

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into on July __, 2021, effective as of the date upon which this Agreement is signed by and delivered to all parties hereto (the “Acceptance Date”), by and between **HARGIS NORTHWIND, LLC**, a Minnesota limited liability company (“Seller”), and the **BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY**, a body corporate and politic organized under the laws of the State of Minnesota (“Purchaser”). Seller or Purchaser may be individually referred to herein as a “party” or collectively as the “parties”.

BACKGROUND

A. Seller is the owner of a fee simple interest in and to the real property located in the City of Brooklyn Park, Hennepin County, Minnesota, Property ID Numbers 20-119-21-34-0079 and 20-119-21-34-0080, with a street address of 7944-7996 Brooklyn Boulevard, as legally described on attached Exhibit B (collectively, the “Real Property”), as well as the following:

1. all improvements and structures located on the Real Property (the “Improvements”);
2. any movable thing located on the Real Property and the Improvements owned by Seller and used in connection with the Property (the “Personal Property”), including, without limitation, any Personal Property that is attached to the Property and is irremovable (the “Fixtures”);
3. to the extent in Seller’s possession, all plans and specifications, as well as all other drawings and specifications for the Improvements (the “Plans and Specifications”);
4. all governmental consents, authorizations, variances, waivers, licenses, approvals and permits relating to the Real Property, including any building certificates, to the extent assignable and to the extent in Seller’s possession (the “Permits”);
5. all warranties owned or obtained by Seller with respect to the Improvements and/or the Personal Property, if any (the “Warranties”);
6. the existing service and maintenance contracts described on attached Exhibit C, together with any amendments or modifications thereto, if any, to the extent assumed by Purchaser pursuant to the terms of this Agreement (the “Service Contracts”); and
7. all right, title and interest as lessor or landlord in the leases described on attached Exhibit D and in all security deposits and all other enhancements to or security for such leases held by Seller (collectively, the “Leases”), together with all rents and other sums due thereunder for periods from and after the Closing Date.

(the Real Property and items 1 through 7, inclusive, shall be known as the “Property”).

B. Seller desires to sell and Purchaser desires to purchase the Property on the terms set forth herein.

AGREEMENTS

The parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase and accept the Property, free and clear of all Liens, except for the Permitted Exceptions.

2. Purchase Price, Manner of Payment and Pro-rations.

2.1 Purchase Price and Manner of Payment. The Purchase Price for the Property shall be Seven Million Three Hundred Thousand United States Dollars (\$7,300,000.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

2.1.1 Eighty Thousand United States Dollars (\$80,000.00) shall be payable within three (3) Business Days of the Acceptance Date as an earnest money deposit (the "Earnest Money"), to be held in escrow by Title Company pending the Closing. The Earnest Money shall be applied to the Purchase Price, and will be refundable to Purchaser if Purchaser terminates this Agreement, or payable to Seller as liquidated damages in the event of a default by Purchaser, all as set forth in this Agreement. Upon receipt of the Earnest Money, Title Company shall execute and deliver an Escrow Receipt in the form and substance attached hereto as Exhibit E.

2.1.2 At the Closing, Purchaser shall pay to Seller the sum of Seven Million Two Hundred Twenty Thousand United States Dollars (\$7,220,000.00), subject to such credits, confirmations and adjustments provided for in this Agreement (the "Purchaser Closing Payment"), in immediately available funds.

2.2 Pro-rations.

2.2.1 General. Seller and Purchaser will make the pro-rations set forth in this Agreement as a credit or debit to the Purchase Price. For purposes of calculating pro-rations, Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing Date occurs. All pro-rations shall be made on the basis of the actual number of days of the year (commencing January 1) and month that shall have elapsed prior to the Closing Date.

2.2.2 Taxes and Special Assessments. The parties shall pro-rate all taxes due and payable for the Property and special assessments (whether levied, pending or deferred) against the Property as of the Closing Date, utilizing actual final tax bills if available prior to the Closing. If final tax bills are not available, the parties shall pro-rate taxes on the basis of the projected taxes if a projection is available from the applicable taxing authority or, if a projection is not available, on the basis of the most recent final tax bills. Seller shall pay all taxes and installments of special assessments due prior to the Closing Date (including any fines, interest or penalties thereon due to the non-payment thereof), and shall, upon request, furnish evidence of such payment to Purchaser

and Title Company. Purchaser shall pay all taxes and installments of special assessments due on or after the Closing Date. If, after the Closing, either party receives a refund of any taxes that were pro-rated pursuant to this Agreement, then the parties shall equitably share the refund.

2.2.3 Adjustments Related to Leases. All utility bills, operating expenses (other than taxes and special assessments which shall be paid pursuant to Section 2.2.2), base rents and all other charges related to the Leases shall be pro-rated to the Closing Date and adjusted between the parties accordingly. To the extent operating expenses are chargeable to tenants under the Leases, Purchaser shall pay to Seller on the Closing Date the amount of all such operating expenses prepaid by Seller and which are reimbursable but not yet reimbursed by tenants, and Purchaser shall thereafter collect and retain all tenant reimbursables. Likewise, to the extent operating expenses have been prepaid by the tenants and are in the control of Seller, Seller shall provide all prepaid amounts to Purchaser at the Closing pro-rated to the Closing Date. Seller shall remit all security deposits paid by all tenants on the Property to Purchaser at Closing.

2.2.4 Other. The parties shall pro-rate such other items as are customarily pro-rated in transactions of this nature. In the event any pro-rations made pursuant hereto prove to be incorrect for any reason whatsoever, or in the event the pro-rations set forth above are estimated on the most currently available (rather than based on the actual final) bills, either party shall be entitled to an adjustment to correct the same provided that it makes written demand on the other within ninety (90) days of the Closing Date.

3. Purchaser's Due Diligence. Purchaser will be allowed to conduct the following Due Diligence:

3.1 For a period commencing on the Acceptance Date and ending at 5:00 p.m., Brooklyn Park, Minnesota time, on the date that is sixty (60) days after the Acceptance Date (the "Review Period"), Purchaser shall have the right to: (a) review the Deliverables; (b) perform, at its sole cost, physical inspections, environmental review and other due diligence; (c) obtain all approvals Purchaser deems necessary; and (d) to decide, in Purchaser's sole and absolute discretion, whether the Property is satisfactory. Within five (5) Business Days of the Acceptance Date, Seller will deliver any Deliverables in Seller's possession to Purchaser. If this Agreement is terminated for any reason, Purchaser agrees to return all hard copies of the Deliverables to Seller within five (5) Business Days of such termination.

3.2 During the pendency of this Agreement, Purchaser or its designated representatives shall, at reasonable times, have access to the Property and other due diligence materials to conduct, at Purchaser's sole cost and expense, its Due Diligence with respect to the Property; provided, however, that Purchaser will: (a) cause any consultants engaged by Purchaser that may enter upon the Property for purposes of Purchaser's Due Diligence to obtain commercial general liability insurance with coverage limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, death and property damage liability; (b) indemnify, defend and hold Seller harmless from and against all costs, expenses, losses, claims, damages and/or liabilities arising from Purchaser's or any of its agents', contractors' or representatives' negligence or misconduct in connection with Purchaser's inspection of the Property; (c) promptly repair any damage resulting from any such inspections and restore the Property to its condition prior to such inspections; (d) not permit any Phase II or otherwise intrusive environmental testing; or (e) not

permit any inspections, investigations or other due diligence activities to result in any Liens being filed against the Property and will, at its sole cost and expense, promptly discharge of record any such Liens that are so filed or recorded. Purchaser's liabilities under this Section shall survive the Closing or earlier termination of this Agreement.

3.3 On or before the expiration of the Review Period, Purchaser has the right for any reason or no reason to terminate this Agreement. If Purchaser notifies Seller of the termination of this Agreement, this Agreement shall terminate upon the date of Purchaser's notification of the same to Seller, Purchaser shall be entitled to the return of the Earnest Money and neither party will have any further rights against the other except for obligations under this Agreement that expressly survive termination hereof.

3.4 On or before the end of the Review Period, Purchaser shall advise Seller, in writing, of any Service Contracts that Purchaser desires to assume as of the Closing, and any such Service Contracts so assumed shall be assigned by Seller to Purchaser at the Closing. Failure by Purchaser to notify Seller prior to the end of the Review Period shall constitute an election by Purchaser to assume all of the Service Contracts.

3.5 Within three (3) Business Days of the Acceptance Date, Purchaser shall, at Seller's cost and expense, order a commitment for the Owner's Policy (the "Title Commitment") from Title Company and provide a copy to Seller upon Purchaser's receipt thereof. Purchaser may, at its cost and expense, obtain a survey of the Property, but if it chooses to do so, for purposes of the Title Review Period, Purchaser must order said survey within ten (10) Business Days of the Acceptance Date. No later than seven (7) Business Days following Purchaser's receipt of the Title Commitment and any survey timely ordered by Purchaser (the "Title Review Period"), Purchaser will deliver to Seller, in writing, any objections to the Title Commitment and/or survey ("Objections"). Should Purchaser fail to timely notify Seller of any Objections, Purchaser will be deemed to have waived any such Objections, except any Required Removal Items.

3.6 If Purchaser notifies Seller within the Title Review Period of Objections, then within five (5) Business Days after Seller's receipt of Purchaser's notice ("Seller's Title Response Period"), Seller will notify Purchaser in writing ("Seller's Title Response Notice") of the Objections that Seller agrees to satisfy on or prior to the Closing, at Seller's sole cost and expense, and of the Objections that Seller cannot or will not satisfy. Notwithstanding the foregoing, Seller will, in any event, be obligated to cure all (a) Liens against the Property; or (b) Liens that have been voluntarily placed against the Property by Seller after the Acceptance Date and that will not otherwise be satisfied on or before the Closing ((a) and (b) collectively, the "Required Removal Items"). If Seller chooses not to satisfy all or any of the Objections that Seller is not obligated to satisfy and to which Purchaser was entitled to object, Seller may either (aa) notify Purchaser thereof within Seller's Title Response Period, or (bb) not respond to Purchaser. In that case, Purchaser has the option, to be exercised within three (3) Business Days following the sooner of (aaa) Purchaser's receipt of Seller's Title Response Notice, or (bbb) the expiration of Seller's Title Response Period, of either (x) terminating this Agreement by giving written notice of termination to Seller, whereupon this Agreement will be terminated without any obligations surviving hereunder, except those expressly stated to survive termination, and the Earnest Money shall be

returned to Purchaser, or (y) electing to close, in which case Purchaser will be deemed to have waived such Objections and such Objections will become "Permitted Exceptions".

If Purchaser does not terminate this Agreement pursuant to this Section 3, there is a presumption that Purchaser has approved all of the items set forth in this Section 3 and this Agreement will remain in full force and effect as provided for in this Agreement (unless the Agreement is otherwise terminated in accordance with the terms hereof).

4. Seller's Representations, Warranties and Covenants.

4.1 Representations and Warranties. Seller hereby represents and warrants for the benefit of Purchaser as of the date hereof and as of the Closing as follows:

4.1.1 Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota.

4.1.2 This Agreement and all documents executed by Seller that are to be delivered to Purchaser at the Closing are duly authorized, executed and delivered by Seller, are legal, valid and binding obligations of Seller, are sufficient to convey title, and do not violate any provisions of any agreement to which Seller is a party or to which it is subject.

4.1.3 Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder) and Seller is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

4.1.4 Seller has not executed any other contracts for the sale of the Property, and Seller has not granted any rights of first refusal or options to purchase the Property or any other rights that might prevent the consummation of this Agreement.

4.1.5 There is no contract or agreement in effect for the leasing and/or management of the Property for which Purchaser will be bound or that will encumber the Property following the Closing.

4.1.6 Except for the Leases, there are no options, rights of first refusal, outstanding leases, options or rights to lease, occupancy agreements, rights of first refusal to lease, letters of intent to lease or rental agreements with respect to the use and/or occupancy of the Property.

4.1.7 To the Knowledge of Seller, there are no claims, demands, damages, actions, causes of action or claims of third parties that have been asserted, nor is there any pending or threatened litigation, condemnation, eminent domain or other proceeding against Seller or the Property or any part thereof.

4.1.8 To the Knowledge of Seller and except as noted in any environmental reports provided by Seller to Purchaser as part of Deliverables:

(a) Seller has received no citation, directive, inquiry, notice, order, summons, warning or other communication that relates to Hazardous Materials, or any alleged, actual or potential violation or failure to comply with any Environmental Law.

(b) Seller has received no notice of any claims, encumbrances or other restrictions of any nature arising under or pursuant to any Environmental Law with respect to or affecting the Real Property.

(c) To the Knowledge of Seller, during the time that Seller has owned the Property, there have been no acts or occurrences upon the Real Property that have caused there to be Hazardous Materials in the subsoil or ground water of the Real Property.

4.1.9 To the Knowledge of Seller: (a) no methamphetamine production has occurred on the Real Property; (b) no wells are located on the Real Property; (c) no abandoned individual sewage treatment systems are located on the Real Property; and (d) no underground fuel storage tanks are located on the Real Property.

4.1.10 Seller is not: (a) named on any list of persons issued by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”) pursuant to Executive Order 13224 or the Annex thereto issued by the President of the United States, as amended and as in effect on the Closing Date, or any similar list issued by OFAC or any other department or agency of the United States of America (collectively, the “OFAC Lists”), or any other laws, policies, lists or other requirements of any governmental entity addressing or in any way related to terrorist acts or acts of war, including the Terrorism Sanctions Regulations (31 C.F.R. Part 595), the Terrorism List Governmental Sanctions Regulations (31 C.F.R. Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597) and the Foreign Narcotics Kingpin Sanctions Regulations (31 C.F.R. Part 598) (collectively, the “Anti-Terrorism Laws”); (b) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons referred to or described in any OFAC Lists; or (c) otherwise in violation of any Anti-Terrorism Laws. None of the Property or interests in property of Seller is subject to being “blocked” under any Anti-Terrorism Laws. Neither the execution nor performance of this Agreement by Seller is or will be in violation of any Anti-Terrorism Laws.

Each and every warranty and representation of Seller set forth above will be true as of the date of this Agreement and as of the Closing Date and shall survive the Closing for a period of twelve (12) months.

No claim for a breach of any representation or warranty of Seller shall be actionable or payable: (a) if the breach in question results from or is based on a condition, state of facts or other matter which was known to Purchaser prior to Closing; (b) unless the valid claims for all such breaches collectively aggregate more than a sum equal to one percent (1%) of the Purchase Price, in which event the full amount of such claims shall be actionable; and (c) unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to the expiration of said twelve (12) month period and an action shall have been commenced by Purchaser against Seller within sixty (60) days after the termination of the survival period

provided for above in this Section. Purchaser agrees to first seek recovery under any insurance policies or Service Contracts prior to seeking recovery from Seller, and Seller shall not be liable to Purchaser if Purchaser's claim is satisfied from such insurance policies or Service Contracts.

4.2 Covenants.

4.2.1 Without Purchaser's prior written consent in each case (which consent Purchaser shall not unreasonably withhold, condition, or delay prior to the end of the Review Period and which consent shall be at the sole and absolute discretion of Purchaser after the end of the Review Period), Seller will not enter into any new easements, restrictions, agreements or other documents that would constitute an encumbrance upon the Real Property that will not terminate on or before the Closing.

4.2.2 Seller will not materially modify its property management practices or suspend or cancel any Service Contracts.

4.2.3 Seller will not enter into any new lease or contract, or amend, modify, terminate, cancel or extend any Lease or contract that cannot be terminated at or before the Closing without Purchaser's written consent (which consent Purchaser shall not unreasonably withhold, condition or delay prior to the end of the Review Period and which consent shall be at the sole and absolute discretion of Purchaser after the end of the Review Period).

5. Closing Costs. The parties will bear the following costs:

5.1 Seller will pay: (a) all costs and expenses incurred in connection with the removal of Liens, the curing of title defects and problems, and other such similar matters, subject to Section 3 herein; (b) the state deed tax, conservation fee, and any other federal, state, or local documentary or revenue stamps or transfer tax with respect to the Deed; (c) the cost of the Title Commitment and any title search or examination costs; (d) the cost of recording any documents that are needed to make title to the Real Property marketable; (e) one-half (1/2) of any other closing and/or escrow fees; and (f) all other costs and expenses that are allocated to Seller under the other provisions of this Agreement.

5.2 Purchaser will pay: (a) all costs and expenses in connection with Purchaser's Due Diligence; (b) the cost of recording the Deed; (c) the premium(s) for the Owner's Policy, any loan policy of title insurance and any endorsements to the Owner's Policy or any such loan policy; (d) mortgage registration tax, if applicable; (e) one-half (1/2) of any other closing and/or escrow fees; and (f) all other costs and expenses that are allocated to Purchaser under the other provisions of this Agreement.

5.3 Each party shall be responsible for payment of its own legal fees.

6. Closing.

6.1 Closing Conditions. The Closing will occur on the Closing Date, at which time possession of the Property shall be immediately delivered to Purchaser. The Closing will not occur

hereunder unless and until all of the following conditions precedent are satisfied (or, as to the negative covenants, continue to be true and correct), and/or waived by Purchaser or Seller, as applicable, in its sole and absolute discretion, in writing;

6.1.1 The representations and warranties of Seller made herein will be true and correct, Seller will have performed all covenants and agreements made herein and Seller will have delivered to Purchaser all of the Seller Closing Documents; and

6.1.2 The representations and warranties of Purchaser made herein will be true and correct, Purchaser will have performed all covenants and agreements made herein and Purchaser will have delivered to Seller all of the Purchaser Closing Documents.

6.2 Closing Procedures. The Closing will be an escrow closing where all Closing Documents and funds required to be paid or provided by each party pursuant to this Agreement will be delivered to Title Company in escrow on or before the Closing Date and upon receipt of all required funds and documents from the parties, Title Company will close the transaction in accordance with the provisions of this Agreement. Both parties will pay their respective costs by wire transfer from a financial institution reasonably acceptable to Title Company. At Closing, the following will occur:

6.2.1 Seller will execute and deliver, or cause to be executed and delivered (as the case may be) to Purchaser the following documents all in form reasonably acceptable to Purchaser and its counsel (collectively, the “Seller Closing Documents”):

(a) evidence of Seller’s authority to perform its obligations under this Agreement;

(b) the Deed;

(c) Seller’s signed counterpart to a General Assignment in the form attached hereto as Exhibit F (the “General Assignment”);

(d) Seller’s signed counterpart to an Assignment and Assumption of Leases in the form attached hereto as Exhibit G (the “Assignment of Leases”);

(e) a non-foreign affidavit or a qualifying statement sufficient in form and substance to relieve Purchaser of any and all obligations to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Code, or a statement from Seller authorizing Purchaser to deduct and withhold taxes as required by Section 1445 of the Code; and

(f) any and all other documentation reasonably required by Title Company to close the transaction contemplated hereunder and to cause the Owner’s Policy to be issued and delivered to Purchaser.

6.2.2 Purchaser will deliver the Purchaser Closing Payment to Title Company, and shall execute and/or deliver, or cause to be executed and delivered (as the case may be) to

Seller the following documents all in form reasonably acceptable to Seller and its counsel (collectively, the “Purchaser Closing Documents”):

- (a) evidence of Purchaser’s authority to perform its obligations under this Agreement;
- (b) any documentation reasonably required by Title Company to close the transaction contemplated hereunder and to cause the Owner’s Policy to be issued and delivered to Purchaser;
- (c) Purchaser’s signed counterpart to the General Assignment; and
- (d) Purchaser’s signed counterpart to the Assignment of Leases.

7. Broker. The parties each represent and warrant to the other that there are no real estate brokers, salesmen or finders involved in this transaction except that Seller has engaged Wellington Management, Inc. (“Seller’s Broker”), as its exclusive listing agent and broker and Purchaser has engaged Integrust Advisory Group, LLC d/b/a IAG Commercial (“Purchaser’s Broker”), as its exclusive listing agent and broker in connection with the sale of the Property as contemplated by this Agreement. At the Closing, Seller will pay Seller’s Broker a commission pursuant to a separate agreement that Seller has previously entered into with Seller’s Broker. Seller will also pay Purchaser’s Broker a commission equal to three percent (3%) of the Purchase Price at Closing. If a claim for brokerage in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of Seller (other than Seller’s Broker), Seller will indemnify, defend and hold harmless Purchaser and its officers, managers, partners, members, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever, including reasonable attorneys’ fees and court costs through all trial and all appellate levels with respect to said claim for brokerage. If a claim for brokerage in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of Purchaser (other than Purchaser’s Broker), Purchaser will indemnify, defend and hold harmless Seller, and Seller’s officers, directors, partners, members, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever, including reasonable attorneys’ fees and court costs through all trial and all appellate levels with respect to said claim for brokerage. The provisions of this Section shall survive Closing.

8. Mutual Indemnification. Seller and Purchaser shall indemnify and defend each other against, and hold each other harmless from, all third-party claims and liabilities (including reasonable attorneys’ fees in defending against claims) arising out of the ownership, operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will not arise to the extent that: (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (excluding, however, the cost of collection, including reasonable attorneys’ fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make any claim against any third-party for any amount to be indemnified against as provided in this Section, the indemnified party shall, upon full performance by the indemnifying party of its indemnification

obligations, assign such rights to the indemnifying party, or, if such rights are not assignable, the indemnified party shall diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party. The provisions of this Section shall survive Closing for a period of twelve (12) months.

9. Notices. All notices or other communications hereunder to either party shall be sent via (a) overnight commercial courier service or United States Express Mail, or (b) personal delivery, and in each case shall be deemed to be given on the earlier of actual receipt or one (1) Business Day after sent and addressed:

If to Seller:

Hargis Northwind, LLC
c/o First Trust Company, LLC
Attn: John R. Bultena
332 Minnesota Street, Suite W2900
St. Paul, MN 55101
jbultena@firsttrustcompany.com

With a copy to:

Nathan M. Brandenburg
Fafinski Mark & Johnson, P.A.
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
nathan.brandenburg@fmjlaw.com

If to Purchaser:

Brooklyn Park Economic Development
Authority
Attn: Kimberly Berggren, Executive Director
5200 85th Avenue North
Brooklyn Park, MN 55443
Kimberly.Berggren@brooklynpark.org

With a copy to:

Sarah J. Sonsalla
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
ssonsalla@kennedy-graven.com

And

IAG Commercial Real Estate
Attn: Jeff LaFavre

222 South 9th Street, Suite 1600
Minneapolis, MN 55402
jlafavre@iagcommerical.com

If to Title Company:

Commercial Partners Title
Attn: T.J. Swanson
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402
tjs@cptitle.com

10. Casualty and Condemnation.

10.1 If all or any part of the Property is Substantially Damaged by fire, casualty, the elements or any other cause, Seller shall promptly give notice to Purchaser, and Purchaser shall have the right to terminate this Agreement, which right must be exercised by Purchaser within ten (10) business days of the date that Purchaser is notified of the casualty event in writing by Seller. If Purchaser notifies Seller in writing of the termination of this Agreement pursuant to this Section, this Agreement shall terminate and in such event, except for obligations under this Agreement that expressly survive termination, neither party will have any further rights against the other and the Earnest Money shall be returned to Purchaser. In the event Purchaser does not elect to terminate this Agreement, or fails to provide written notice to Seller of its intent to terminate within the ten (10) business day period provided above, Purchaser will be deemed to have elected to proceed to Closing and Seller will assign to Purchaser, at the Closing, all of Seller's rights to insurance proceeds resulting from such casualty event and the Purchaser Closing Payment shall be reduced by any insurance deductible.

10.2 In the event proceedings to condemn the Real Property or any portion thereof are commenced before the Closing Date, Seller shall promptly give notice to Purchaser, and Purchaser shall have the right to terminate this Agreement, which right must be exercised by Purchaser within ten (10) business days of the date that Purchaser is notified of such condemnation proceedings by Seller. If Purchaser notifies Seller in writing of the termination of this Agreement pursuant to this Section, this Agreement shall terminate and in such event, except for obligations under this Agreement that expressly survive termination, neither party will have any further rights against the other and the Earnest Money shall be returned to Purchaser. In the event Purchaser does not elect to terminate this Agreement, or fails to provide written notice to Seller of its intent to terminate within the ten (10) business day period provided above, Purchaser will be deemed to have elected to proceed to Closing and Seller will assign to Purchaser, at the Closing, all of Seller's rights, title, and interest in and to any condemnation proceeds payable with respect to the Real Property.

11. Purchaser's Representations, Warranties and Covenants. Purchaser hereby represents and warrants for the benefit of Seller as follows:

11.1 Purchaser is a body corporate and politic duly organized, validly existing and in good standing under the laws of the State of Minnesota.

11.2 Purchaser has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it.

11.3 The execution, delivery and performance of this Agreement and all documents to be executed by Purchaser, or its permitted assigns, in connection with the transactions contemplated herein, does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter to which Purchaser is a party.

11.4 This Agreement and all documents to be executed by Purchaser, or its permitted assigns, are valid and binding obligations of Purchaser and are enforceable in accordance with their terms.

Each and every warranty and representation of Purchaser set forth above will be true as of the date of this Agreement and as of the Closing Date and shall survive the Closing for a period of twelve (12) months.

12. Remedies. If Seller fails to perform any of the covenants of this Agreement, or Seller otherwise defaults hereunder, including a failure to close, Purchaser, following thirty (30) days' written notice to Seller (a "Notice of Seller Default") (if Seller has not cured the alleged default) shall have as its sole and exclusive remedies: (a) the right of specific performance of all provisions of this Agreement; or (b) the right to terminate this Agreement in which event the Earnest Money shall be returned to Purchaser. Any action for specific performance must be served on Seller and filed with the Hennepin County (Minnesota) District Court within thirty (30) days from the delivery of the Notice of Seller Default to Seller.

If Purchaser breaches any of its obligations hereunder prior to the Closing, Seller may terminate this Agreement pursuant to Minnesota Statutes Section 559.21 upon thirty (30) days' prior written notice and retain the Earnest Money as liquidated damages as Seller's sole remedy hereunder. Notwithstanding the foregoing, with regard to any default by a party of any obligation that explicitly survives the Closing, Seller and Purchaser will have the right to specifically enforce the subject terms and provisions of this Agreement and/or recover any damages to which it may be entitled at law (including, without limitation, reasonable attorneys' fees and the reasonable costs of investigation) and/or pursue any other remedy available at law or equity.

In the event of a termination of this Agreement for any reason, within three (3) Business Days of the termination of this Agreement, the parties shall execute and deliver to each other a Purchase Agreement Cancellation Agreement.

13. Miscellaneous.

13.1 Defined Terms. Any capitalized terms set forth in this Agreement or any Exhibit or Schedule attached hereto has the meaning set forth in Exhibit A to this Agreement or as otherwise defined in this Agreement or any exhibit or schedule hereto.

13.2 Governing Law. This Agreement will be construed, governed and enforced in accordance with laws of the State of Minnesota without regard to the conflict of law provisions thereof.

13.3 Savings Clause. If any provision of this Agreement or the application thereof to any person or circumstance are to any extent held void, invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held void or invalid or unenforceable will not be affected thereby and each and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.4 Pronouns and Plurals. Unless otherwise indicated to the contrary herein by context or use thereof (a) the words “herein,” “hereto,” “hereof,” and words of similar import refer to this Agreement as a whole and not to any paragraph or section hereof; (b) the word “including” means “including, but not limited to”; (c) masculine gender also includes the feminine and neutral genders and vice versa; and (d) words importing the singular shall also include the plural, and vice versa.

13.5 Entire Agreement. This Agreement constitutes the entire purchase and sale agreement between the parties with respect to the purchase and sale of the Property and supersedes any other previous agreement, oral or written, between the parties, including but not limited to any expressions of interest or letters of intent entered into by and between the parties. This Agreement cannot be changed, modified, waived or terminated orally but only by an agreement in writing signed by the parties hereto. This Agreement will be binding upon the parties hereto and their respective heirs, executors, personal representatives and successors and permitted assigns.

13.6 Time of the Essence. Time is of the essence in regard to this Agreement and each provision hereof; provided, however, that if any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should not be on a Business Day, the compliance with such obligations or delivery shall be deemed acceptable on the next following Business Day.

13.7 Counterparts. This Agreement may be executed manually or electronically in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Agreement transmitted electronically in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The pages of any counterpart of this Agreement containing any party’s signature or the acknowledgement of such party’s signature hereto may be detached therefrom without impairing the effect of the signature or acknowledgement, provided such pages are attached to any other counterpart identical thereto except having additional pages containing the signatures or acknowledgements thereof of other parties.

13.8 Mutual Cooperation. Each of the parties agrees that upon request from the other party following the Closing and without further consideration, such party will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts or instruments as shall be reasonably requested by a party in order to effect or carryout the transactions contemplated herein provided the same do not impose any obligations or liabilities upon the party not contemplated in this Agreement.

13.9 Waiver. Failure of either party to insist, in any one or more instances, upon strict performance of any term or condition of this Agreement, will not be construed as a waiver or relinquishment of such term, condition or option in the future.

13.10 Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns. Purchaser may, at any time, assign its rights under this Agreement to an entity under common control and ownership of Purchaser without the consent of, but with notice to, Seller, which assignment shall not relieve Purchaser of any of its obligations under this Agreement.

13.11 1031 Exchange. Seller and Purchaser agree to cooperate with reasonable requests made by the other party to effect the requesting party's like-kind exchange (whether simultaneous, deferred or reverse) of real property pursuant to Section 1031 of the United States Internal Revenue Code and similar provisions of applicable state law ("Exchange"), provided that (a) the cooperating party shall not be required to incur any costs, expenses or liability in connection with the Exchange; (b) neither party shall be allowed to delay the Closing hereunder; (c) neither party shall be obligated to execute any note, contract, deed or other document not otherwise expressly provided for in this Agreement providing for any personal liability, nor shall either party be obligated to take title to any property other than the Property as otherwise contemplated in this Agreement or incur additional expense for the benefit of the other party; and (d) the exchanging party shall not be released from any obligations or liabilities under this Agreement. Each party shall indemnify and hold the other harmless against any liability which arises or is claimed to have arisen on account of any Exchange that is initiated on behalf of the indemnifying party.

13.12 Waiver of Trial by Jury. THE PARTIES SHALL AND HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AND AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE OR OTHERWISE.

13.13 Condition of Property at Closing. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 4 AND IN SELLER'S CLOSING DOCUMENTS ("SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY AT CLOSING ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES,

ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY, EXCEPT FOR SELLER'S WARRANTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE CLOSING DOCUMENTS.

13.14 Relocation Benefits. Seller acknowledges that it is being displaced from the Property as a result of the transaction contemplated by this Agreement and that it may be eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which Seller may be eligible. Seller agrees to waive any and all further relocation assistance benefits existing at this time as a result of Purchaser's acquisition of the Property. The provisions of this Section shall survive closing of the transaction contemplated by this Agreement.

[This space intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below, effective as of the Acceptance Date.

Seller:

HARGIS NORTHWIND, LLC,
a Minnesota limited liability company

Dated: July ___, 2021.

By: John R. Bultena
Its: President

[Signature Page to Real Estate Purchase and Sale Agreement]

Purchaser:

**BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY**

Dated: July __, 2021.

By: _____

Its: President

By: _____

Its: Executive Director

**THE PARTIES ACKNOWLEDGE AND AGREE THAT THE “ACCEPTANCE DATE”
AS SET FORTH IN THIS AGREEMENT SHALL BE JULY __, 2021.**

[Signature Page to Real Estate Purchase and Sale Agreement]

EXHIBIT A
DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement:

“Acceptance Date” has the meaning set forth in the Preamble of this Agreement.

“Agreement” has the meaning set forth in the Preamble of this Agreement.

“Anti-Terrorism Laws” has the meaning set forth in Section 4.1.10 of this Agreement.

“Applicable Laws” means all laws, rules, regulations, requirements, statutes, codes, ordinances or orders of the United States of America, State of Minnesota, County of Hennepin, the City, or other governmental body having jurisdiction over Seller and/or the Property, which are applicable with regard thereto and any Permitted Exceptions and other recorded documents, master plan, and/or agreements with any governmental body effecting the Property.

“Business Day” means any day other than Saturday, Sunday, or other days on which commercial banks in the City are not open for business.

“City” means the City of Brooklyn Park, Minnesota.

“Closing” means the consummation of the transactions contemplated by this Agreement.

“Closing Date” means the date on which the Closing occurs, which shall occur within thirty (30) days after the end of the Review Period.

“Closing Documents” means the Seller Closing Documents and the Purchaser Closing Documents.

“Deed” means a Minnesota Uniform Conveyance Blank Limited Warranty Deed.

“Deliverables” means copies of the following documents, to the extent in Seller’s possession: existing environmental reports, existing surveys, copy of the most recent owner’s policy of title insurance, real estate tax statements (and any appeal or protest documents), any notices involving use or restrictions on the Real Property, current approvals, engineering reports, Service Contracts, utility bills (received within the twelve (12) months prior to the Acceptance Date), and the 2020 and year to date 2021 operating expense statement.

“Due Diligence” means Purchaser’s inspection of the Property, title review and review of environmental matters, all as set forth in Section 3 of this Agreement.

“Earnest Money” has the meaning set forth in Section 2.1.1 of this Agreement.

“Environmental Laws” means all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders or decrees, now or hereafter enacted, promulgated, or amended, of

the United States of America, the states, the counties, the cities, or any other political subdivision in which the Real Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over Seller, the Real Property or the use of the Real Property, relating to pollution, the protection or regulation of human health, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste Hazardous Materials into the environment, including without limitation, ambient air, surface water, ground water or land or soil, except as may have been generated during Seller's ordinary course of business.

"Exchange" has the meaning set forth in Section 13.11 of this Agreement.

"Fixtures" has the meaning set forth in Recital A.2 of this Agreement.

"Hazardous Materials" means (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), and in the regulations promulgated pursuant to said laws, all as amended; (b) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto)); (c) any material waste or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), or (ii) radioactive materials; (d) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Hazardous Waste Management Act of 1978; (e) those substances identified as hazardous or toxic by the Minnesota Pollution Control Agency or other governmental agency or quasi agency; and (f) asbestos and asbestos containing materials in any form, whether friable or non-friable, polychlorinated biphenyls, radon gas; any of which substances described in clauses (a) through (f) above is present in such quantities as to require reporting, investigation or remediation under any applicable Environmental Laws, causes or threatens to cause a nuisance on the Real Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Real Property or adjacent property, or which, if it emanated or migrated from the Real Property could constitute trespass.

"Improvements" has the meaning set forth in Recital A.1 of this Agreement.

"Knowledge" means the actual knowledge of John R. Bultena upon reasonable inquiry of Seller's property manager.

"Leases" has the meaning set forth in Recital A.7 of this Agreement.

"Lien" means any interest in an asset securing an obligation owed to, or a claim by, any person other than the owner of the asset, whether such interest is based on the common law, statute,

or contract whether such interest is recorded or perfected, and whether such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, including the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, assignment, collateral assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also including encroachments.

“OFAC” has the meaning set forth in Section 4.1.10 of this Agreement.

“OFAC Lists” has the meaning set forth in Section 4.1.10 of this Agreement.

“Objections” has the meaning set forth in Section 3.5 of this Agreement.

“Owner’s Policy” means an ALTA Form Owner’s Policy of Title Insurance in the amount of the Purchase Price committing to insure marketable title to the Real Property in Purchaser, subject only to the Permitted Exceptions.

“Permits” has the meaning set forth in Recital A.4 of this Agreement.

“Permitted Exceptions” means any matters that Purchaser approves in writing or is deemed to have approved pursuant to the terms of this Agreement.

“Personal Property” has the meaning set forth in Recital A.2 of this Agreement.

“Plans and Specifications” has the meaning set forth in Recital A.3.

“Property” has the meaning set forth in Recital A of this Agreement.

“Purchase Price” has the meaning set forth in Section 2.1 of this Agreement.

“Purchaser” means the Brooklyn Park Economic Development Authority, a body corporate and politic in the State of Minnesota.

“Purchaser’s Broker” has the meaning set forth in Section 7 of this Agreement.

“Purchaser Closing Documents” has the meaning set forth in Section 6.2.2 of this Agreement.

“Purchaser Closing Payment” has the meaning set forth in Section 2.1.2 of this Agreement.

“Real Property” has the meaning set forth in Recital A of this Agreement.

“Required Removal Items” has the meaning set forth in Section 3.6 of this Agreement.

“Review Period” has the meaning set forth in Section 3.1 of this Agreement.

“Seller” means Hargis Northwind, LLC, a Minnesota limited liability company.

“Seller’s Broker” has the meaning set forth in Section 7 of this Agreement.

“Seller Closing Documents” has the meaning set forth in Section 6.2.1 of this Agreement.

“Seller’s Title Response Notice” has the meaning set forth in Section 3.6 of this Agreement.

“Seller’s Title Response Period” has the meaning set forth in Section 3.6 of this Agreement.

“Seller’s Warranties” has the meaning set forth in Section 13.13 of this Agreement.

“Service Contracts” has the meaning set forth in Recital A.6 of this Agreement.

“Substantially Damaged” means the aggregate cost of repair or replacement is \$500,000.00 or more in the opinion of Seller’s engineering consultant.

“Title Commitment” has the meaning set forth in Section 3.5 of this Agreement.

“Title Company” means Commercial Partners Title, a division of Chicago Title Insurance Company, in Minneapolis, Minnesota.

“Title Review Period” has the meaning set forth in Section 3.5 of this Agreement.

“Warranties” has the meaning set forth in Recital A.5 of this Agreement.

EXHIBIT B
LEGAL DESCRIPTION

Lot 1, Block 1, Northwind Plaza, according to the recorded plat thereof, County of Hennepin, State of Minnesota.

Lot 2, Block 1, Northwind Plaza, according to the recorded plat thereof, County of Hennepin, State of Minnesota.

[Subject to final title commitment]

EXHIBIT C
SERVICE CONTRACTS

[Schedule to be included]

EXHIBIT D
LEASE AGREEMENTS

[Schedule to be included]

EXHIBIT E
FORM OF ESCROW RECEIPT

The undersigned, **COMMERCIAL PARTNERS TITLE**, a division of Chicago Title Insurance Company (“Escrow Agent”), acknowledges receipt of \$80,000.00 (the “Earnest Money”) as of July __, 2021, and agrees to hold and disburse the Earnest Money in accordance with the Real Estate Purchase and Sale Agreement dated July __, 2021, to which this Escrow Receipt is attached (the “Agreement”). Income and interest on the Earnest Money, if any, shall accrue for the benefit of the parties as set forth in the Agreement.

Escrow Agent shall have no responsibility for any decision concerning performance of effectiveness of the Agreement or to resolve any disputes concerning the Agreement or with regard to the Earnest Money. Escrow Agent shall be responsible only to refund the Earnest Money to Purchaser, pay the Earnest Money to Seller, or apply the Earnest Money to the Purchase Price, all in accordance with the Agreement, or otherwise act at the joint and mutual direction of both Purchaser and Seller, or in lieu thereof, the direction of a court of competent jurisdiction. Purchaser and Seller undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Receipt and agree to indemnify Escrow Agent for all costs and attorneys’ fees except for Escrow Agent’s failure to account for the funds held hereunder, or acting in conflict with the terms thereof.

This Escrow Receipt may be executed manually or electronically in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Escrow Receipt sent by facsimile or transmitted electronically in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The pages of any counterpart of this Escrow Receipt containing any party’s signature or the acknowledgement of such party’s signature hereto may be detached therefrom without impairing the effect of the signature or acknowledgement, provided such pages are attached to any other counterpart identical thereto except having additional pages containing the signatures or acknowledgements thereof of other parties.

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Escrow Agent:

COMMERCIAL PARTNERS TITLE,
a division of Chicago Title Insurance Company

By: _____
Its: _____

Seller:

HARGIS NORTHWIND, LLC,
a Minnesota limited liability company

By: John R. Bultena
Its: President

Purchaser:

**BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY,**
a body corporate and politic in the State of
Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

[Signature Page to Escrow Receipt]

EXHIBIT F
FORM OF GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this “Assignment”) is made, entered into and effective as of _____, 2021, by and between **HARGIS NORTHWIND, LLC**, a Minnesota limited liability company (“Assignor”), and **BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY**, a body corporate and politic in the State of Minnesota (“Assignee”), both of whom may be referred to herein as the “parties” and each of whom may be referred to herein as a “party”.

BACKGROUND

Assignor has simultaneously herewith conveyed to Assignee all of Assignor’s right, title and interest in and to the Property (as defined in that certain Real Estate Purchase and Sale Agreement dated as of July __, 2021, by and between Assignor and Assignee (the “Purchase Agreement”)), and in connection therewith, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the following:

1. all Improvements;
2. any Fixtures and Personal Property;
3. all Plans and Specifications;
4. all Permits;
5. all Warranties; and
6. the Service Contracts, to the extent assumed by Purchaser pursuant to the Purchase Agreement.

(collectively, the “Other Assets”).

AGREEMENTS

NOW THEREFORE, the parties hereto agree as follows:

1. Assignor hereby assigns unto Assignee, and Assignee hereby assumes, all of the right, title and interest, if any, of Assignor in and to the Other Assets.
2. This Assignment is binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns and legal representatives.
3. All capitalized terms used in this Assignment, but not defined herein, will be deemed to have the respective meanings set forth in the Purchase Agreement.

4. This Assignment may be executed manually or electronically in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Assignment transmitted electronically in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The pages of any counterpart of this Assignment containing any party's signature or the acknowledgement of such party's signature hereto may be detached therefrom without impairing the effect of the signature or acknowledgement, provided such pages are attached to any other counterpart identical thereto except having additional pages containing the signatures or acknowledgements thereof of other parties.

[This space intentionally left blank; signature page follows]

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

Assignor:

HARGIS NORTHWIND, LLC,
a Minnesota limited liability company

By: John R. Bultena
Its: President

Assignee:

**BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY,**
a body corporate and politic in the State of
Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

[Signature Page to General Assignment]

EXHIBIT G
FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this “Assignment”), is made, entered into and effective as of _____, 2021, by and between by and between **HARGIS NORTHWIND, LLC**, a Minnesota limited liability company (“Assignor”), and **BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY**, a body corporate and politic in the State of Minnesota (“Assignee”), both of whom may be referred to herein as the “parties” and each of whom may be referred to herein as a “party”.

BACKGROUND

A. Assignor and Assignee have entered into that certain Real Estate Purchase and Sale Agreement dated July ___, 2021 (the “Purchase Agreement”), for the purchase and sale of the Property (as defined therein).

B. This Assignment is being made pursuant to the Purchase Agreement for the purpose of memorializing the assignment to Assignee all of Assignor’s right, title and interest in and to the Leases (including all associated security deposits and other enhancements) as set forth on the rent roll attached hereto as Exhibit A.

AGREEMENTS

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to the provisions of the Purchase Agreement, Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts the assignment of Assignor’s interest in and to the Leases and all of the right, title, estate, interest, benefits and privileges of the lessor or landlord thereunder.

2. Subject to the provisions of the Purchase Agreement, by acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon the lessor or landlord under the Leases accruing on or subsequent to the Closing Date.

3. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee under any of the Leases and shall reimburse Assignee for any costs and expenses incurred in connection with such claims, including reasonable attorneys’ fees related to such claims, to the extent such claims arise out of the failure of Assignor to comply with or to perform any obligation under any of the Leases accruing prior to the Closing Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor under any of the Leases and shall reimburse Assignor for any costs and expenses incurred in connection with such claims, including reasonable attorneys’ fees related to such claims, to the extent such claims arise out of the failure of Assignee to comply with or to perform any obligation under any of the Leases first accruing on or after the Closing Date.

4. Nothing contained in this Assignment shall constitute a waiver of or a limitation on any of the rights and obligations of the parties to the Purchase Agreement concerning closing pro-rations.

5. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

6. In the event of the bringing of any action or suit by a party hereto against any other party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Minnesota.

8. All capitalized terms used in this Assignment, but not defined herein, will be deemed to have the respective meanings set forth in the Purchase Agreement.

9. This Assignment may be executed manually or electronically in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Assignment transmitted electronically in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The pages of any counterpart of this Assignment containing any party's signature or the acknowledgement of such party's signature hereto may be detached therefrom without impairing the effect of the signature or acknowledgement, provided such pages are attached to any other counterpart identical thereto except having additional pages containing the signatures or acknowledgements thereof of other parties.

Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

[This space intentionally left blank; signature page follows]

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

Assignor:

HARGIS NORTHWIND, LLC,
a Minnesota limited liability company

By: John R. Bultena
Its: President

Assignee:

**BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY,**
a body corporate and politic in the State of
Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

[Signature Page to Assignment and Assumption of Lease]

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASES