

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “**Agreement**”) is dated _____, 2019, by and between TARGET CORPORATION, a Minnesota corporation (“**Seller**”), and the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, a Minnesota body corporate and politic (“**Buyer**”).

RECITALS

A. Seller is the owner of that certain tract of land consisting of approximately 9.01 acres (the “**Target Tract**”) located at 6100 Shingle Creek Parkway, Brooklyn Center, Hennepin County, Minnesota, and legally described in Exhibit A attached hereto.

B. Buyer desires to secure from Seller the exclusive right and option to purchase the Target Tract, together with all buildings and improvements located thereon, if any (collectively, the “**Property**”).

C. Seller is willing to grant and extend to Buyer the rights and option set forth herein, subject to and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of \$25,000.00 (the “**Initial Option Deposit**”) to be paid by Buyer in accordance with the provisions of Section 1 below, Seller hereby grants and extends to Buyer the exclusive right and option (the “**Option**”) to purchase the Property during the Option Term, together with and including all hereditaments, appurtenances, easements, and right of ways thereunto belonging or in any way appertaining to the Property, subject to and upon the following terms and conditions:

1. **OPTION DEPOSIT.** Within three (3) business days after this Agreement is executed by the last executing party, Buyer shall deposit into escrow with the Escrow Agent (defined below) the Initial Option Deposit referred to above, which shall be held by Escrow Agent for the benefit of Seller and Buyer in accordance with the provisions of this Agreement. Buyer shall cause Escrow Agent to give Seller written acknowledgment of receipt of the Initial Option Deposit and Escrow Agent’s agreement to hold and disburse the Initial Option Deposit and any Additional Option Deposit (as hereinafter defined) it may receive according to the terms of this Agreement (the Initial Option Deposit and any Additional Option Deposit paid by Buyer are collectively referred to as the “**Option Deposit**”). Such acknowledgment shall be in the form of Exhibit B attached hereto. If Buyer fails to timely make such required deposit, the Effective Date (as defined in Section 26 below) will not occur, and this Agreement will be void and of no further force or effect. “**Escrow Agent**” and “**Title Company**” mean:

First American Title Insurance Company
National Commercial Services
121 South 8th Street, Suite 1250
Minneapolis, MN 55402
Attn: Karla Jordan

2. **OPTION TERM.** The term of the Option (the “**Option Term**”) commences on the Effective Date and continues in full force and effect (unless sooner terminated as provided herein) until 5:00 p.m. local Minneapolis, Minnesota time on October 11, 2019 (“**Option Expiration Date**”).

A. Notwithstanding the foregoing, (i) Buyer must deposit into escrow with Escrow Agent the sum of \$25,000.00 (the “**Additional Option Deposit**”) as an addition to the Initial Option Deposit on or before September 13, 2019 (the “**Inspection Period Expiration Date**”) if Buyer desires that the Option Term continue, and (ii) if Buyer does not make the required payment of the Additional Option Deposit on or before 5:00 p.m. Minneapolis time on the Inspection Period Expiration Date, time being of the essence with respect thereto, such failure shall not be considered a default under this Agreement, but this Agreement shall automatically expire and terminate at 5:00 p.m. Minneapolis time on the Inspection Period Expiration Date, without necessity for notice, whether or not Buyer has given the Preliminary Exercise Notice (as defined in Section 4.A. below). The Additional Option Deposit must be paid in cash or other immediately available funds, and Buyer shall cause Title Company to give Seller written acknowledgement of its receipt of the Additional Option Deposit.

B. If the Option Term expires without Buyer having exercised the Option to purchase the Property, this Agreement shall automatically expire and terminate, effective on such date, without the necessity for notice.

3. **PURCHASE PRICE.** The purchase price of the Property is \$3,600,000.00 (the “**Purchase Price**”), and is payable to Seller at the time of Closing (as defined in Section 9 below) in cash or in otherwise immediately available funds.

4. **EXERCISE OF OPTION; STRICT ADHERENCE TO REQUIREMENTS.**

A. Once during the Option Term, Buyer may give one (1) written notice (the “**Preliminary Exercise Notice**”) to Seller that Buyer intends to exercise the Option to purchase the Property. The Preliminary Exercise Notice shall specify a date (the “**Pre-Closing Date**”) no sooner than ten (10) business days following the Preliminary Exercise Notice, and no later than thirty (30) days following the Preliminary Exercise Notice (but in no event shall the Pre-Closing Date be later than the day before the Option Expiration Date), for the formal exercise of the Option in accordance with the terms hereof. Notwithstanding anything herein to the contrary, Buyer will have no obligation to exercise the Option as a result of issuing the Preliminary Exercise Notice.

B. Provided that Buyer has given the Preliminary Exercise Notice as provided above, and subject to the terms hereof, the Option to purchase the Property may be exercised at any time on or before the Pre-Closing Date by Buyer (a) paying to Title Company the total Purchase Price, less the Option Deposit paid (such balance of the Purchase Price hereinafter called the “**Exercise Payment**”), by wire transfer of immediately available funds, (b) giving Seller a written notice (the “**Exercise Notice**”) of its election to do so, and (c) delivering to Title Company, on or before the Pre-Closing Date, all of the instruments and other deliveries required by this Agreement to be made by Buyer on or before the Pre-Closing Date, each executed, witnessed, acknowledged and/or otherwise in the form required for Closing and with no condition to such delivery to Title Company

except those expressly specified in this Agreement. Buyer's failure to satisfy conditions (a), (b), and (c) set forth in the preceding sentence shall render Buyer's attempted exercise of the Option null and void.

C. Each of the requirements set forth in this Agreement with respect to the Initial Option Deposit, the Additional Option Deposit, and the exercise of the Option have been fully negotiated and agreed to, and strict adherence to such requirements shall be the sole responsibility of Buyer. Without limiting the generality of the foregoing, Seller shall have no duty to advise Buyer of the time, manner or form of notice or the amount of payment required to continue the Option Term or to exercise the Option, and Buyer shall not be excused from any failure to adhere strictly to such requirements for any reason or cause whatsoever, whether by reason of error, mistake, accident, negligence or any similar or dissimilar reason.

5. **INVESTMENT AND DISBURSEMENT OF FUNDS.** The Option Deposit and the Exercise Payment, if made, are collectively referred to herein as the "**Deposits.**" Escrow Agent is hereby directed to invest the Deposits in an interest bearing escrow account. Interest earned on the Deposits will be considered to be part of the Deposits and will be disbursed accordingly. The Deposits shall be disbursed by Escrow Agent as follows (subject to the provisions regarding providing Seller with copies of reports and assessments, as described in the last sentence of Section 6.B.(iii) below):

A. If, (i) on or before the Inspection Period Expiration Date, Buyer terminates this Agreement (including the Option) by written notice to Seller for any reason or for no reason, or if (ii) this Agreement (including the Option) expires or terminates on or before the Inspection Period Expiration Date pursuant to the terms of this Agreement (including the provisions of Section 2 above with respect to the deposit of the Additional Option Deposit) then, except as otherwise provided in this Agreement, \$1,000.00 of the Option Deposit (the "**Option Fee**") will be disbursed to Seller upon the expiration of the Option Term as part of the consideration for the execution of this Agreement and for the withholding of the Property from the marketplace during the Option Term, and the balance of the Option Deposit will be immediately disbursed to Buyer without the requirement of a release or waiver from Seller.

B. If Buyer has not terminated this Agreement by written notice to Seller on or before the Inspection Period Expiration Date, and if this Agreement has not otherwise expired or been terminated pursuant to its terms on or before the Inspection Period Expiration Date, the Option Deposit shall become non-refundable to Buyer and shall be immediately disbursed to Seller upon the termination and/or expiration of the Option Term as consideration for the continuation of the Option Term and the withholding of the Property from the marketplace during the Option Term, except as otherwise provided in this Agreement.

C. If Buyer exercises its Option to purchase the Property and a Closing occurs, the Deposits shall be disbursed to Seller at Closing as part payment of the Purchase Price.

6. **INDEPENDENT INVESTIGATION.**

A. Seller is offering the Property, and the Property will be sold, in an "AS IS, WHERE IS, AND WITH ALL FAULTS" condition. Except as specifically detailed in Section 12.A., Seller

makes no warranty or representation regarding the Property or this transaction, including: the condition of the surface or subsurface of the property; zoning or other governmental conditions or restrictions applicable to the Property; utility availability or capacities; compliance with Environmental Laws (as defined below) or any other existing laws or governmental regulations; the condition of any buildings or improvements included within the definition of the Property; the presence or absence of any Hazardous Material (as defined below); merchantability or fitness of the Property or any part thereof for a particular purpose; or any other aspect of the Property which may materially affect the value or the use thereof.

(i) Buyer recognizes that there are risks associated with buying real estate and must make its own investigation concerning the Property and rely on such findings without any representation or warranty from Seller or any real estate broker or other agent representing or purporting to represent Seller. Without limiting the generality of the foregoing, Buyer specifically acknowledges that Buyer will investigate each of the following matters to the extent Buyer deems appropriate, and Buyer assumes the risk with respect thereto:

- (a) Recorded restrictive covenants or use limitations and all other matters of record;
- (b) Governmental restrictions or conditions on use, including zoning, subdivision, planned unit development and building codes;
- (c) Possibility of an environmental impact statement being required;
- (d) Availability of utilities of sufficient capacity and at acceptable rates;
- (e) Present and future access between the Property and public streets;
- (f) Subsurface conditions;
- (g) Surface drainage;
- (h) Environmental assessment; and
- (i) Cost of, and permits required for, razing or removing existing improvements.

(ii) The Purchase Price established herein has taken into consideration the risks being assumed by Buyer with respect to the Property.

(iii) “**Hazardous Materials**” means the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. “**Environmental Laws**” means the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

B. Subject to compliance with the insurance requirements stated below, Seller hereby grants to Buyer, its employees, agents, consultants and contractors, the right to enter onto the Property during the period commencing on the Effective Date and expiring at 5:00 p.m. local Minneapolis, Minnesota time on the Inspection Period Expiration Date for the purpose of conducting, at Buyer's option and expense, a so-called "Phase I" environmental site assessment in accordance with the current standards developed therefor by the American Society of Testing Methods ("ASTM") and referred to as ASTM: E1527 ("**Phase I Assessment**"), and, subject to the requirements set forth below with respect to any Phase II Assessment, such other soil investigations and other physical investigations as desired by Buyer.

(i) If Buyer opts to conduct a Phase I Assessment on the Property and it contains a reasonable recommendation from the environmental consultant completing the Phase I Assessment (the "**Environmental Consultant**") that additional studies or investigations be done, and Buyer wishes to pursue additional studies or investigations of the Property, then Buyer shall cause the Environmental Consultant to submit to Seller a proposal for the scope and procedures for a so-called "Phase II" environmental site assessment of the Property in accordance with the current standards developed therefor by the ASTM and referred to as ASTM: E1903 ("**Phase II Assessment**"). Subject to Seller's approval of the scope and procedures of the Phase II Assessment (including provisions for split samples, if required by Seller), and subject to Buyer's compliance with the insurance requirements stated below, Buyer may cause the Environmental Consultant to complete the Phase II Assessment, at Buyer's expense. Buyer is responsible for the proper treatment and disposal of all samples taken with respect to the Property.

(ii) Before being allowed access to the Property to complete the Survey (defined below), site analysis, the Phase I Assessment or the Phase II Assessment, if any, Buyer must first provide to Seller:

- (a) Evidence of insurance, in the form of the Certificate of Liability Insurance attached hereto as Exhibit C, confirming that the Environmental Consultant and any other contractor that may perform any work on or at the Property have in effect the following:
- (i) commercial general liability insurance, with an insurance company satisfactory to Seller, naming Seller as an additional insured and providing occurrence basis liability insurance coverage, with a combined single limit of at least \$3,000,000.00, against claims for personal injury, death or property damage,
 - (ii) contractor's pollution liability coverage with respect to any Phase II Assessment, and with a combined single limit of at least \$5,000,000.00,
 - (iii) workers compensation insurance as required by any applicable law or regulation,
 - (iv) employer's liability insurance with limits of not less than \$1,000,000.00 each accident for bodily injury, \$1,000,000.00 each employee for bodily injury by disease, and \$1,000,000.00 policy limit for bodily injury by disease, and
 - (v) automobile liability insurance (bodily injury and property damage liability), including coverage for owned, hired and non-owned vehicles with limits of liability of not less than \$1,000,000.00 combined single limit per occurrence. All such policies shall (i) be primary and non-contributory to any other insurance available, (ii) be obtained from an insurance company or companies licensed to do business in the United States with an A.M. Best rating of A-:X or better, (iii) cover claims brought in the

United States (including its territories and possessions), Puerto Rico and Canada and (iv) remain in full force and effect throughout the Option Term.

- (b) A certificate of insurance evidencing that Seller is an “additional insured” under the Buyer’s League of Minnesota Cities Insurance Trust policy and that such policy will remain in full force and effect throughout the Option Term.

(iii) The Phase I Assessment and the Phase II Assessment shall be collectively referred to herein as the “**Environmental Assessments**”, and a copy of each report prepared by the Environmental Consultant in connection with the Environmental Assessments shall be provided to Seller without charge. Buyer must keep any reports and other information prepared or obtained in conjunction with the Environmental Assessments confidential and must cause the Environmental Consultant to agree to keep such reports and information confidential, subject to any reporting obligations required by law, but Buyer is not required to keep the Environmental Assessments confidential with respect to Buyer’s consultants, attorneys, broker or employees who require access to the Environmental Assessments as part of the services provided to Buyer with respect to the transaction contemplated by this Agreement. If for any reason this transaction does not close, Buyer must promptly deliver to Seller, without charge, all copies of any reports and other information prepared or obtained in conjunction with the Environmental Assessments as a condition to the return of any Deposits to Buyer if Buyer is otherwise entitled thereto (and such obligation shall survive the expiration or termination of this Agreement).

C. Not later than five (5) days after the Effective Date, Seller shall deliver to Buyer a copy (either hard copy or electronic) of the following report:

Phase I Environmental Site Assessment of Target Store T0240 Brooklyn Center, Minnesota, prepared for Target Corporation by ATC Group Services LLC, dated December 20, 2018

Buyer understands that the data set forth in the Environmental Report is provided for informational purposes only, and Buyer acknowledges and agrees that (i) Seller makes no warranty or representation whatsoever as to the accuracy or appropriateness thereof, and (ii) Buyer and/or any third party acting or claiming by, through or under Buyer shall not rely thereon, but shall rely instead on their own independent investigations and tests.

D. Buyer shall provide to Seller copies of any and all surveys, reports and testing results obtained as a result of Buyer’s inspection of the Property. Buyer agrees that Buyer will not submit any test reports or results arising out of its investigation of the Property to any regulatory agency except in the following circumstances:

- (i) where Buyer has given Seller written notice of the submission at least five (5) business days before submitting test results or reports to the subject regulatory agency, and Seller has consented to said submission in writing, or
- (ii) where Buyer has given Seller written notice of the submission at least five (5) business days before submitting to the subject regulatory agency, and Buyer is obligated by law to make said submission, but such five (5) day

notice period shall not apply to instances where applicable law requires earlier submission in which case Buyer will submit such notice to the regulatory agency and to Seller simultaneously.

E. Buyer must pay all costs and expenses associated with its investigations and tests conducted pursuant to this Section 6, and Buyer further must repair and restore any damage to the Property and/or to any portions thereof resulting from or arising out of Buyer's investigations and/or testing performed pursuant to this Agreement. Buyer also must indemnify, defend, protect and hold Seller harmless from all costs, expenses (including reasonable attorneys' fees), claims, liabilities and inquiries arising out of or resulting from Buyer's investigations and testing of the Property as well as the acts of its employees, agents, consultants, or contractors, including the Environmental Consultant, in performing its evaluations of the Property under this Agreement (including mechanics' lien claims and claims relating to personal injury to Buyer and/or any of Buyer's agents, employees, consultants or contractors). Buyer's agreement to indemnify Seller as set forth in the preceding sentence shall not apply to the cost of any remediation or cleanup of any environmental condition discovered in connection with Buyer's investigation that was not caused in whole or in part by Buyer or any of Buyer's agents, employees, consultants, or contractors, including Buyer's Environmental Consultant, except to the extent such conditions were exacerbated or aggravated by Buyer and/or any of Buyer's employees, agents, consultants or contractor, including Buyer's Environmental Consultant. The covenants and agreements set forth in this Section 6.E. shall survive the Closing or the expiration or termination of this Agreement, as the case may be.

F. Buyer hereby waives and releases any and all claims or causes of action it may have against Seller, its directors, officers, shareholders, employees and agents, for indemnity, contribution, reimbursements, damages or other payment or any equitable relief, relating to any structural, physical or environmental condition of the Property, including the presence at any time of any Hazardous Material in, on or about the Property, whether the claim or cause of action arises under any Environmental Law or otherwise. The provisions of this paragraph shall survive the Closing or the expiration or termination of this Agreement, as the case may be.

G. Buyer shall provide Seller with at least five (5) days prior written notice of its intention to enter the Property for purposes of its investigations and tests to be conducted pursuant to this Section 6. In such written notice, Buyer shall provide to Seller a list of the names of all persons who plan to enter the Property. At all times, while in or on the Property, Buyer and its agents, employees and contractors shall be accompanied by a representative of Seller, unless otherwise authorized by Seller in advance.

7. SURVEY; SUBDIVISION; TITLE.

A. Within thirty (30) days after the Effective Date of this Agreement, Buyer may cause to be made a boundary survey of the Property (including any appurtenant easements) prepared in accordance with the current standards for Land Title Surveys of the American Land Title Association and the National Society of Professional Surveyors, certified to Seller, Buyer and Title Company (the "Survey"). Buyer shall furnish to Seller and Title Company an electronic copy of the Survey promptly upon receipt thereof. All matters reflected by the Survey shall be deemed matters of title and shall be subject to Buyer's approval in accordance with Section 7.B. below, but any objections to matters reflected on the Survey shall be made on or before the Inspection Period

Expiration Date. Buyer shall pay all costs incurred in connection with the preparation of the Survey.

B. Within twenty (20) days after the Effective Date of this Agreement, Seller shall furnish at its cost to Buyer a commitment for an owner's policy of title insurance in the amount of the Purchase Price ("**Commitment**") issued by Title Company, together with copies of all documents affecting the Target Tract as disclosed thereby. The Commitment and copies of documents affecting the Target Tract as disclosed by the Commitment may be furnished either by provision of hard copies thereof or by provision of an electronic link to a web site at which Title Company has made electronic copies thereof available. The Commitment shall be deemed conclusive evidence of title as thereon shown as to all matters insured thereby.

(i) Buyer shall be permitted fifteen (15) days from the date upon which Buyer has received the Commitment and a copy of each recorded instrument referred to therein to deliver to Seller a written statement containing any objection Buyer has to title. If such statement is not delivered within the 15-day period (or by the Inspection Period Expiration Date, if sooner), title shall be deemed approved by Buyer. If such statement is so delivered, and Seller elects to cure such objections, Seller shall use reasonable efforts (but without exposure to liability or obligation to expend more than One Thousand Dollars (\$1,000.00) in such effort) to cure or remove all such objections within thirty (30) days after receipt of such statement and to furnish to Buyer evidence that such objections are cured or removed. Seller shall not be in default under this Agreement if objections to title made under this Agreement are not cured or removed; provided, however, on or before the Closing Date Seller will pay, bond over or cause Title Company to insure over all outstanding mechanics liens, broker's liens, mortgage-related liens and judgment liens that are caused by Seller, and pay all delinquent real estate taxes (collectively, "Monetary Liens"). If this Agreement does not expire or terminate on or before the Inspection Period Expiration Date, then, whether or not any objection has been made, cured or removed, and notwithstanding any provision in this Agreement that may be construed to the contrary, Buyer shall be deemed to have approved title as it is (subject only to a right to review new encumbrances imposed upon the Property by Seller after the effective date of the Commitment), and the Option Deposit shall be nonrefundable to Buyer unless otherwise expressly provided herein to the contrary.

(ii) Seller shall notify Buyer in writing of any new encumbrances that are imposed upon the Property by Seller after the effective date of the Commitment. If: (a) new encumbrances are imposed, and (b) Buyer submits to Seller written objection thereto on or before the date that is ten (10) days following written notice thereof, and (c) such objection has not been cured or removed within thirty (30) days after receipt of such objection (or on or before the Option Expiration Date, if earlier), then Buyer may terminate this Agreement by written notice given to Seller within five (5) days following the expiration of such 30-day period, in which event all Deposits will be immediately disbursed to Buyer upon such termination. As provided above, Seller shall not be in default under this Agreement if any such objections are not bonded over or paid in full and released from record title (except for the Monetary Liens). The periods of time described in this Section 7 for the making, curing and/or removing of objections shall in no event be deemed to extend the Inspection Period Expiration Date or the Option Term.

(iii) Buyer may contract, at Buyer's own expense, for the issuance of any endorsements to become a part of the Title Policy (as defined in Section 9.D.(v) below). Such endorsements are strictly between Buyer and Title Company.

8. **DEVELOPMENT APPROVAL.** Buyer must operate, improve or develop the Property in compliance with all governmental requirements and all matters of record, including that certain Construction, Operation and Reciprocal Easement Agreement dated June 12, 1985, (as it may be amended and supplemented, herein called the "**COREA**"). Buyer's intended use may require an amendment to the COREA and such amendment may require the approval of third parties in accordance with the COREA and governmental approvals. Buyer will have the sole responsibility to communicate with such third parties and to resolve any questions and/or disputes involving the application of the COREA thereto. Buyer and Seller shall comply with any notice or other requirements necessary to permit Seller to be released from liability under the COREA for events related to the Property occurring after the Closing and to assign Buyer Seller's "Approving Party" status under the COREA. Seller has entered into this Agreement upon reliance upon the foregoing representations, and Buyer agrees that Seller may in its sole discretion (but shall not be required to) cooperate in obtaining such approvals or execute any amendments or agreements, conditionally or otherwise. If the required approvals are not obtained, Buyer's sole recourse shall be to terminate this Agreement by written notice to Seller given on or before the Inspection Period Expiration Date, and upon such termination, the Option Deposit shall be disbursed in accordance with the terms of Section 5.A. above and each party shall be released from all subsequent duties and obligations herein contained.

9. **CLOSING PROCEDURE.** Upon proper exercise of the Option in accordance with the terms of this Agreement, and subject to any extension provided for herein or agreed to in writing by the parties, the closing of this transaction (the "**Closing**") shall take place in the office of Title Company on the first business day following the Pre-Closing Date (the "**Closing Date**"). The Property will be transferred to Buyer by recordable limited warranty deed ("**Deed**"), subject to real estate taxes and installments of special assessments consistent with the proration provisions set forth in Section 9.G. below, all matters of record including the COREA, all matters that would be disclosed by an accurate survey of the Property, and acts of Buyer.

The following procedure governs the Closing:

A. Within seven (7) days after receipt of the Preliminary Exercise Notice, Seller shall deliver to Buyer and Title Company a copy of the form of the Deed for examination. If the form of the Deed does not comply with the requirements set forth in this Agreement, Seller shall promptly correct the same upon notice of objection in reasonable detail from either Buyer or Title Company.

B. On or before the Pre-Closing Date, Seller shall deliver to Title Company the following:

- (i) the Deed, properly executed and acknowledged;
- (ii) Quit Claim Bill of Sale in the form of Exhibit D to this Agreement;
- (iii) any other documents required by this Agreement;

- (iv) any other documentation reasonably requested by Title Company to confirm the authority of Seller to consummate this transaction;
- (v) such funds as may be required of Seller to pay closing costs or charges properly allocable to Seller, Seller hereby authorizes Title Company to deduct any amounts payable by Seller in connection with the Closing from the proceeds of the sale;
- (vi) an affidavit, complying with the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended (the “**Code**”), affirming that Seller is not a “foreign person”; and
- (vii) a seller’s affidavit in the form attached as Exhibit E.

C. On or before the Closing Date, Seller shall also deliver to Title Company a copy of the Settlement Statement described in Section 9.G.(ix) below, signed on behalf of Seller.

D. On or before the Pre-Closing Date, Buyer shall deliver to Title Company the following:

- (i) the Exercise Payment;
- (ii) any documents required by this Agreement;
- (iii) any other documentation reasonably requested by Title Company to confirm the authority of Buyer to consummate this transaction;
- (iv) such additional funds as may be required of Buyer to pay closing costs or charges properly allocable to Buyer; and
- (v) authorization for Title Company to deliver the Deposits to Seller and consummate Buyer’s purchase of the Property, subject only to Title Company being ready, willing and able to issue to Buyer an owner’s policy of title insurance consistent with the approved Commitment (the “**Title Policy**”).

E. On or before the Closing Date, Buyer shall also deliver to Title Company a copy of the Settlement Statement described in Section 9.G.(ix) below, signed on behalf of Buyer.

F. On or before the Pre-Closing Date, the Title Company shall prepare a combined Settlement Statement, accounting for deposits, credits and charges (including allocation of real property taxes and installments of special assessments) and deliver the same to Buyer and Seller for review and approval.

G. After Title Company has received all of the items to be deposited with it, Title Company shall, on the Closing Date:

- (i) Disburse to Seller the Purchase Price (subject to any deductions or credits required hereunder);
- (ii) Record the Deed in the office of the Registrar of Titles for Hennepin County, Minnesota, (the “**Registrar**”) instructing the Registrar to return the same to Title Company;
- (iii) Immediately following the recording of the Deed, record any other instruments executed by the parties or either of them which are contemplated by this Agreement to be placed of record, instructing the Recorder to return the same to the beneficiary thereof;
- (iv) If ordered by Buyer, issue to Buyer a proforma policy or a marked-up Commitment brought down to the Pre-Closing Date obligating Title Company to issue the required Title Policy to Buyer;
- (v) Charge Buyer for the cost of recording the Deed (excluding state deed tax), all of the premium for issuing the Title Policy, including any Buyer designated endorsements or deletions to the Title Policy, and one-half of the closing escrow fee;
- (vi) Charge Seller for state deed tax due on the recording of the Deed, for the cost of recording documents clearing title to the Property, if any, and one-half of the closing escrow fee;
- (vii) Prorate real estate taxes and current installments of special assessments payable with respect to the Property as follows:

All real estate taxes payable in the calendar year during which the Closing occurs shall be prorated as of the Closing Date (regardless of the year with respect to which the same have been assessed), all pending or levied special assessments as of the Closing Date shall be paid by Seller at Closing, and any real estate taxes and installments of special assessments that may be or are payable after the calendar year during which the Closing occurs shall be assumed by Buyer without reduction in or credit against the Purchase Price. If the actual amount of real estate taxes payable in the calendar year during which the Closing occurs is not available, then a proration shall be made based on the preceding calendar year’s amount and no further adjustment shall be made following the Closing.

- (viii) Prorate “Common Area Maintenance Costs” (including the “Administration Fee”) chargeable with respect to the Property under the COREA, if any;
- (ix) Deliver the Settlement Statement accounting for deposits, credits and charges (including allocation of real property taxes and installments of

special assessments), together with a disbursement of funds, to the appropriate party;

- (x) If ordered by Buyer, deliver the Title Policy to Buyer as soon as reasonably practical after the Closing; and
- (xi) File the required Form 1099-S with the appropriate governmental agencies.

H. Any supplemental closing instructions given by either party shall also be followed by Title Company provided they do not conflict with any instructions set forth herein.

10. **SELLER'S WARRANTIES AND REPRESENTATIONS.**

A. Seller warrants and represents to Buyer that the following statements are, as of the date of Seller's execution of this Agreement, true and accurate:

- (i) Seller does not know of any "wells" on the Property within the meaning of Minnesota Statutes §103I.
- (ii) Solely for the purpose of satisfying the requirements of Minnesota Statutes §115.55, Seller discloses to Buyer that all sewage generated on the Property goes to a facility permitted by the Minnesota Pollution Control Agency.
- (iii) To the best of Seller's knowledge, no "above ground storage tanks" or "underground tanks" (within the meaning of Minn. Stat. §116.46) are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Property such storage tanks have been duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements.
- (iv) For the purposes of satisfying any applicable requirements of Minn. Stat. §152.0275, Seller discloses and certifies that to its knowledge, methamphetamine production has not occurred on the Property.
- (v) Except as provided herein, so long as this Agreement remains in force, Seller shall not lease, convey or otherwise encumber all or any portion of the Property, without Buyer's consent which shall not be withheld or delayed.
- (vi) Seller is not a "foreign person" or "disregarded entity" as contemplated by Section 1445 of the Code. Neither Seller nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24,

2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (“**Blocked Persons**”), and, to the best of Seller’s knowledge, neither Seller nor any of its affiliates engages in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.

- (vii) Seller has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller’s behalf and to bind Seller thereto.
- (viii) Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no leases, oral, or written, affecting the Property or any part thereof.
- (ix) This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

B. The foregoing representations and warranties shall (i) be deemed to have been remade by Seller as of the Closing Date, except for such matters, if any, as arise after the date of this Agreement and are disclosed to Buyer in writing on or before the Closing Date, and (ii) survive for a period of one (1) year after the Closing Date, whereupon they shall automatically terminate and no claim or cause of action may be based on any breach thereof, except for those for which Buyer shall previously have filed suit for breach thereof. Exercise of the Option or consummation of this Agreement by Buyer with knowledge of any such breach shall constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. Buyer acknowledges and agrees that Seller has not made any representations or warranties except as expressly set forth above.

11. **BUYER’S WARRANTIES AND REPRESENTATIONS.** Buyer warrants and represents to Seller that the following statements are now, and will on the Closing Date be, true and accurate:

A. Buyer has the full capacity, right, power, and authority to execute, deliver, and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer’s behalf and to bind Buyer thereto.

B. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.

C. Neither Buyer nor any of its affiliates is a Blocked Person, and, to the best of Buyer's knowledge, neither Buyer nor any of its affiliates engages in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.

12. **DEFAULT BY BUYER.** If Buyer defaults with respect to any of its obligations under this Agreement and such default continues for a period of ten (10) days after Seller notifies Buyer of such default in writing, then Seller's sole and exclusive remedy for such default shall be the right to terminate this Agreement and receive and retain the Option Deposit. Unless Seller waives Buyer's default in writing within five (5) days after the expiration of the 10-day period specified in the immediately preceding sentence, or such default is cured within such 10-day period, this Agreement shall automatically terminate effective fifteen (15) days after the notice of default is given without the necessity of further notice being given. Upon such termination each party shall be released from all subsequent duties or obligations under this Agreement (except for the indemnity obligations set forth in Sections 6 and 15, and other obligations hereunder that are expressly designated to survive a termination) and Title Company shall immediately pay the Option Deposit to Seller as liquidated damages. Seller is hereby releasing and/or waiving any right it might have to either specifically enforce this Agreement or sue for damages (except with respect to the indemnity obligations set forth in Sections 6 and 15, and any other obligations hereunder that are expressly designated to survive a termination). This liquidated damage provision has been agreed to in view of the difficulty of ascertaining Seller's actual damages because of the uncertainties of the real estate market, fluctuating property values, and the difference of opinion with respect to such matters.

13. **DEFAULT BY SELLER.**

A. If Seller fails or refuses to perform any of its obligations as set forth herein and such failure or refusal continues for a period of ten (10) days after Buyer notifies Seller in writing of such non-performance, the sole remedies available to Buyer shall be as follows:

(i) To terminate this Agreement, in which event the Deposits shall be disbursed in accordance with Section 5 above and neither party shall have any further rights or obligations under this Agreement, except for the indemnity obligations set forth in Sections 6 and 15 and any other obligations hereunder that are expressly designated to survive a termination; or

(ii) To enforce specific performance of Seller's obligations hereunder, provided action therefor is commenced within ninety (90) days thereafter, failing which this Agreement shall in any event terminate upon the expiration of such 90-day period.

B. Seller shall not be liable for damages in any event on any basis whatsoever.

14. **EXPENSE OF ENFORCEMENT.** If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and disbursements incurred in connection with such proceeding, including arbitration or appellate proceedings, in addition to any other remedy granted.

15. **BROKERS.** Seller warrants to Buyer that in connection with this transaction Seller has not taken any action that would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party other than CBRE, Inc. ("**Broker**"). Any fee payable to Broker

shall be paid by Seller pursuant to the terms of a separate agreement between Seller and Broker. Buyer warrants to Seller that in connection with this transaction Buyer has not taken any action which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party, except as referenced above. Seller and Buyer respectively must indemnify, defend and hold harmless the other from and against any and all claims, fees, expenses (including reasonable attorneys' fees), commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered for or on behalf of such party in connection with the execution of this Agreement or the transaction set forth herein. The terms of this Section 15 shall survive the Closing or the expiration or termination of this Agreement, as the case may be.

16. **NOTICE.**

A. All notices, demands and requests required or permitted to be given under this Agreement must be in writing and must be delivered personally, or by prepaid nationally recognized overnight courier, or by deposit in the United States mail, prepaid and certified or registered mail, return receipt requested, addressed in each instance to Seller or Buyer, as the case may be, at the following addresses:

To Seller: Target Corporation
Target Properties
Attn: Real Estate Portfolio Management (T0240)
1000 Nicollet Mall, TPN-12H
Minneapolis, MN 55403

with a copy to: Jude Hockley
Lead Real Estate Paralegal
Target Corporation
1000 Nicollet Mall, TPS 3155
Minneapolis, MN 55403

To Buyer: Economic Development Authority
City of Brooklyn Center
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430
Attn: Cornelius L. Boganey, Executive Director

with a copy to: Sarah Sonsalla
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

B. Each such notice, demand or request shall be deemed to have been given as of the date the same is personally delivered to the party to be notified or the date the same is delivered to the address designated herein for the party to be notified, but rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be

receipt of the notice, demand or request. Each party may from time to time and at any time upon at least ten (10) days written notice thereof, change its respective address, and each party may specify as its address any other address within the United States of America. For informational purposes, a copy of each notice, demand, or request must be given to Escrow Agent at the address set forth herein, but a failure to deliver a notice, demand, or request will not affect the validity of the notice, demand, or request.

17. **CONDEMNATION; DAMAGE.**

A. If, before the Closing, any portion of the Property is condemned or access thereto is taken, or a petition to condemn any portion of the Property or access thereto is filed, and if Buyer reasonably concludes that the taking or proposed taking renders the Property unsuitable for the use contemplated by Buyer and Buyer so notifies Seller in writing within thirty (30) days after learning of such condemnation action, then this Agreement shall terminate and all Deposits shall be refunded to Buyer. Upon such termination, both parties shall be released from all subsequent duties and obligations created under this Agreement. If this Agreement is not terminated pursuant to the preceding sentence, the Purchase Price shall not be affected, and if the award is paid before the Closing, the amount attributable solely to the Property shall be held in escrow and delivered to Buyer at the Closing (less an amount equal to the total of Seller's Condemnation Expenses, which amount shall be delivered to Seller), and if such award has not been paid before the Closing, then at the Closing Seller shall assign to Buyer all of its right, title and interest with respect to such award. Notwithstanding any provision herein that may be construed to the contrary, Seller shall be entitled to receive a portion of any such award (whether such award is paid before the Closing or thereafter) in an amount equal to the total of all court costs, attorneys' fees, consultants' fees, and other out-of-pocket expenses incurred by Seller in connection with the condemnation action (collectively, "**Seller's Condemnation Expenses**"), and Seller's right to such reimbursement for Seller's Condemnation Expenses shall survive a Closing hereunder.

B. If, after the Effective Date but before the Closing, all or any part of the Property is substantially damaged by fire, casualty, the elements or any other cause, Seller shall give notice to Buyer of such fact and Buyer may, at Buyer's option (to be exercised before the earlier of (i) the date that is thirty (30) days after Seller's notice, or (ii) the date upon which the Option Term expires), terminate this Agreement, in which event the Deposits shall be refunded to Buyer and neither party shall have any further obligations under this Agreement. If Buyer fails to elect to terminate despite such damage, or if the Property is damaged but not substantially, Seller shall assign to Buyer at a Closing hereunder all right to receive the proceeds of insurance arising from such damage, if any, and the Purchase Price shall remain the same. For purposes of this Section, the words "substantially damaged" mean damage that would cost \$100,000.00 or more to repair.

18. **ENTIRE AGREEMENT.** All previous negotiations and understandings between Seller and Buyer or their respective agents and employees with respect to the transaction set forth herein are merged into this Agreement, and this Agreement alone fully and completely expresses the parties' rights, duties and obligations with respect to its subject matter. This Agreement may be amended only by subsequent written agreement between Seller and Buyer.

19. **NO MERGER; SURVIVAL.** The warranties, representations and/or indemnities expressly made herein shall survive the Closing and delivery of the Deed and shall not be merged

therein. Notwithstanding any provision in this Agreement that may be construed to the contrary: (i) the indemnity obligations contained in Sections 6 and 15 hereof shall survive the Closing or the expiration or termination of this Agreement, as the case may be, whether or not expressly so provided; and (ii) any provisions herein that expressly provide for survival shall also survive the Closing or the expiration or termination of this Agreement, as the case may be.

20. **GOVERNING LAW.** This Agreement will be deemed to be a contract made under the laws of the State where the Property is located and for all purposes is governed and construed in accordance with the laws of said State.

21. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

22. **CONSTRUCTION.** The rule of strict construction shall not apply to this Agreement. This Agreement has been prepared by Seller and its professional advisors and reviewed and modified by Buyer and its professional advisors. Seller, Buyer, and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against either Seller or Buyer merely because of their efforts in preparing it.

23. **CAPTIONS, GENDER, NUMBER, AND LANGUAGE OF INCLUSION.** The captions are inserted in this Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. As used in this Agreement, (i) the word “including” means “including, but not limited to”, and (ii) the words “and/or” mean any one or more of each of the items listed.

24. **BINDING EFFECT; ASSIGNMENT.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs and personal representatives. This Agreement may not be assigned by Buyer, voluntarily or involuntarily, by operation of law or otherwise, except only that Buyer may assign its rights under this Agreement, with notice to Seller but without first obtaining Seller’s consent, to a corporation, limited partnership, limited liability company or other legal entity that controls, is controlled by or is under common control with Buyer and which unconditionally assumes all obligations of Buyer hereunder. No such assignment of this Agreement will release Buyer from the terms of any covenant or obligation of Buyer under this Agreement.

25. **TIME; BUSINESS DAY.** Time is of the essence of this Agreement and each and every provision hereof, specifically including the provisions for payments of the Option Deposit and the Exercise Payment. If any date designated in this Agreement falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day.

26. **EFFECTIVE DATE.** The effective date (“**Effective Date**”) of this Agreement is the date on which the last party to execute this Agreement has done so and the Initial Option Deposit has been deposited with Escrow Agent, but if the second party does not execute this Agreement and deliver a fully executed counterpart of the same to the first signing party within ten (10) days of the first party’s execution date, then the offer or commitment to be bound hereby by the first executing party shall automatically be revoked and withdrawn, whereupon neither party will be bound hereto.

27. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which will be deemed an original and all of which, taken together, constitute one instrument.

28. **RELOCATION BENEFITS.** Seller acknowledges that Seller initiated negotiations with Buyer for the transaction contemplated by this Purchase Agreement, and that this transaction is not made under threat of condemnation by Buyer. Seller agrees to waive any and all relocation benefits, assistance and services to which Seller might otherwise be eligible. Seller agrees to provide to Buyer at closing an executed waiver of relocation benefits in substantially the form of the attached Exhibit F.

29. **ESCROW INSTRUCTIONS.** This Agreement constitutes escrow instructions to Escrow Agent, and no instructions by either party contrary to the terms of this Agreement are valid unless executed by both parties.

30. **NO BINDING OFFER.** The submission of this Agreement for examination by Buyer does not constitute an offer to sell the Property, and this Agreement does not constitute a binding contract unless and until it has been executed and delivered by Seller and Buyer.

31. **NO RECORDING.** Buyer may not record this Agreement or any statement or evidence hereof.

32. **PERSONAL PROPERTY.** On or before the Closing Date, notwithstanding any provision in this Agreement that may be construed to the contrary, Seller shall have the right (but not the obligation) to remove from the Property any or all of the following (collectively, the “**Personal Property**”): (i) Seller’s inventory, trade fixtures and other removable personal property (including but not limited to point of sale equipment), (ii) Seller’s compactor, baler and generator, and (iii) Seller’s security, energy management and phone systems. Seller shall not remove any Personal Property from the Property that would render the fire suppression and emergency management systems in the building on the Property inoperable. Seller will terminate all utility services and alarm monitoring services as of the Closing Date and Buyer will be responsible for establishing service to the Property on behalf of Buyer.

[signatures begin on following page]

**SIGNATURE PAGE
FOR
OPTION AGREEMENT
BETWEEN
TARGET CORPORATION
AND
ECONOMIC DEVELOPMENT AUTHORITY
OF BROOKLYN CENTER, MINNESOTA**

IN WITNESS WHEREOF, the parties have caused these presents to be executed intending to be legally bound by the provisions herein contained.

“BUYER”

ECONOMIC DEVELOPMENT AUTHORITY
OF BROOKLYN CENTER, MINNESOTA

By: _____

Name: Mike Elliott

Title: President

Date of Execution: _____

By: _____

Name: Cornelius L. Boganey

Title: Executive Director

Date of Execution: _____

**SIGNATURE PAGE
FOR
OPTION AGREEMENT
BETWEEN
TARGET CORPORATION
AND
ECONOMIC DEVELOPMENT AUTHORITY
OF BROOKLYN CENTER, MINNESOTA**

IN WITNESS WHEREOF, the parties have caused these presents to be executed
intending to be legally bound by the provisions herein contained.

“SELLER”
TARGET CORPORATION

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A TO OPTION AGREEMENT

LEGAL DESCRIPTION OF THE TARGET TRACT

Lot 2, Block 1, Shingle Creek Center, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota

EXHIBIT B TO OPTION AGREEMENT

ESCROW RECEIPT

The undersigned, First American Title Insurance Company ("**Escrow Agent**"), acknowledges receipt of \$25,000.00 (the "**Initial Option Deposit**") to be held by it pursuant to the Option Agreement to which this Escrow Receipt is attached. Escrow Agent must hold the Initial Option Deposit and the other Deposits (as defined in the Option Agreement) in accordance with the terms of the Option Agreement and to disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposits in such interest-bearing accounts or instruments as may be approved by both Buyer and Seller. Interest shall accrue for the benefit of Buyer, but shall be disbursed in accordance with the terms of the Option Agreement.

Seller and Buyer represent that their respective Tax I.D. Numbers are as follows: Seller, 41-0215170; Buyer _____.

Escrow Agent shall have no responsibility for any decision concerning performance or effectiveness of the Option Agreement or to resolve any disputes concerning the Option Agreement. Escrow Agent is responsible only to act in accordance with the joint and mutual direction of both Seller and Buyer, or in lieu thereof, the direction of a court of competent jurisdiction. Seller and Buyer undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Receipt and must indemnify Escrow Agent for all costs and expenses in connection with this escrow, including court costs and reasonable attorneys' fees, except for Escrow Agent's negligence, breach of fiduciary duty, action in conflict with the terms hereof, or willful misconduct.

If the transaction contemplated herein is cancelled, Escrow Agent reserves the right to charge an escrow service cancellation fee equal to the actual, reasonable out-of-pocket expenses incurred by Escrow Agent in connection herewith (but not to exceed \$1,500). Seller and Buyer shall each pay 50% of such fee.

ESCROW AGENT:
**FIRST AMERICAN TITLE INSURANCE
COMPANY**

SELLER:
TARGET CORPORATION

By: _____

Its: _____

Date Initial Option Deposit received: _____ ,
20__

By: _____

Its: _____

BUYER:
ECONOMIC DEVELOPMENT AUTHORITY
OF BROOKLYN CENTER, MINNESOTA

By: _____
Its: President

By: _____
Its: Executive Director

EXHIBIT C TO OPTION AGREEMENT

SAMPLE FORM OF CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE							DATE 2-01-12/13	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER AAA SERVICES, INC. 1234 Main St Anywhere, USA					CONTACT NAME: PHONE NO: FAX NO: EMAIL ADDRESS: CUSTOMER ID #: 			
INSURED Buyer 5 Briar Ave Anywhere, USA					INSURER(S) AFFORDING COVERAGE			NAIC #
					COMPANY A AAA Fake Insurance			
					COMPANY B BBB Fake Insurance			
<div style="display: flex; justify-content: space-between;"> <div> COVERAGES </div> <div style="border: 1px solid black; padding: 2px; font-size: 0.8em;"> <i>Effective and Expired dates must be valid</i> </div> </div>								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
Limits shown are as requested								
CO OR	TYPE OF INSURANCE	ADD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YY)	POLICY EXP. (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				02-01-12	02-01-13	GENERAL AGGREGATE * \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS-COMP/OP AGG	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						PERSONAL & ADV INJURY	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE \$ 1,000,000	
	GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						FIRE DAMAGE (Any one fire)	
							MED EXP (Any one person) NIL	
A	AUTOMOBILE LIABILITY				02-01-12	02-01-13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS							

		<input checked="" type="checkbox"/>	NON-OWNED AUTOS						BODILY INJURY (Per accident)		\$ 1,000,000
								PROPERTY DAMAGE (Per accident)		\$ 1,000,000	
Must include coverage for any auto, hired and non-owned autos and boxes are checked								WC Statutory Limits box will need to be checked			
		UMBRELLA LIAB		OCCUR							
		EXCESS LIAB		CLAIMS-MADE							
		DEDUCTIBLE RETENTION									
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR / PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N	02-01-12	02-01-	X	WC	OTHER	
				Employers Liability limits must be at least \$1M each accident, \$1M each employee for disease and \$1M policy limit for disease							
								E.L. EACH ACCIDENT		\$ 1,000,000	
								E.L. DISEASE-EACH EMPLOYEE		\$ 1,000,000	
								E.L. DISEASE-POLICY LIMIT		\$ 1,000,000	
A	Contractors Pollution Liability					02-01-12	02-01-13	Each Occurrence \$5,000,000			
				Phase II assessment requires Contractors Pollution Liability coverage				Contractors Pollution Liability limit must be \$3M for the Phase II			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Target has been added as an additional insured.											
CERTIFICATE HOLDER						CANCELLATION					
Target						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>AAA Services.</i>					
Target must be named as an additional insured											

EXHIBIT D TO OPTION AGREEMENT

QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that concurrently with the execution and delivery hereof, TARGET CORPORATION, a Minnesota corporation (“**Seller**”) is conveying to the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, a Minnesota body corporate and politic by that certain limited warranty deed of even date herewith (the “**Deed**”), all of Seller’s right, title and interest in the Target store building (the “**Building**”) located on the real property located at 6100 Shingle Creek Parkway, Brooklyn Center, Minnesota and legally described on Exhibit A attached hereto (the “**Real Estate**”).

NOW, THEREFORE, in consideration of the receipt of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby CONVEY, SELL, TRANSFER AND QUITCLAIM UNTO Buyer all of Seller’s right, title and interest, if any, in any personal property, including tangible personal property, and fixtures located in the Building as of the date hereof (the “**Personal Property**”).

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

The Personal Property is hereby conveyed and quitclaimed and this Bill of Sale is made, and is accepted by Buyer, on an “AS IS, WHERE IS” basis without covenants, representations or warranties of any kind, whether expressed or implied, and all warranties that might have existed or been applied under common law are hereby excluded.

This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Quitclaim Bill of Sale to be executed as of _____, 2019.

SELLER:

TARGET CORPORATION,
a Minnesota corporation

By: _____
Name: _____
Title: _____

Exhibit A to Quitclaim Bill of Sale

Legal Description of Property

Lot 2, Block 1, Shingle Creek Center, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota

EXHIBIT E TO OPTION AGREEMENT

FORM OF SELLER'S AFFIDAVIT

STATE OF MINNESOTA)
) ss. AFFIDAVIT REGARDING SELLER
COUNTY OF HENNEPIN)

_____ being first duly sworn, on oath says that:

1. He/She is the _____ of TARGET CORPORATION, a Minnesota corporation, **formerly known as Dayton Hudson Corporation** (the "Corporation"), named as Grantor in the document dated _____, 2019, and filed for record _____, 2019 as Document No. _____ with the Registrar of Title's Office, Hennepin County, Minnesota (the "Deed").
2. The Corporation's principal place of business is at 1000 Nicollet Mall TPN 12H, Minneapolis, Minnesota 55403, Attn: Target Properties/Real Estate Portfolio Management.
3. There have been no:
 - a. Bankruptcy or dissolution proceedings filed by or against the Corporation during the time the Corporation has had any interest in the premises described in Exhibit A attached hereto ("Premises");
 - b. Unsatisfied judgments of record against the Corporation nor any actions pending in any courts, which affect the Premises; or
 - c. Tax liens filed against the Corporation which affect the Premises.
4. Any bankruptcy or dissolution proceedings of record against a corporation with the same or similar names, during the time period in which the Corporation had any interest in the Premises, are not against the Corporation.
5. Any judgments or tax liens of record against corporations with the same or similar names and relating to the Premises are not against the Corporation.
6. There has been no labor or materials furnished to the Premises at Corporation's request during the past [120] days for which payment has not been made.
7. The Corporation knows of no unrecorded contracts, leases, easements or other agreements or interests relating to the Premises that (i) have been signed by the Corporation, and (ii) are binding upon the Premises, except as may be disclosed in (a) the Deed, (b) in the agreement pursuant to which the Premises are being sold (the "Option

Agreement”), or (c) in the title commitment delivered pursuant to the Option Agreement (the “Commitment”).

8. The Corporation knows of no persons in possession of any portion of the Premises pursuant to an agreement that has been signed by the Corporation, other than (i) pursuant to a recorded document, or (ii) as disclosed in the Deed, Option Agreement or Commitment.
9. The Corporation knows of no encroachments or boundary line questions affecting the Premises pursuant to an agreement that has been signed by the Corporation other than those which would be disclosed by an accurate survey of the Premises.

The Corporation confirms that the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises, but the person signing this Affidavit behalf of the Corporation makes this Affidavit only of behalf of the Corporation and not in an individual or other capacity, and (ii) no person may rely hereon except for First American Title Insurance Company.

TARGET CORPORATION,
a Minnesota corporation

By: _____

Its: _____

Subscribed and sworn to before me this ____
day of _____, 2019.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

Lot 2, Block 1, Shingle Creek Center, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota

EXHIBIT F

Form of Waiver of Relocation Benefits

WAIVER OF RELOCATION BENEFITS

RECITALS

A. TARGET CORPORATION, a Minnesota corporation (the “Seller”) has entered into an option agreement with the Economic Development Authority of Brooklyn Center, Minnesota (“EDA”) dated _____, 2019 (the “Option Agreement”) under which Seller agreed to sell to the EDA real property legally described therein (the “Property”).

B. Seller acknowledges that it requested that the EDA negotiate acquisition of the Property or otherwise made the Property available for sale prior to receiving any inquiry from the EDA regarding possible purchase of the Property.

C. Seller further acknowledges that the EDA does not have the legal authority to acquire the Property by condemnation and that the EDA has advised that, in the absence of the parties reaching a mutually satisfactory agreement, the EDA would not acquire the Property.

D. Seller acknowledges that it retained legal counsel, was advised by counsel regarding this waiver, and was specifically advised by counsel regarding relocation benefits that would or may be available to Seller in connection with the Property under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Minn. Stat. § 117.50 et seq., and any other applicable provisions of Minnesota law (together, the “URA”).

E. Seller, through counsel, indicated to the EDA that \$_____ in relocation payments and benefits would be available under the URA, and Seller and the EDA have negotiated a purchase price for the Property that includes any and all such relocation payments or benefits due under the URA.

F. Seller desires to execute this voluntary waiver of relocation assistance, services, payments and benefits in accordance with Minn. Stat. § 117.521, and Seller represents and confirms that payment to Seller of the amounts due under the Purchase Agreement will satisfy in full any relocation benefits or payments otherwise due to Seller.

WAIVER

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller agrees as follows for the benefit of EDA:

1. The recitals above are incorporated into and made a part of this waiver.

2. Seller acknowledges that payment to Seller of \$3,600,000.00 according to the terms of the Option Agreement satisfies in full any amounts for relocation assistance or relocation benefits that the EDA otherwise may be obligated to pay to Seller under the URA or any other federal or state law, and that payment of the amount set forth in the Option Agreement will constitute full compensation due Seller for all claims of any description against the EDA as a result of the EDA's acquiring the Property under the Option Agreement, including but not limited to attorneys' fees, relocation benefits and services, and any damages to the going concern or goodwill of any business located on the Property. Seller disclaims and waives any claim that Seller is entitled to receive further relocation benefits or payments under the URA or any other applicable federal or state law with respect to the Property.

3. In signing this waiver, Seller acknowledges that it entered into the Option Agreement voluntarily and that the Option Agreement was not made under any threat by the EDA or its representatives that the Property would be acquired by eminent domain.

4. Seller releases and discharges the EDA and its employees, agents, successors and assigns, of and from any and all liability and claims, at law or in equity, and under any state or federal law, for relocation expenses, payments or benefits in connection with the Property, including damages, interest, and costs, arising out of or in connection with EDA's acquisition of the Property.

SELLER
TARGET CORPORATION

By _____
Its _____

ECONOMIC DEVELOPMENT AUTHORITY
OF BROOKLYN CENTER, MINNESOTA

Mike Elliott
President

Cornelius L. Boganey
Executive Director