

**Amendment 2 for Grant Contract Agreement CDAP-18-0002-H-FY18 SC 142888**

Grant Contract Agreement Start Date:	02/15/2018	Total Grant Contract Agreement Amount:	\$450,000
Original Grant Contract Agreement Expiration Date:	08/01/2021	Original Grant Contract Agreement Amount:	\$450,000
Current Grant Contract Agreement Expiration Date:	08/01/2022	Previous Amendment(s) Total:	\$ N/A
Requested Grant Contract Agreement Expiration Date:	03/31/2023	This Amendment:	\$ N/A

This amendment is by and between the State of Minnesota, through the Department of Employment & Economic Development, 332 Minnesota Street, Suite E200, St. Paul, MN 55101 (“State”) and City of Maple Grove, 12800 Arbor Lakes Parkway, P.O. Box 1180, Maple Grove, MN 55311 (“Grantee”).

**Recitals**

1. The State has a grant contract agreement with the Grantee identified as CDAP-18-0002-H-FY18 (“Original Grant Contract Agreement”) to provide funds to assist in the expansion of Illume Holding Company, LLC.
2. Illume Holding Company, LLC was unable to meet their job creation and wage goals by the project Compliance Date. The State and Grantee have agreed to extend the Compliance Date until December 31, 2022 as allowed by Laws of Minnesota 2021, 1st Spec. Sess. chapter 10, article 2, section 21.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

**Grant Contract Agreement Amendment**

In this Amendment, changes to pre-existing Contract Language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1. Term of Agreement**, Clause 1.3 “**Compliance Date**” is amended as follows:

1.3 **Compliance Date:** ~~May 1, 2022~~ December 31, 2022

**REVISION 2. Term of Agreement**, Clause 1.4 “**Expiration Date**” is amended as follows:

1.4 **Expiration Date:** ~~August 1, 2022~~ March 31, 2023

**REVISION 3. Exhibit A, Grantee Duties**, Clause 2.2(d) “**Job Creation and Wages**” is amended as follows:

- d) If the Borrower fails to meet the job creation and wage goal level commitments on the Compliance Date, the Grantee may, ~~after holding a public hearing,~~ extend ~~the grant period for one year from the~~ Compliance Date through December 31, 2022, after approval by the State. If, after the extension, the Borrower fails to meet the job creation goal and wage level commitment, the award amount shall be reduced proportionally and the Borrower will be required to repay the Grantee all or a proportional share of the Loan funds on an accelerated term. If the Borrower is required to repay a proportional share, the amount shall be determined based upon the difference between the “wage bracket” values defined in Section 2.2(b) above and the “wage bracket” value of actual jobs created. The Grantee will then also be required to return to the State all or a proportional share of the Loan funds. The interest rate on the “accelerated” portion of the loan shall increase to five percent (5.0%) as defined in the Promissory Note.

Except as amended herein, the terms and conditions of the Original Grant Contract Agreement and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

Agency

Grantee

State's Authorized Representative