee and Lessee's guarantors; (ii) if the proposed Transferee has not had successful experience in operating the type of business to be operated on the Premises; (iii) Transferee does not certify in writing that all supplied information is true and correct. In addition, Lessor shall be entitled to reasonable satisfaction that each and every covenant, condition or obligation imposed upon Lessee by this Lease, and each and every right, remedy or benefit afforded Lessor by this Lease would not be impaired or diminished by such transfer. If these conditions are met to Lessor's written satisfaction, Lessor's written agreement to assignment or subleasing under the terms of this Lease will release the original Lessee from any of its obligations under this Lease including but not limited to personal guarantee, for the full term of the Lease provided Lessee is current in all payment obligations effective as of the date of the release. No transfer or assignment will be made until a \$1,500.00 fee has been paid to assist with costs of the assignment. In the event of an assignment in which a merger or acquisition involving all of Lessee's assets and business interests no Lessor approval shall be required.

Assignment or Transfer by Lessor. In the event of the bona fide sale or other transfer of Lessor's interest in the Subject Property, the Lessor herein named (and in case of any subsequent transfers, the then grantor or transferor) shall have no further liability and obligations of Lessor hereunder, except any that may have accrued prior to the sale and transfer, provided any prepaid rent and the Security Deposit, if any, is transferred or credited to such purchaser, assignee or transferee. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agree that there shall be absolutely no personal liability on the part of any partner, stockholder, officer, director or trustee of Lessor, or any successor in interest of Lessor, with respect to any of the terms, covenants and conditions of this Lease, and that Lessee shall look solely to the estate and interest of Lessor (or such successor in interest of Lessor on the Subject

Property) for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Lessor, such exculpation of personal liability to be absolute and without any exception whatsoever. No judgment against Lessor may be satisfied other than from Lessor's interest in the Subject Property.

**ARTICLE 17.
Miscellaneous**

Quiet Enjoyment. Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Lessee, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on Lessee's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Premises for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

Recording. Lessee shall not record this Lease without the written consent of Lessor. Upon the request of either party hereto, the other party shall join in the execution of the Memorandum of Lease for the purpose of recordation. Said Memorandum of Lease shall describe the parties, the Premises and the term of this Lease, and shall incorporate this Lease by reference. The parties further agree that upon termination of the Lease for any reason, both parties will execute a Termination of Lease document in recordable form which Lessor may record to give notice Lessee has no further right to Lease the Property.

Notice. All notices, demands and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by registered or certified mail, return receipt requested or sent by recognized overnight courier service to the addresses set out below, or to such other addresses as may be specified by written notice and delivered in accordance herewith, or transmitted via email, or to such other numbers as may be specified by written notice and delivered in accordance herewith.

Section 17.3.1. Notice given by registered or certified mail. Return receipt requested, will be recognized as being given as of the day following the date of deposit with the United States Postal Service, postage prepaid.

Section 17.3.2. Notice given by recognized overnight courier service will be deemed to have been given as of the day following the date of delivery by sender to the overnight courier service.

Section 17.3.3. Notice given by email shall be deemed given on the date the email is sent. A copy of any notice by email shall be followed by the same notice given by First-Class Mail on the same date as the email.

Section 17.3.4. Any notice by personal delivery shall be deemed given on the date of the personal delivery.

Section 17.3.5. Any notice to **Lessor** shall go to:

Block 52 Holdings LLC
Attn: Mark Buchholz
4379 33rd Ave S, Suite 121
Fargo, ND 58104
Phone: (701) 205-4979
Fax: (701) 280-0117
Email: mdbuchholz@gmail.com

Section 17.3.6. Any notice to **Lessee** shall go to:

Renewed Pilates LLC

Attn: _____
Email: _____

Notice of Default. For any Notice of Default to Lessee, Lessor agrees to concurrently provide written notice to Lessee in accordance with the Notice provisions of this Lease. Lessor agrees that Lessee shall be provided the right and option to cure, within thirty (30) days of the written Notice of Default, any default of the Lease by Lessee.

Intent of Parties. Except as otherwise provided herein, the Lessee covenants and agrees that if it shall at any time fail to pay any such costs or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Lessor may, but shall not be obligated to do so, and without waiving or releasing the Lessee from any obligations of the Lessee in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of the Lessee to be made and performed as in this Lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor, together with Interest at the rate of eight percent (8%) per year from the date of making of such expenditure by Lessor, shall be deemed Additional Rent hereunder, and shall be payable to Lessor on demand. Lessee covenants to pay any such sum or sums with interest as aforesaid and the Lessor shall have the same rights and remedies in the

event of non-payment thereof by Lessee as in the case of default by Lessee in the payment of the base rent payable under this Lease.

Consents by Lessor. Whenever provision is made under this Lease for Lessee securing the consent or approval of Lessor, such consent or approval shall be only in writing and shall not be unreasonably withheld.

No Agency Relationship. The Lease does not create the relationship of principal and agent; or of partnership; or of joint venture; or of any association between Lessor and Lessee, the sole relationship between the parties being that of the Lessor and Lessee.

Governmental Regulations. Lessee shall at all times operate its business in compliance with all applicable county, municipal, state, and federal governmental laws, now in force or which may hereafter be enforced and shall use the Premises in compliance with any current applicable county, municipal, state, and federal governmental laws.

Environmental Indemnification. Each party shall indemnify and hold harmless the other party from all cleanup costs, fines, penalties, interest on any of the foregoing and all other costs and expenses ("Compliance Issues") of compliance with, under or relating in any way to the Pollution and Protection Laws (as hereinafter defined) which are or become due and payable by indemnified party and are attributable to indemnifying party. For purposes of this Section, "Pollution and Protection Laws" shall refer to all federal, state, and local laws relating to pollution and protection of the environment, including laws relating to and protection of the environment, including laws relating to emissions, discharges, released or threatened releases of pollutants, contaminants, chemicals, or industrial toxic or hazardous substances or wastes into the environment, including without limitations, ambient air, surface water, ground water, land surface or subsurface strata or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or hauling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

Lessor to be Held Harmless. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damage to property in, upon, or about said Premises, or for injuries to Lessee, its agents or invitees in or about said Leased Premises from any cause arising at any time, except due to Lessor's negligence or willful misconduct; and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the Premises by Lessee, except where due to Lessor's negligence or willful misconduct.

Waiver. The waiver by the Lessor of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenants or condition herein contained. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of said preceding breach at the

time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing by Lessor.

Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, weather, restrictive government laws or regulations, riots, insurrection, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay.

Entire Agreement. This Lease and the Schedules, if any, attached hereto and forming a part hereof, constitute the entire agreement between Lessor and Lessee affecting the Premises and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed in the same form and manner in which this Lease is executed.

Interpretation of Lease. This Lease shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Time is of the Essence. Time is of the essence in each provision of this Lease.

Usury. If any interest rate, late payment charge or other amount or method of computing amounts set forth herein results in a violation of usury laws or any other applicable laws, that amount shall be considered to be amended to the highest rate or charge allowed by law.

Construction. If any agreement, covenant or condition of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Consents. Whenever under this Lease provision is made for the Lessor or the Lessee to secure the consent or approval of the other, such consent or approval shall be in writing and shall not be unreasonably withheld.

Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Counterparts. This Lease may be executed by the parties in separate parts, with the signature of each party to a copy of the contract, even if not the same copy, constituting the creation of a binding contract between the parties. Electronic copies may also be used as an executable form for distribution.

Binding on Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

Involvement of Both Parties. All parties hereto have been fully involved in the negotiation and drafting of this Agreement. Accordingly, the parties hereto agree that any rule of construction of contracts resolving any ambiguities against the drafting party will be inapplicable to this Agreement. This Agreement will be interpreted in a fair and neutral manner without favoring one party over the other. No provision of this Agreement will be interpreted for or against any party because the provision was drafted by that party or its legal representative.

**ARTICLE 18.
Rules and Regulations**

Lessor may, from time to time, adopt such rules and regulations for the protection of the Property, use of the Property and for the benefit of all Lessees and of Lessor and Lessee, as Lessor deems appropriate. Any rules adopted shall not unreasonably restrict or hamper Lessee's ability to conduct its business in the usual course. Lessor will provide Lessee with a copy of all such rules and regulations as adopted. Lessee will comply with such rules and regulations on its use of the Property.

**ARTICLE 19.
Operating Provisions**

Operating Provisions. The following will apply to the operations of Lessee during the term of the Lease:

Section 19.1.1. Lessee will be provided with access to the Premises twenty-four (24) hours per day, seven (7) days per week. Lessee will have control over the hours during which the Premises are used.

Section 19.1.2. Lessee will have control of the HVAC serving only the Premises.

Section 19.1.3. No smoking is allowed within the Premises or anywhere on the Subject Property. Lessee will be responsible for proper disposal of any cigarette butts in front of or behind Lessee's Property, if any are placed in these locations.

Section 19.1.4. Garbage may be placed only in the designated garbage dumpster in the designated garbage enclosure.

Section 19.1.5. Lessee, at Lessee's expense, shall be allowed to install four (4) signs in the parking lot to designate as exclusive parking spots for Lessee's patients or customers. Lessee and Lessor shall mutually agree upon the location of the four designated parking spots. Lessor shall have final approval of the parking signage.

ARTICLE 20.

Plans and Specifications. Lessor must present its plans and specifications a minimum of 15 days prior to commencing construction. Plans and specifications will be submitted electronically, all in conformity with the description of Lessor's work. Lessee will review the plans and give written notice of its approval or disapproval not later than ten (5) business days after Lessee's receipt of plans. In the event revisions are made Lessee shall review and approve until both parties are satisfied with the final plans and project costs.

[Signature Pages to Follow]

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

Dated: _____.

LESSOR:

Block 52 Holdings, LLC

By: Mark Buchholz
Its: Managing Member

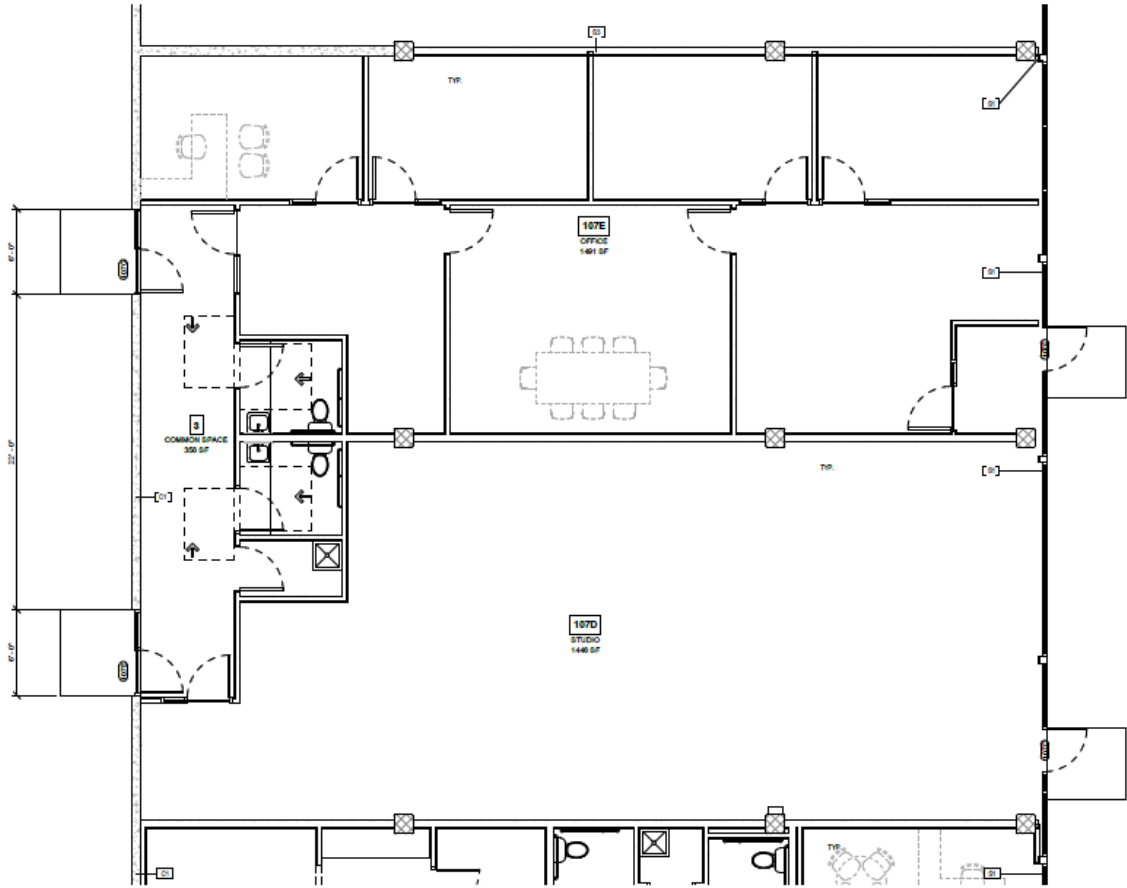
STATE OF NORTH DAKOTA)
 : ss.
COUNTY OF CASS)

On this ____ day of _____, 2026, Mark Buchholz, known to me to be the Managing Member of Block 52 Holdings, LLC, the entity that is described in and that executed the foregoing instrument, and acknowledged that said entity executed the same.

Notary Public

(Signature Page to Lease Agreement)

EXHIBIT A
THE PREMISES



1 1ST FLOOR STONE - A Copy 1
147 - 1-0

SCHEDULE 3.1.1

LESSOR'S WORK

Lessor shall deliver the Leased Premises to Lessee with a vanilla shell, to include the following:

Exterior walls and demising walls shall have drywall installed, taped, textured and primed ready for paint

Plumbing stubbed to the building

Electrical stubbed to the building, consisting of 3 conduits for power/data

Lessor shall supply HVAC appropriately sized per a mechanical engineer's recommendation. Said, HVAC will be returned and supplied to the Premises.

Lessor and Lessee mutually agree to the above-mentioned improvements/turn key proposal. Any overages regarding the exterior walls, demising wall and HVAC shall be the sole responsibility of the Lessor.

SCHEDULE 3.1.6

COMMENCEMENT DATES

Lease Possession Commencement Date: Upon Lessor's receipt of
Certificate of Occupancy

The 66 full calendar month Lease The date of Possession
Term Rent Commencement Date: (Certificate of
Occupancy)

Possession Date and Commencement The date the Certificate
of obligation to pay Additional Rent and of Occupancy is issued
utilities:

LESSOR:

Block 52 Holdings, LLC

LESSEE:

Renewe Pilates LLC

By: Mark Buchholz
Its: Managing Member

By: Cassie Mallinger
Its: Owner

SCHEDULE 4.4.1

SIGNS/DISPLAYS

Lessee's request for signage is as follows:

Signage shall be allowed on the building subject to mutual agreement on the location and size. The building shell costs shall provide a rough in for raceway signage including an electrical rough in subject to mutual agreement on its location.

Dated: _____.

LESSEE:

Renewed Pilates LLC

By: Cassie Mallinger
Its: Owner Shareholder

LESSOR:

Block 52 Holdings, LLC

By: Mark Buchholz
Its: Managing Member

SCHEDULE 3.1.2

LESSOR'S WORK

Description of Landlord's Work for Site Core & Shell Package

LANDLORD'S STANDARD IMPROVEMENTS

OUTLINE SPECIFICATION AND CONSTRUCTION PROCEDURES

Definitions. For purposes of this Lease and this Schedule 3.1.2:

“Turnkey Improvements” means the improvements to be designed and constructed by Lessor as part of Lessor's Work for delivery of the Premises, as described in this Lease and this Schedule 3.1.2, and as shown on the plans and specifications approved by the parties. The Turnkey Improvements shall include, without limitation, all work shown on the approved plans and specifications and included in the contractor's bid accepted by Lessor, except as expressly excluded herein.

“Lessee Improvements” means any alterations, upgrades, finishes, fixtures, furnishings, equipment, or other work requested by Lessee that are not included within the Turnkey Improvements.

ADA / Accessibility Compliance. Lessor shall, at Lessor's sole cost and expense, complete the Turnkey Improvements in compliance with the Americans with Disabilities Act (“ADA”) and all applicable accessibility laws, codes, and regulations, as they apply to the Turnkey Improvements. Lessee shall be responsible, at Lessee's sole cost and expense, for ensuring that any Lessee Improvements and Lessee's use and operation of the Premises comply with the ADA and all applicable accessibility laws, codes, and regulations. For the avoidance of doubt, Lessee shall be responsible only for ADA/accessibility compliance to the extent arising from or related to Lessee Improvements or Lessee's specific use, fixtures, furnishings, equipment, décor, operational layout, or other alterations made by Lessee beyond the Turnkey Improvements, and not for the Turnkey Improvements delivered by Lessor.

Lessee Improvements / Change Orders. Any Lessee Improvements requested by Lessee that are outside the scope of the Turnkey Improvements shall be performed only pursuant to a written Change Order signed by both parties. Lessee shall be responsible for all costs, delays, permits, and code/ADA compliance related solely to such Lessee Improvements, and Lessor shall have no obligation to fund or perform any work beyond the Turnkey Improvements except as expressly set forth in a signed Change Order.

The following is a description of the construction, which will be provided by Landlord in Tenant's Premises and the Common Areas of the building ("Landlord's Work).

1. Building Shell Exterior:

- The exterior building materials will be any combination of glass, aluminum storefront, masonry, stone, and dryvit as determined by the Tenant and
- The building will be wood framed and meet the standards set forth in the building code and structural engineered design. Steel framing shall be utilized as necessary to accommodate the weight the rooftop load and mechanical equipment.
- The rooftop mechanical equipment will be enclosed screening.
- The building will include a covered entry for patient drop-off.
- The roofing will be a EPDM system with an estimated useful life of 20 years with insulation per building code.
- The windows will be insulated glass in aluminum frames.

2. Building Shell Core:

- The building shell core area will include:
 - Glass/Aluminum entry vestibule with doors.
 - Exterior Anodized aluminum windowsills with windows as shown per Tenant's plan.
 - Finished ceiling and lighting grid shall be at least 9 feet in height in all common areas as well as Tenant's Premises.
- HVAC / Mechanical. Lessor shall, as part of the Turnkey Improvements and at Lessor's sole cost, furnish and install the HVAC system serving the Premises, including all ductwork, distribution runs, diffusers, thermostats, controls, and related components necessary to condition the Premises in accordance with the approved plans and specifications. (Lessee shall be responsible for routine maintenance following delivery of the Premises and for any Lessee-requested upgrades or modifications beyond the Turnkey Improvements (if any), which shall be subject to a written Change Order.)
- Landlord will provide an energy management system
- Electrical Feed distributed to tenant electrical closet by Lessor. Lessor shall install panels and Tenant shall have its contractors distributes within Premises for lights and convenient power. The capacity for Tenant's Premises shall be no less than 300 Amps. HVAC units shall be wired on separate circuits.
- Ceiling grid, tile and lights furnished and installed by Tenant.
- Perimeter walls, exterior columns (interior columns completed as part of Tenant Improvements) and core drywall installed to deck, taped and

sanded by Landlord ready for paint. Work will be sequenced to allow tenant to install all plumbing and electrical rough-ins at perimeter walls and columns prior to covering with sheetrock. Landlord will provide a drop dead date for all work to be installed behind landlord sheetrock.

- Tenant's main entry suite doors and sidelight must meet Landlord's building design standards and approval.

3. Plumbing/Sprinkler:

- Minimum of 2" water line dedicated to the Premises with a minimum pressure of 50 PSI.
- Sanitary drain line will be available at building core.
- Hot water line available in Tenant Suite.
- Sprinkler System installed per local code with up-turned heads.
- Work shall be coordinated to provide plumbing rough ins to all areas noted on Tenant's plan prior to pouring the concrete floor

4. Electrical:

- Building electrical conforms to national code and local code, amendments or ordinances.
- Base building electrical services to provide a minimum of 7 watts demand per rentable square foot for tenant electrical loads.
- Tenant's space to contain panel boards with power sufficient in size and quantity to accommodate tenant required lighting and convenient power.
- Tenant's Premises will be 200-300 amps at 480v, 3-phase electrical service. Subject to review of Tenant's requirements.
- Telecommunications and high-speed internet access to the D Mark in the common area mechanical room.

5. Floors:

- Concrete floors leveled to a tolerance of ¼ inch over (10) feet, provided by Landlord.
- Minimum of (9) feet from floor to finished ceiling with (2) feet from finished ceiling to lowest structural member.
- Work will be sequenced to allow tenant to install all under slab plumbing and electrical prior to pour. Landlord to provide a drop dead date for all under slab installations.
- Floor load designed for a minimum of (100) pounds of square foot, (80) per SF live load plus (20) square foot partition load
- Landlord shall be responsible for all floor moisture testing and moisture mitigation expenses related to approved manufacture flooring installation practices.

6. Code/Regulations and ADA Compliance:

- The building is compliant with code and all laws and regulations (including but not limited to ADA and CFC's)

7. Tenant Signage:

- Building interior signage at Tenant's expense. Landlord will provide suite entry at Landlord's expense.
- Tenant will be allowed to install building exterior signage at Tenant's expense, in a location identified by Landlord. All signage must conform to Landlord's standard signage plan and be approved by Landlord, the City of Monticello and meet all applicable codes. Tenant shall also be granted monument signage as outlined under the signage paragraph.

8. Life Safety:

- Illuminated exist signs, exit way illumination and fire alarm system will be installed in accordance with all local and governing codes in the building common areas by Landlord.
- Fire alarm system and alarm panel at entry

9. Site Work:

- Signage for ADA stalls
- Landscaping per city code
- Exterior lighting for parking and sidewalk areas
- Site utilities
- Sanitary sewer
- Storm sewer
- Domestic water
- Gas
- Electric
- Any costs of mitigating wetland areas to complete construction or any soil correction costs shall be included in the site improvements by Landlord

SCHEDULE 3.1.3

Contractors Bid Package

Bid Summary

PrelimEstimateFinalBid

Pilates Studio

Bid Summary - Preliminary Estimate V s. Final Bid

Preliminary Estimate 1,500 SF

Final Bid 1,500 SF

Div	Description	Costs	Cost/SF	% of Project	Costs	Cost/SF	% of Project	Variance
0	Professional Services	10,000	6.67	7.2%	0	0		-10,000
1	General Requirements	34,050	22.7	24.4%	0	0		-34,050
2	Existing Conditions	0	0	0.0%	0	0		0
3	Concrete	0	0	0.0%	0	0		0
4	Masonry	0	0	0.0%	0	0		0
5	Metals	0	0	0.0%	0	0		0
6	Woods & Plastics	1,200	0.8	0.9%	0	0		-1,200
7	Thermal & Moisture	0	0	0.0%	0	0		0
8	Openings	1,500	1	1.1%	0	0		-1,500
9	Finishes	34,000	24	23.8%	0	0		-34,000
10	Specialties	750	0.5	0.5%	0	0		-750
11	Equipment	0	0	0.0%	0	0		0
12	Furniture	0	0	0.0%	0	0		0
13	Special Construction	0	0	0.0%	0	0		0
14	Conveyor Systems	0	0	0.0%	0	0		0
21	Fire Suppression	2,000	1.333	1.4%	0	0		-2,000
22	Plumbing	5,000	3.333	3.4%	0	0		-5,000
23	HVAC	25,000	16.667	17.9%	0	0		-25,000
24	Electrical	21,500	14.333	15.4%	0	0		-21,500
27	Communications	0	0	0.0%	0	0		0
28	Electronic Safety	2,500	1.667	1.8%	0	0		-2,500
31	Hardware	0	0	0.0%	0	0		0
32	Exterior Improvement	0	0	0.0%	0	0		0
33	Site Utilities	0	0	0.0%	0	0		0
41	Mat. Proc. & Handling	0	0	0.0%	0	0		0
	Subtotal:	139,300	86.333	100.0%	0	0		-139,300
	Ere-Construction Fee:	6,975			0			
	Construction Management Fee:	6,975			0			
	Grand Total: 153,250							
	Price per SF: 102.3							

NOTES: Changes from Preliminary Estimate to Final Bid