

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between OPPIDAN HOLDINGS, LLC, a Minnesota limited liability company or its assigns ("Buyer") and BLAINE ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision under the laws of the state of Minnesota ("Seller"). In consideration of the mutual covenants and agreements contained herein, Seller and Buyer hereby enter into this Agreement upon the following terms and conditions.

### ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, that certain real property containing approximately 2.45 acres of land, located on Central Avenue Northeast and having PID #32-31-23-34-0062 in Blaine, Anoka County, Minnesota, as depicted on Exhibit "A" attached hereto, together with all improvements thereon, and easements and rights benefiting or appurtenant thereto (the "Property").

1.2 Purchase Price and Manner of Payment. The purchase price for the Property is \$6.09 per square foot, the total land area of the property to be determined per the Survey (the "Purchase Price"). The Purchase Price, subject to prorations and adjustments set forth in this Agreement, shall be payable in full at Closing by wire transfer of immediately available funds.

1.3 Earnest Money. Within ten (10) days after the Effective Date, Buyer shall deposit with Title Company, the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Earnest Money"). Title Company shall hold the Earnest Money in an interest bearing account. All interest accruing on such sum shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement.

### ARTICLE II TITLE AND SURVEY

2.1 Title Examination. Seller shall, at Seller's cost and expense, cause to be issued and delivered to Buyer from First American Title Insurance Company, Attn: Karla Jordan ([kjordan@firstam.com](mailto:kjordan@firstam.com)), 121 South 8<sup>th</sup> Street, Suite 1250, Minneapolis, MN 55402 ("Title Company") a commitment (the "Title Commitment") for an ALTA Owner's Extended Coverage Policy of Title Insurance covering the Property in the amount of the Purchase Price, together with legible copies of all documents referenced therein and proper searches for bankruptcies, judgments, liens and assessments. Seller shall instruct Title Company to deliver copies of the Title Commitment to Buyer, Seller and the surveyor described in Section 2.2 as soon as reasonably possible, but in any event within twenty (20) days after the Effective Date.

2.2 Survey. Seller shall, within thirty (30) days after the Effective Date, deliver to Buyer a copy of any surveys of the Property in Seller's possession (in CAD format, if available). Buyer shall employ a surveyor to survey the Property and prepare and deliver to Buyer an ALTA survey ("Survey"), which Survey shall show the location and dimensions of the Property and set forth the total number of square feet of land area within the Property (which land area shall be used for the

calculation of the Purchase Price). The Survey shall set forth existing easements, if any, the location of all improvements, rights of way, easements, encroachments, streets, roads, water courses, fences, topographical elevations, and the designation and location of flood plains on or adjacent to the Property.

2.3 Conveyance of Title; Permitted Exceptions. Seller shall convey and transfer title to the Property pursuant to Section 5.2, subject to the Permitted Exceptions. The definition of “Permitted Exceptions” shall include: (a) any item contained in the Title Commitment or shown on the Survey to which Buyer does not object as set forth in Section 2.4; and (b) any other exception to title which Buyer determines, in its sole discretion, to be acceptable. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the definition of Permitted Exceptions include a valid and enforceable lien against the Property that is liquidated in amount and that is not asserted by a creditor or other party claiming through Buyer (or Buyer’s agent(s) or contractor(s)) and such liens shall in all cases be Objections as defined in Section 2.4 below whether Buyer makes, or fails to make, such Objections. There shall be no other matter affecting title other than the Permitted Exceptions.

2.4 Title Objections; Cure of Title Objections. Buyer shall have until the later of the Contingency Date or thirty (30) days after receipt of both the Title Commitment (including copies of all recorded documents) and Survey to notify Seller, in writing, of such objections as Buyer may have to anything (including the Permitted Exceptions) contained in the Title Commitment or the Survey (“Objections”). If Buyer does not provide notice of any Objections within such time period, Buyer shall no longer have any right to make such Objections under this Section. Upon receipt of Buyer’s written notice of Objections, Seller shall use reasonable efforts to cure the Objections, except for Objections to Permitted Exceptions, which Objections Seller shall not be required to cure. Seller shall have thirty (30) days to cure any Objections, during which time the Closing shall be extended as necessary.

If Seller does not cure the Objections within such cure period, Buyer may, at its sole discretion, do one or more of the following:

- 2.4.1 Proceed to Closing. For Objections that are liens of a liquidated amount, proceed to Closing and withhold from the Purchase Price an amount which, in the reasonable judgment of Title Company, is sufficient to assure cure of the Objections. Any amount so withheld shall be placed in escrow with Title Company. Seller shall pay the cost and expense to create and administer the escrow. If Seller does not cure such Objections within forty-five (45) days after such escrow is established, Buyer may then cure such Objections within a reasonable time and charge the costs against the escrowed amount. The parties agree to execute and deliver such documents as may be reasonably required by Title Company to cure such Objections. Upon cure of such Objections, any unused escrow funds shall be refunded to Seller;
- 2.4.2 Waive Objections. Waive the Objections, accept title subject to the Objections, and proceed to Closing, in which event such Objections shall be considered a Permitted Exception, and in which case Seller shall remain obligated to perform pursuant to the terms of this Agreement, with no reduction of Purchase Price; or

2.4.3 Terminate Agreement. Terminate this Agreement by sending written notice to Seller, and upon such notice, this Agreement shall terminate and the Earnest Money shall be returned to Buyer.

2.5 Pre-Closing Gap Title Defects. Whether or not Buyer provides Seller with notice of Objections as set forth in Section 2.4, Buyer may, at its option, at or prior to Closing, notify Seller of any objections to title first raised by Title Company or the surveyor between (a) the date which is the earlier of the effective date of the Title Commitment or the Contingency Date, and (b) the Closing Date. With respect to any objections to title set forth in such notice, Seller shall have the same obligation to cure and Buyer shall have the same options if Seller fails to cure as set forth in Section 2.4. The Closing Date shall be extended as necessary.

### ARTICLE III INSPECTION AND CONTINGENCIES

3.1 Right of Inspection/Buyer's Covenant to Hold Harmless. During the period beginning upon the Effective Date and ending on the Closing Date, Buyer and its agents shall have the right to access the Property to make physical and visual inspections, investigations and testing as the Buyer deems necessary. Except to the extent specifically set forth to the contrary in this Agreement, Buyer shall pay all costs and expenses of such inspections, investigations and testing. Buyer shall repair and restore any damage to the Property caused by Buyer's inspections, investigations and testing to substantially the same condition as existed prior to such entry. Buyer agrees to indemnify and hold Seller and the Property harmless from all claims, costs, expenses or damages, including reasonable attorneys' fees, for damages resulting from such activities. This obligation of Buyer shall not be construed to require Buyer to perform any removal or remediation of any Hazardous Substances revealed by Buyer's actions under this Section. Seller agrees to indemnify and hold Buyer harmless from all claims, costs, expenses or damages, including reasonable attorneys' fees, for damages resulting from Buyer's reporting of any Hazardous Substances revealed by Buyer's actions under this Section. These obligations of Buyer and Seller shall survive Closing or any termination of this Agreement.

3.2 Operation Prior to Closing. Between the Effective Date and the Closing Date, Seller shall not, without Buyer's prior written consent, which may be withheld in Buyer's sole discretion, grant any lease, license or easement or other right to use the any portion of the Property, or enter into any agreement affecting the Property.

3.3 Buyer's Contingencies. Seller shall, within ten (10) days after the Effective Date, deliver to Buyer copies of all information in Seller's possession or control concerning the Property, including, without limitation, any specifications for on-site or off-site improvements, REA or other easement or covenant documents, soils tests, reports on water and utility availability and quality, environmental studies, tax assessment records, and zoning applications or stipulations ("Seller's Deliveries"). The "Contingency Date" shall be a date that is the later of (a) one hundred forty (140) days after Buyer's receipt of Seller's Deliveries, or (b) one hundred fifty (150) days after the Effective Date. The Contingency Date may be extended to and including the First Extended Contingency Date and/or Second Extended Contingency Date, pursuant to Section 3.5 below. The obligations of Buyer under this Agreement are contingent upon each of the following and, to the extent such contingencies are in

the control of Buyer, Buyer agrees to use good faith efforts, based on reasonable business practices, to satisfy such contingencies:

- 3.3.1 Performance of Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement. Included within the obligations of Seller under this Agreement shall be the following:
  - 3.3.1.1 Seller shall provide all closing documents referenced in Section 5.2.
  - 3.3.1.2 The representations and warranties made by Seller in Section 4.1 shall be true and correct as if made on the Closing Date.
- 3.3.2 Title and Survey. Title and Survey shall have been found acceptable by Buyer in accordance with the requirements and terms of Article II on or before the Closing Date.
- 3.3.3 Testing. Buyer shall have determined, at its sole cost and expense, on or before the Contingency Date, that it is satisfied with the results of and matters disclosed by soil tests, well tests, engineering inspections, hazardous waste and environmental reviews of the Property, all of which shall be obtained at Buyer's sole cost and expense.
- 3.3.4 Government Approvals. Buyer shall have obtained, at its sole cost and expense, on or before the Contingency Date, such governmental approvals or adequate assurance that Buyer deems necessary in Buyer's judgment in order to make use of the Property as Buyer elects. Buyer, in its sole discretion, shall have determined, at its sole cost and expense, on or before the Contingency Date, that all applicable zoning ordinances, building and use restrictions and codes, required building permits, and any requirements with respect to licenses, permits and agreements necessary for the lawful use and operation of the Property as Buyer elects, have been or will be issued and complied with.
- 3.3.5 Subdivision of Property. Buyer shall have determined, on or before the Contingency Date, that the Property is or will be in compliance with all subdivision requirements and constitutes or will constitute a separate tax parcel.
- 3.3.6 Third Party Approvals. Buyer shall have obtained from any third party, at its sole cost and expense, on or before the Contingency Date, all consents, agreements, approvals, easements and adequate assurance that Buyer deems necessary or appropriate for Buyer's use of the Property.
- 3.3.7 Flood Plain. Buyer shall have determined, on or before the Contingency Date, that the Property is not located within a one hundred year flood area.
- 3.3.8 Utilities. Buyer shall have determined, at its sole cost and expense, on or before the Contingency Date, that the Property has available all requisite utility services.

- 3.3.9 Dedicated Roads. Buyer shall have determined, at its sole cost and expense, on or before the Contingency Date, that the Property has insurable access to publicly dedicated paved roads consistent with Buyer's intended use of the Property and said access is not subject to forfeiture or divestiture.
- 3.3.10 Hazardous Substances. Buyer shall have determined, on or before the Contingency Date, that the Property does not contain Hazardous Substances. The term "Hazardous Substances" as referenced in this Agreement shall generally mean any pollutant or other toxic or hazardous waste, or other substance regulated, prohibited, restricted, or controlled by any applicable federal, state, county, or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters, and shall include asbestos in any form, petrochemical wastes, PCB's and urea formaldehyde products or any substance or material determined by duly constituted authority to be capable of posing a risk to the health and safety of persons.
- 3.3.11 Proceedings. On or before the Closing Date, there shall be no legal or other transactions instituted against the Property or against the Seller or Buyer which affect Buyer's intended ownership or use of the Property.
- 3.3.12 Document Review. Buyer shall have determined, at its sole cost and expense, on or before the Contingency Date, that it is satisfied with the documentation provided by Seller pursuant to Section 4.1, if any.
- 3.3.13 Financing. Buyer having received, on or before the Contingency Date, a financing commitment acceptable to Buyer.
- 3.3.14 Lease. Buyer having obtained, on or before the Contingency Date, such fully executed leases for the Property with Buyer's prospective tenants as Buyer deems necessary.

3.4 Right of Termination. Seller agrees that in the event Buyer, in good faith based on commercially reasonable business standards, determines that the Property is not suitable for its purposes on or before the Contingency Date, or that the contingencies contained in Section 3.3 have not been satisfied on or before the Contingency Date for contingencies required to be satisfied on or before the Contingency Date, or on or before the Closing Date for contingencies required to be satisfied on or before the Closing Date, Buyer shall have the right to terminate this Agreement by written notice to Seller given not later than five (5) days after the respective Contingency Date or Closing Date. Upon such termination, the Earnest Money shall be returned to Buyer. If Buyer acknowledges the satisfaction or waiver of a contingency by written notice to Seller, Buyer shall no longer have a right to terminate this Agreement under this Section because of such contingency. If Buyer does not provide a written notice of termination by the date required above, the contingency shall be deemed satisfied. All the contingencies set forth in Section 3.3 are specifically for the benefit of the Buyer.

3.5 Extension of Contingency Date. Notwithstanding anything contained herein to the contrary, Buyer shall have the right to extend the Contingency Date for two (2) additional periods of thirty (30) days each. The first extension of the Contingency Date (the "First Extended Contingency

Date”) shall be obtained by Buyer delivering written notice to that effect to Seller on or before the Contingency Date. The second extension of the Contingency Date (the “Second Extended Contingency Date”) shall be obtained by Buyer delivering written notice to that effect to Seller on or before the First Extended Contingency Date.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

- 4.1.1 Organization and Authority. Seller is a \_\_\_\_\_ duly organized and validly existing in good standing under the laws of \_\_\_\_\_. Seller has the requisite power and authority to enter into and perform this Agreement and to transfer all of the Property in accordance with this Agreement. The person signing this Agreement and Seller’s closing documents on behalf of the Seller is authorized to do so.
- 4.1.2 Assessments. Seller has received no written notice of threatened or pending special assessments or reassessments of the Property other than those which have been identified by Title Company against the Property as of the Effective Date.
- 4.1.3 Rights of Others to Purchase Property. The Seller has not entered into any other contracts for the sale of the Property, nor has Seller granted any rights of first refusal or options to purchase the Property or any other rights to others that might prevent the consummation of this Agreement and Seller will not enter into any such contracts relating to the sale of the Property with any other parties unless this Agreement is terminated pursuant to its terms.
- 4.1.4 Proceedings. There is no action, litigation, investigation, condemnation, eminent domain or proceeding of any kind pending or threatened against the Property.
- 4.1.5 Environmental Laws. To the best of Seller’s knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, lead paint, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any Environmental Law (collectively, “Hazardous Substances”) have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property in violation of any Environmental Law, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of any Environmental Law. The term “Environmental Law” shall mean any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health or safety associated with the environment, as currently in effect. To the best of Seller’s knowledge there has been no discharge, release or threatened release of Hazardous Substances from the Property, and there are no Hazardous Substances or conditions in or on the Property that may support a

claim or cause of action under any Environmental Law. To the best of Seller's knowledge the Property is not now and never has been listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal or storage site for Hazardous Substances. Seller has maintained all records required to be kept concerning the presence, location and quantity of asbestos containing materials, and presumed asbestos containing materials, in the Property and will deliver the same to Buyer on or before closing.

- 4.1.6 Title. Seller has fee simple title to the Property subject to the Permitted Exceptions.
- 4.1.7 Liens and Encumbrances. Upon Seller's receipt of the Purchase Price at Closing, the Property will be free and clear of all liens, security interests, encumbrances, easements, leases, mortgages, mechanics' liens or other restrictions, except the Permitted Exceptions.
- 4.1.8 Access to Records. Seller shall provide to Buyer, within ten (10) days after the Effective Date, copies of all existing soil and environmental tests, engineering reports, surveys and other pertinent documents relating to the Property which are in Seller's possession or control.
- 4.1.9 Governmental Approvals. Seller shall cooperate in all reasonable respects with Buyer in obtaining governmental approvals, and shall execute such applications, permits and other documents as may be reasonably required. Seller shall not be entitled to any compensation in connection with such cooperation. Seller shall not be required to expend any funds or monies to obtain governmental approvals for Buyer's intended use of the Property.
- 4.1.10 Compliance with Laws. Seller has complied with all applicable laws, codes, ordinances and regulations with respect to the Property and the Property is in compliance with all subdivision, platting and other regulations of any governmental authority having jurisdiction over the Property. The Property constitutes a separate tax parcel or parcels and is zoned for retail use, without variance, which use is not a nonconforming use and may be conveyed without the necessity of the filing of a plat or replat or obtaining rezoning.
- 4.1.11 Contracts. Seller shall make available to Buyer, within ten (10) days after the Effective Date, correct and complete copies of all contracts in effect regarding the Property, including, but not limited to, all service, maintenance, management and lease contracts. All contracts in effect regarding the Property shall be terminated on or before the Closing Date unless previously approved in writing by Buyer.
- 4.1.1.2 Utilities. All utilities, including, but not limited to, sewer, water, gas, electricity and telephone, are available to a connection point at the exterior boundary of the Property.
- 4.1.13 Individual Sewage Treatment Systems. That no individual sewage treatment systems, whether in use or abandoned, exist within the Property.

- 4.1.14 Removal of Property from Market. During the term of this Agreement and continuing until Closing or the Buyer's interest in this Agreement has terminated, the Seller, and Seller's agents, shall not continue to offer the Property for sale.

The representations and warranties contained in this Section shall survive Closing and shall be true and correct on the Effective Date and Closing Date. Seller shall indemnify and hold Buyer harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs by reason of, or arising out of, any breach by Seller of any of the above representations and warranties, whether such breach is discovered before or after Closing. This indemnification obligation of Seller shall survive Closing or any termination of this Agreement. Consummation of this Agreement by Buyer with knowledge of any breach by Seller of the aforesaid representations and warranties shall not constitute a waiver or release by Buyer of any claim for such breach.

4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

- 4.2.1 Organization and Authority. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Minnesota. Buyer has the requisite power and authority to enter into and perform this Agreement and to acquire all of the Property in accordance with this Agreement. The person signing this Agreement on behalf of the Buyer is authorized to do so.
- 4.2.2 Indemnification for Buyer's Investigation, Studies and Engineering. Buyer shall promptly pay when due any and all charges for engineering or other studies or investigations which are specifically commissioned or requested by Buyer.
- 4.2.3 Due Diligence Investigation. Buyer agrees to proceed to investigate the Property based on Buyer's determination as to the financial viability of the Property. Buyer's investigation may include: (i) an examination of title; (ii) geotechnical investigation of the Property; (iii) environmental testing of the Property; and (iv) zoning and use letters for Buyer's intended use of the Property ("Buyer's Due Diligence Documents").

The representations and warranties contained in this Section shall survive Closing and shall be true and correct on the Effective Date and Closing Date. Buyer shall indemnify and hold Seller harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs by reason of, or arising out of, any breach by Buyer of any of the above representations and warranties, whether such breach is discovered before or after Closing. This indemnification obligation of Buyer shall survive Closing or any termination of this Agreement. Consummation of this Agreement by Seller with knowledge of any breach by Buyer of the aforesaid representations and warranties shall not constitute a waiver or release by Seller of any claim for such breach.

ARTICLE V  
CLOSING

- 5.1 Time and Place. Except as extended pursuant to this Agreement, the closing of the purchase and sale transaction contemplated by this Agreement ("Closing") shall occur on a date that is ten (10)

days after the Contingency Date, or upon such earlier date selected by Buyer, in its sole discretion, upon five (5) days notice to Seller ("Closing Date"), at the offices of Buyer's lender located in Minneapolis, Minnesota, or surrounding metropolitan area, at a time mutually agreed upon by the parties.

5.2 Seller's Obligations at Closing. At the Closing, Seller shall:

- 5.2.1 Deed. Deliver to Buyer a duly executed warranty deed in recordable form, conveying to Buyer marketable fee simple title to the Property and all rights appurtenant, free and clear of all encumbrances except the Permitted Exceptions.
- 5.2.2 Authority. Deliver to Buyer such evidence as Buyer's counsel and/or Title Company may reasonably require as to the authority of the persons executing documents on behalf of Seller.
- 5.2.3 Seller's Affidavit. Deliver to Buyer an affidavit duly executed by Seller that on the Closing Date, there are no outstanding unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property at the request of Seller for which payment has not been made and that there are no unrecorded interests in the Property known to Seller.
- 5.2.4 FIRPTA Affidavit. Deliver to Buyer an affidavit duly executed by Seller that Seller is not a "foreign person" and containing such other information as required by Section 1445 of the Internal Revenue Code.
- 5.2.5 Bring-down Certificate. Deliver to Buyer an affidavit duly executed by Seller that reaffirms the truth and accuracy of Seller's representations and warranties set forth in this Agreement as of the Closing Date.
- 5.2.6 IRS Designation Agreement. Deliver to Buyer an agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
- 5.2.7 Well Certificate. If required by law, deliver to Buyer a certificate signed by Seller warranting to the best of Seller's knowledge that there are no wells on the Property, or, if there are wells, a certificate in the form required by law.
- 5.2.8 Other Documents. Deliver to Buyer all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.

5.3 Buyer's Obligations at Closing. At Closing, Buyer shall:

- 5.3.1 Purchase Price. Pay to Seller the full amount of the Purchase Price, as increased or decreased by prorations or adjustments set forth in this Agreement, in cash, by wire transfer of immediately available funds, or by Title Company check. Buyer and

Seller agree that the Earnest Money shall be delivered to Seller at the Closing and applied towards payment of the Purchase Price.

- 5.3.2 Authority. Deliver to Seller such evidence as Seller's counsel and/or Title Company may reasonably require as to the authority of the persons executing documents on behalf of Buyer.
- 5.3.3 IRS Designation Agreement. Deliver to Seller an agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
- 5.3.4 Other Documents. Deliver to Seller all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.

5.4 Closing Costs. Seller and Buyer agree to the payment of costs in connection with the Closing as follows:

- 5.4.1 Closing Fee. On the Closing Date, Seller and Buyer each will pay one-half of any reasonable and customary fee or charge imposed by Title Company or other closing agent for the Closing, including escrow fees.
- 5.4.2 Deed Tax. On the Closing Date, Seller shall pay all state deed tax for the recording of the deed to be delivered by Seller under this Agreement. The Buyer shall pay all mortgage registry tax for the recording of any mortgage associated with Buyer's financing.
- 5.4.3 Recording Costs. On or before the Closing Date, Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement. Buyer will pay the cost of recording the deed conveying the Property to Buyer.
- 5.4.4 Attorneys' Fees. Buyer and Seller will pay their own attorneys' fees for the transaction contemplated by this Agreement, except as set forth in Section 10.15.
- 5.4.5 Other Costs. Any other costs required to be paid by Buyer or Seller pursuant to this Agreement not previously paid by Buyer or Seller prior to Closing.

## ARTICLE VI REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

6.1 Real Estate Taxes and Special Assessments. On or before the Closing Date, Seller shall pay all general real estate taxes for the Property accruing in years prior to the year of Closing. Seller shall also pay, on or before the Closing Date, all deferred taxes for the Property (including green acre taxes) and all special assessments levied or pending against the Property as of the Closing Date, including, without limitation, any installments of special assessments (or estimates thereof) and interest thereon payable after the Closing Date. General real estate taxes for the Property accruing in the year of Closing shall be apportioned between Buyer and Seller based on a 365 day calendar year

as if Buyer were vested with title to the Property on the Closing Date. In the event the actual amount of general real estate taxes or special assessments owed by Seller has not been determined, Seller shall pay the general real estate taxes and special assessments owed by Seller based on, at the option of Buyer, an estimate determined by the proper governmental authority or one hundred ten percent (110%) of the general real estate taxes and special assessments contained in the most recent tax bill. Upon final determination of the actual amount of such general real estate taxes or special assessments, Seller or Buyer shall immediately pay to the other the amount necessary to reconcile the estimate with the actual amount. The obligations of Buyer and Seller contained in this Section shall survive Closing or any termination of this Agreement.

## ARTICLE VII COMMISSIONS

7.1 Brokerage Commissions. Seller shall be responsible for the real estate commissions payable to CBRE, Inc. Except as stated herein, Buyer and Seller agree that the other party shall not be liable for any real estate commissions resulting from a party's actions with respect to the transaction contemplated under this Agreement. Buyer and Seller agree to indemnify and hold harmless the other party from any loss, liability, cost, damage or expense resulting from, or relating to, any claim for such commissions or finder's fees. This obligation of Buyer and Seller shall survive Closing or any termination of this Agreement. Except as stated herein, each party represents and warrants that no commission is being paid by either party with respect to this transaction.

## ARTICLE VIII CASUALTY AND EMINENT DOMAIN

8.1 Casualty. Prior to Closing, Seller shall have complete responsibility and liability for all damages or injury of any kind to the Property, the improvements thereon, any and all persons, whether employees or otherwise, and all property connected to the Property, except for the intentional acts of Buyer, its agents or assigns. Seller agrees to maintain Seller's current insurance coverage, if any, on the Property until Closing. If the Property is materially damaged or destroyed prior to the Closing, Seller shall immediately give notice to Buyer and Buyer shall have the right, at its option, to terminate this Agreement by giving notice. If Buyer gives notice of termination of the Agreement under this Section, the Agreement shall terminate and the Earnest Money shall be returned to Buyer. If Buyer does not give such notice within fifteen (15) days following Seller's notice, Seller shall repair the damage to the Property and all insurance proceeds payable on account of such casualty, if any, shall be held in trust by Seller for the benefit of such repair and paid over to the parties performing such repairs, if such repairs are completed prior to the Closing Date. Upon Closing, Seller shall assign and transfer to Buyer all right, title and interest in and to any insurance proceeds payable on account of such casualty. In no event shall the Purchase Price be increased by the amount of any such proceeds. If the Property is nonmaterially damaged prior to Closing, Seller shall use its best efforts to restore the Property before Closing to a condition reasonably similar to that which existed prior to such damage.

8.2 Eminent Domain. If eminent domain proceedings are commenced prior to the Closing Date against all or any part of the Property, Seller shall immediately give notice to Buyer, together with a legal description of the property being taken, and Buyer shall have the right, at its option, to terminate this Agreement by giving notice. If Buyer gives notice of termination of the Agreement

under this Section, the Agreement shall terminate and the Earnest Money shall be returned to Buyer. If Buyer does not give such notice within fifteen (15) days following Seller's notice, then the parties shall proceed to Closing, with no reduction in the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest to appear in and receive any award from such proceeding. In the event any awards are made prior to Closing, Seller shall place such awards in escrow with Title Company, which will release such awards to Buyer upon Closing or to Seller upon termination of this Agreement.

## ARTICLE IX DEFAULT AND REMEDIES

9.1 Default. Buyer or Seller shall be in default under this Agreement if either fails to observe, perform or comply with any term, condition or obligation of this Agreement and such failure continues for a period of ten (10) days after written notice of the failure to the Buyer or Seller from the other party.

9.2 Remedies. Upon default by a Buyer or Seller, the other party shall have the following remedies:

9.2.1 Buyer's Remedies. Upon Seller's default under this Agreement, then the remedies available to Buyer shall be (i) to terminate this Agreement pursuant to law by written notice to Seller and to receive the return of the Earnest Money, (ii) to seek specific performance of this Agreement on or before six (6) months after Seller's default during which time the Closing will be postponed until such time as Seller has cured its default, or (iii) to seek any remedy or damages available at law or in equity. All rights, powers, options or remedies available to Buyer pursuant to this Agreement shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar any other rights, powers, options or remedies allowed hereunder or by applicable law. The rights and remedies of this Section shall survive Closing or any termination of this Agreement.

9.2.2 Seller's Remedies. Upon Buyer's default under this Agreement, then the sole remedy available to Seller shall be to terminate this Agreement by providing ten (10) days prior notice and any additional required notice by written notice to Buyer and upon such termination to receive the Earnest Money and delivery of a copy of the Buyer's Due Diligence Documents. Upon such termination and release of the Earnest Money, and delivery of a copy of the Buyer's Due Diligence Documents, Buyer shall be released from all liability hereunder and neither party shall have further rights or obligations under this Agreement. Seller expressly waives its rights to seek any other rights or remedies or damages in the event of Buyer's default with the exception of Buyer's covenant and obligation to indemnify and hold Seller harmless as set forth in Section 3.1 of this Agreement. The rights and remedies of this Section shall survive Closing or any termination of this Agreement.

## ARTICLE X MISCELLANEOUS

10.1 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

10.2 Severability. In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with the law of the jurisdiction, the remaining provisions of this Agreement shall continue to be valid, enforceable and not be affected by such holding.

10.3 Waiver. No term or condition of this Agreement will be deemed waived or amended unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

10.4 Assignment. Either party may assign its rights under this Agreement before or after the Closing. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

10.5 Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States mail, postage prepaid, either certified or first class mail, or (d) facsimile transmission. All notices shall be sent to a party at the address set forth below, or to such other address or person as the party shall have designated in writing. Notices shall be deemed given upon the earlier of the date of actual receipt or (i) at the time of delivery if by personal delivery, or (ii) as of the date of first attempted delivery if by overnight delivery or certified mail.

If to Seller:                      Blaine Economic Development Authority  
Attn: Erik Thorvig  
10801 Town Square Drive  
Blaine, MN 55449  
Email: ethorvig@blainemn.gov

If to Buyer:                      Oppidan Holdings, LLC  
Attn: Paul Tucci  
400 Water Street, Suite 200  
Excelsior, MN 55331  
Email: paul@oppidan.com

10.6 Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may reasonably be requested by the other party, to further consummate the transaction contemplated by this Agreement, without further consideration.

10.7 Third Party Beneficiaries. The provisions of this Agreement and of the documents to be executed and delivered at Closing are for the benefit of Buyer and Seller only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.8 Termination. If this Agreement is terminated by either Buyer or Seller pursuant to a right of termination expressly set forth in this Agreement, neither party shall have any further rights or

obligations under this Agreement, except for the obligations concerning the Earnest Money as set forth in this Agreement and to the extent any rights or obligations expressly survive such termination.

10.9 Time of Essence/Acceptance Deadline. Time is of the essence of this Agreement.

10.10 Calculation of Time Periods. Except as specifically set forth in this Agreement, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is on a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

10.11 Governing Law. This Agreement shall in all respects be interpreted, construed and enforced according to the laws of the state where the Property is located.

10.12 Counterparts. This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date.

10.13 Captions. The captions and headings contained in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.

10.14 Construction. Seller and Buyer and their respective counsel have reviewed and revised this Agreement. Seller and Buyer acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.15 Attorneys’ Fees and Costs. In the event of litigation arising out of breach or claimed breach of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred as a result, including attorneys’ fees and costs.

10.16 Tax Deferred Exchange. Buyer and/or Seller may enter into the transaction contemplated under this Agreement as part of a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Buyer and Seller agree to cooperate fully with each other in order to implement any such exchange. Buyer and Seller acknowledge that any exchange of a party shall be at no cost to the other party and shall not release or diminish a party’s obligations and liability under this Agreement.

10.17 Survival. Except to the extent set forth in this Agreement, all of the terms of this Agreement, including, without limitation, the representations and warranties contained herein, shall survive and be enforceable after the Closing and delivery of the warranty deed.

10.18 Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the parties with respect to such matters. No other agreement, statement or

promise made by any party and no amendment, modification or other change of any provision of this Agreement shall be effective unless in writing signed by the parties.

10.19 Development Requirements. Within one (1) year from the Date of Closing, Buyer shall begin construction of an auto body and glass repair facility on the subject Property. The improvements constructed must be consistent with City approved Building and Site Plans. If the Buyer fails to satisfy any of these conditions, the Seller may cancel the sale and the title of the Property shall revert to the Seller. Upon the request of the Buyer and following completion of the required improvements on the site, Seller shall within thirty (30) days prepare and deliver to Buyer a recordable Waiver of Right to Reversion.

(Signature pages follow.)

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase and Sale Agreement as of the Effective Date.

SELLER:

BLAINE ECONOMIC DEVELOPMENT  
AUTHORITY

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Buyer  
have executed this Purchase and Sale Agreement as of  
the Effective Date.

BUYER:

OPPIDAN HOLDINGS, LLC,  
A Minnesota limited Liability Company

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By: David Scott  
Its: Vice President

## EXHIBIT A

[depiction of the Property]