

AGREEMENT FOR ASSIGNMENT OF PURCHASE AGREEMENT
(Noble Hill, Eden Prairie, MN)

This Agreement for Assignment of Purchase Agreement (this “Agreement”) is made and entered into effective as of September __, 2023 (the “Effective Date”), by and between **TDI Holdings LLC**, a Minnesota limited liability company (“Assignor”), and **Riley Purgatory Bluff Creek Watershed District**, a watershed district with purposes and powers as set forth in Minnesota Statutes Chapters 103B and 103D (“Assignee”).

RECITALS

A. Assignor, as buyer, has entered into that certain Purchase and Sale Agreement dated November 10, 2021, as amended by Amendment to Purchase and Sale Agreement dated December 7, 2021, Second Amendment to Purchase Agreement dated December 23, 2021, Third Amendment to Purchase Agreement dated January 17, 2022, Fourth Amendment to Purchase Agreement dated January 26, 2022, and Fifth Amendment to Purchase Agreement dated March, 2022 (collectively, the “Purchase Agreement”), with **John B. Standal** and **Carol L. Standal**, husband and wife as joint tenants, (collectively “Seller”), pursuant to which Assignor is purchasing approximately 27.52 acres of real property located in the City of Eden Prairie (the “City”), County of Hennepin, and State of Minnesota, that is described in the Purchase Agreement, together with all easements and rights (including any entitlements and permits and approvals) related to said real property (collectively, the “Property”).

B. The Purchase Agreement is attached hereto as **Exhibit A**. The Property is legally described in **Exhibit B** attached hereto.

C. Subject to the terms and conditions in this Agreement, Assignee desires to purchase and acquire from Assignor, and Assignor desires to assign and sell to Assignee, all of Assignor’s rights, title and interest in, to and under the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **PURCHASE AND SALE.** At the price and upon the terms, conditions and provisions herein contained, Assignor agrees to sell, assign, transfer and convey to Assignee, and Assignee agrees to purchase and acquire from Assignor, all of Assignor’s rights, title and interests in, to and under the Purchase Agreement. Defined terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

2. **PURCHASE PRICE.** The total purchase price to be paid by Assignee at Closing (as hereinafter defined) for the assignment contemplated in this Agreement and for the Property pursuant to the Purchase Agreement shall be **\$5,775,000.00**, with the purchase price for the assignment contemplated in this Agreement (the “Assignment Purchase Price”) being the difference between **\$5,775,000.00** and the Purchase Price, as defined therein, payable by Assignor to Seller pursuant to the Purchase Agreement. The Assignment Purchase Price to be paid at Closing shall be paid to Assignor by wire transfer of immediately available funds, as the same may be adjusted for prorations contemplated in this Agreement. In addition, and simultaneously with the Closing, Assignee shall close directly on the purchase of the Property from Seller pursuant to the terms of the Purchase Agreement, for the Purchase Price, as defined therein, payable by Assignee to Seller pursuant to the Purchase Agreement, as the same may be adjusted for prorations contemplated in the Purchase Agreement. As provided in Section 10(g), the Purchase Price may be reduced by any applicable Conservation Easement Purchase Price paid to Seller at Closing.

3. Acknowledgment Regarding Certain Matters Affecting the Property. Assignee acknowledges and agrees that it is aware of the following matters pertaining to the Property: (i) that the plant kittentail may be located on two (2) of the lots within the Property previously planned to be platted and developed with a single-family home (the “Kittentail Lots”), and that if that is the case, in order to develop and grade and build a home on the Kittentail Lots it is necessary to relocate the kittentail to a location acceptable to the Minnesota Department of Natural Resources (“DNR”) and to obtain a permit from the DNR (the “DNR Permit”) to relocate the kittentail to the location acceptable to the DNR; (ii) that the Property is subject to that certain lawsuit between Assignee and Spring Valley Friends, LLC challenging a permit issued by Assignee with respect to the Property (Case No. 27-CV-21-11618 and Case No. A22-1697, before the Minnesota Court of Appeals (which Spring Valley Friends Lawsuit has been dismissed, pending any further possible appeals); and (iii) that the Property is subject to that certain lawsuit State of Minnesota by Spring Valley Friends, LLC v. Riley Purgatory Bluff Creek Watershed District and Rachel Contracting, LLC, filed in District Court State of Minnesota on August 18, 2023 (Case No. 10-CV-23-842) challenging development of the Property and seeking injunctive relief. Collectively, (ii) - (iii) shall be referred to as the “Spring Valley Friends Lawsuits”. Subject to other terms and conditions of this Agreement, Assignee hereby acknowledges, agrees, and confirms that it is willing to acquire the Property notwithstanding the possible presence of the Kittentail Lots and any related DNR Permit requirements and notwithstanding the Spring Valley Friends Lawsuits. Accordingly, neither the status of the Kittentail Lots, nor the requirement and/or status of the DNR Permit, nor the status of the Spring Valley Friends Lawsuits, will be a condition to Assignee’s obligations hereunder.

4. EARNEST MONEY.

(a) PA Earnest Money. Pursuant to the Purchase Agreement, Assignor has deposited **\$25,000.00** with the Title Company (as hereinafter defined) to be held as earnest money (the “PA Earnest Money”). The PA Earnest Money is non-refundable, but will be credited toward the Purchase Price under the Purchase Agreement.

(b) Assignment Earnest Money. Within three (3) Business Days after the Effective Date, Assignee will deliver to First American Title Insurance Company (the “Title Company”) an earnest money deposit of cash in the amount of **\$50,000.00** (the “Assignment Earnest Money”). The Assignment Earnest Money shall be held and disbursed by the Title Company in accordance with the terms of this Agreement and the parties agree to promptly direct the Title Company in accordance with such terms. Except as otherwise expressly provided in this Agreement (e.g., if this Agreement is terminated by Assignee pursuant to Section 6 or another applicable termination rights hereunder), the Assignment Earnest Money shall be and is non-refundable to Assignee.

(c) Application of Earnest Money. At the Closing, Assignee shall pay to Assignor an amount equal to the PA Earnest Money and Assignee shall then receive a credit to the Purchase Price under the Purchase Agreement for the PA Earnest Money. At the Closing, the Assignment Earnest Money shall be applied to the Assignment Purchase Price.

5. SURVEY AND TITLE. Assignor has provided Assignee with a copy of (i) a Commitment for Title Insurance with respect to the Property, issued by Title Company, File No. NCS-1099438-1-MPLS, with effective date of January 9, 2022 at 7:30 A.M. (the “Title Commitment”), and (ii) an ALTA/NSPS LAND TITLE SURVEY of the Property dated January 21, 2021, prepared by Alliant Engineering (the “Survey”), and (iii) Assignor’s title objection letter to Seller dated December 10, 2021, delivered pursuant to Section 6 of the Purchase Agreement (the “Title Objection Letter”). So long as Seller and Title Company take action as required by Assignor in the Title Objection Letter, and Title Company is willing to issue an owner’s title insurance policy pursuant to the Title Commitment consistent with the requirements of Assignor set forth in the Title Objection Letter, Assignee will accept title as insured or to be insured

pursuant to such owner's title insurance policy and the Condition to Closing set forth in clause (b) of Section 8 below will have been satisfied. The premium for such owner's title insurance policy shall be paid by Assignee.

6. FEASIBILITY PERIOD. For purposes of this Agreement, the term "Feasibility Period" means the period commencing on the Effective Date and ending on the date that is **60 days** after the Effective Date. Assignee shall have until the expiration of the Feasibility Period to terminate this Agreement for any reason or no reason, other than title and survey matters which shall be dealt with pursuant to Section 5 above, by delivering written notice of the termination to Assignor (the "Termination Notice"). If Assignee has determined on or before the expiration of the Feasibility Period that Assignee is satisfied with the contingencies that are applicable as of the expiration of the Feasibility Period and Assignee elects to proceed to Closing (subject to the Conditions to Closing), then Assignee may deliver to Assignor a notice to proceed (a "Notice to Proceed") and the Assignment Earnest Money shall become non-refundable except as otherwise expressly provided herein (e.g., if this Agreement is terminated by Assignee because one of the conditions in Section 8 is not timely satisfied, if there is an uncured default by Assignor under Section 12, etc.). If Assignee does not issue either a Termination Notice or a Notice to Proceed prior to 11:59 p.m. (Minnesota time) on the date of the expiration of the Feasibility Period, then Assignee shall be deemed to have issued a Notice to Proceed. If Assignee issues a conditional Notice to Proceed requiring any changes or amendments to this Agreement and Assignor does not accept such conditions by counter-execution thereof by 11:59 p.m. (Minnesota time) on the second (2nd) Business Day following the expiration of the Feasibility Period, then this Agreement shall be terminated and Assignee shall issue a Termination Notice to Assignor prior to 11:59 p.m. (Minnesota time) on the third (3rd) Business Day following the expiration of the Feasibility Period. If Assignee issues a Termination Notice, Assignee and Assignor shall execute a Termination Agreement in the form of Exhibit C attached hereto and Title Company shall promptly return the Assignment Earnest Money to Assignee. Thereafter, Assignee and Assignor shall have no obligations or liabilities under this Agreement, except for those obligations or liabilities that expressly survive the termination of this Agreement. If Assignee fails to issue a Termination Notice as required herein, Assignee shall be deemed to have issued a Notice to Proceed.

7. RIGHT TO INSPECT PROPERTY. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, during normal business hours and, upon reasonable prior notice to Assignor (who shall immediately notify Seller), Assignee and its agents, contractors and representatives, at Assignee's sole cost and expense, have the continuing right to enter upon the Property for purposes of performing inspections, investigations and tests, including, without limitation, soil borings, environmental testing and geotechnical testing, provided that Assignee may do any invasive environmental testing only with the prior written consent of Assignor and Seller, not to be unreasonably withheld, conditioned, or delayed. Assignee acknowledges that Assignor does not have any possessory rights or control over the Property and is not expressly empowered to grant Assignee access to the Property for such investigation. Notwithstanding the foregoing, Assignor shall cooperate with Assignee to obtain from Seller approval for Assignee to enter the Property for the purpose of conducting its due diligence investigation of the Property. Assignor shall, without charge to Assignee, cooperate in Assignee's attempts to obtain (i) a Conservation Easement (as defined in Section 10(g) below) and (ii) all governmental approvals and permits required to allow the lawful use of the Property for Assignee's intended purposes and shall cooperate with Assignee to obtain Seller's approval of the same. Such cooperation will include, without being limited to, the signing of all documents necessary or incident to the processing of such applications and attendance at whatever meetings may be required in order that Assignee may receive approval of such applications. Such inspections, investigations, surveys and tests may not unreasonably interfere with any existing operations or occupants of the Property, except as is necessary to perform Assignee's investigation. Assignee will promptly restore and repair any damage or disturbance to the Property to reasonably the same condition existing prior to Assignee's inspections, investigations or tests to the extent such damage was caused by Assignee or its agents, contractors or representatives. Assignee will indemnify, defend and hold Assignor

and Seller harmless from and against all claims and liabilities, including without limitation, attorneys' fees, for personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by Assignee's or its agent's, contractor's or representative's entry onto the Property. The foregoing repair, indemnity and hold harmless obligations, however, do not apply to (i) any loss, liability, cost or expense arising from or related to the acts or omissions of Assignor and/or Seller, or their respective agents or consultants, (ii) any diminution in value of the Property arising from or relating to matters discovered by Assignee during its investigation of the Property, (iii) any latent defects in the Property discovered by Assignee, or (iv) the release or spread of any Hazardous Substances (as hereinafter defined) which are discovered (but not deposited) on or under the Property by Assignee. The obligations of Assignee in this Section 7 shall not be merged into the Assignment (as hereinafter defined), the Deeds or any other documents to be delivered hereunder, but instead shall survive the termination of this Agreement and the Closing.

8. CONDITIONS TO CLOSING. In addition to the performance by Assignor hereunder, and Seller under the Purchase Agreement, Assignee's obligation to close hereunder is subject to the satisfaction of the conditions set forth below in this Section 8 (the "Conditions to Closing") as of the Closing, any of which may be waived in whole or in part by Assignee in writing at or before the Closing. If the Conditions to Closing are not satisfied or waived in writing by Assignee on or before the Closing Date, then Assignee may terminate this Agreement upon ten (10) days written notice specifying in detail the condition that is not satisfied. If Assignor does not remedy the unsatisfied condition within such 10-day period, then Assignee and Assignor shall execute a Termination Agreement in the form of Exhibit C attached hereto and the Assignment Earnest Money shall be promptly returned to Assignee. Thereafter, Assignee and Assignor shall have no obligations or liabilities under this Agreement, except for those obligations or liabilities that expressly survive the termination of this Agreement; provided, however, if a Condition to Closing is not satisfied because of a default by either party, the non-defaulting party will have the right to exercise the remedies described in Section 12 below.

(a) Truth of Representations and Warranties and Compliance with Covenants. The representations and warranties of Assignor set forth herein, and those of Seller in the Purchase Agreement, will be true in all material respects at Closing with the same force and effect as if such representations and warranties were made on and as of such Closing, and Assignor shall have fully and timely performed all covenants and obligations required to be performed by Assignor under this Agreement on or before the Closing.

(b) Title Policy. The status of title shall be as required herein, and the Title Company shall have irrevocably committed to issue the owner's title insurance policy on the terms set forth in Section 5 above.

(c) Financing. On or before the date that is 15 days before the Closing Date, Assignee shall have secured financing from Hennepin County (the "County Financing") for use by Assignee in connection with its purchase of the Property under this Agreement (the "County Financing Contingency"). Assignee shall use commercially reasonable efforts to obtain the County Financing upon terms and conditions acceptable to Assignee in its sole discretion. Assignee shall keep Assignor reasonably informed of its efforts to obtain County Financing and shall, upon securing County Financing, promptly deliver to Assignor written notice, which notice shall satisfy the County Financing Contingency for purposes of this Agreement.

(d) Regulatory Approvals. On or before the date that is 15 days before the Closing Date (as the same may be extended by the Extension Option, defined below), Assignee, at its sole cost and expense, shall have completed the statutory processes as required by Minnesota Statutes Chapter 103B which are necessary for the acquisition of the Property, including a water resources

management plan amendment and project ordering. Assignee shall use commercially reasonable efforts to complete such processes.

(e) No Adverse Change; Delivery Condition. On the Closing Date, (i) the Property shall be in the condition as required under the Purchase Agreement; (ii) there shall be no judicial or administrative or condemnation proceeding pending or threatened concerning the Property, except for those specified in Section 3; and (iii) since the expiration of the Feasibility Period there shall have been no material, adverse change with respect to the Property's compliance with applicable zoning, health safety, and/or environmental laws, rules, and ordinances relating in any way to the Property or Assignee's intended development, construction, ownership, use and occupancy thereof.

(f) Purchase Agreement. At Closing, the Purchase Agreement shall be in full force and effect, and there shall be no uncured defaults of Assignor or Seller thereunder and no circumstances have occurred that, but for the passage of time, would constitute a default thereunder.

9. CLOSING AND DELIVERIES.

(a) Closing. Subject to the Extension Option, the closing of the transaction contemplated by this Agreement (the "Closing"), which shall be simultaneous with the closing contemplated in the Purchase Agreement, shall occur no later than thirty (30) calendar days after the expiration of, or Assignee's earlier written waiver of, the Feasibility Period, or such other date as may be agreed upon by Assignor, Assignee and Seller, and provided that Assignor and Assignee shall use commercially reasonable efforts to cause the Closing to occur as soon as reasonably practical after the expiration of, or Assignee's earlier written waiver of, the Feasibility Period. The term "Closing Date" means the date that the Closing actually occurs.

(b) Extension Option. Notwithstanding anything to the contrary herein, Assignee shall have the one time right to extend the Closing Date described in Section 9(a) by up to 60 additional days for the sole purpose of satisfying the conditions described in Section 8(c) and/or Section 8(d) (the "Extension Option"), by (i) delivering notice to Assignor of Assignee's exercise of the Extension Option by no later than 15 days before the originally scheduled outside Closing Date (provided that Assignee shall use commercially reasonable efforts to (A) provide any such notice to Assignor as soon as reasonably practical if Assignee elects to exercise the Extension Option; and (B) limit as much as reasonable practical the amount of time by which Assignee extends the Closing Date) and (ii) depositing with the Title Company an additional **\$50,000** in cash (the "Extension Deposit") on or before such notice date, which Extension Deposit will be considered to be part of the Assignment Earnest Money hereunder, and as such, applicable to the Purchase Price, but shall be non-refundable except in the event that Assignee terminates this Agreement because (A) one of the other conditions to Closing in Section 8 (other than Sections 8(c) and 8(d)) is not satisfied at Closing, (B) there is a breach of representation or warranty under Section 11(a), or (C) there is an uncured default by Assignor under Section 12.

(c) Assignor's Deliveries. On the Closing Date, Assignor shall execute and deliver to Assignee and/or cause to be executed and/or delivered to Assignee:

(i) Assignment. An assignment of Assignor's rights under the Purchase Agreement, in the form attached hereto as **Exhibit D** (the "Assignment");

(ii) Deeds. A recordable general warranty deed from Seller (the "Deed"), subject only to the matters set forth in the owner's title insurance policy issued or to be

issued to Assignee as provided in Section 5 above, and Assignor will deliver a recordable Quit Claim Deed to Assignee for the Property;

(iii) Conservation Easement. If applicable, any Conservation Easement in accordance with the terms and conditions of Section 10(g) hereof.

(iv) Bring-down Certificate. A Bring-down Certificate by which Assignor certifies to Assignee that all of the representations and warranties of Assignor contained in this Agreement and those of Seller in the Purchase Agreement are true and correct in all material respects on the Closing Date;

(v) Affidavits. Any affidavits in form sufficient and acceptable to Title Company, so as to allow it to eliminate the standard general exceptions, including the parties in possession, construction liens, gap exceptions and the standard survey exception, to the extent such survey exception can, with the Survey and a no change in survey affidavit from Seller, be deleted from the Title Commitment and the title insurance policy to be issued pursuant thereto;

(vi) FIRPTA. A Non-Foreign Transferor Affidavit from Assignor and Seller sufficient to comply with the requirements of Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder, stating under penalty of perjury that neither Assignor nor Seller is a foreign person as defined by Internal Revenue Code Section 1445(f)(3);

(vii) Closing Statements. A settlement statement for the Closing between Assignor and Assignee and/or a settlement statement for the closing under the Purchase Agreement all as issued by Title Company to be executed by Seller, Assignor, Assignee and Title Company (each a "Closing Statement" and collectively, the "Closing Statements"); and

(viii) Other Documents. Any other documents reasonably necessary to effectuate the consummation of the transaction contemplated by this Agreement.

(d) Assignee's Deliveries. On the Closing Date, Assignee shall execute and/or deliver to Assignor:

(i) Assignment. The Assignment;

(ii) Closing Statements. The Closing Statements;

(iii) Other Documents. Any other document reasonably necessary to effectuate the consummation of the transaction contemplated in this Agreement; and

(iv) Purchase Price. The Assignment Purchase Price (as adjusted for prorations specified elsewhere herein) by wire transfer in immediately available funds. In addition, Assignee shall pay the Purchase Price, as defined therein, payable to Seller pursuant to the Purchase Agreement, as the same may be adjusted for prorations contemplated in the Purchase Agreement, and shall pay all other amounts shown on the Closing Statement as payable by the buyer thereunder.

(e) Prorations. Except as otherwise provided herein, Assignor and Assignee shall each pay its own attorneys' fees in connection with the transaction contemplated by this Agreement. At Closing, (i) Assignee shall pay those prorations and costs and expenses payable by the buyer under the Purchase Agreement, (ii) Seller shall pay those prorations and costs and expenses payable by Seller under the Purchase Agreement, (iii) Assignor and Assignee shall each pay one-half of any Closing fee and other amounts for the Closing between Assignor and Assignee, (iv) Assignor shall pay all fees and costs incurred by Assignor in connection with its due diligence activities with respect to the Property; and (v) Assignee shall pay all fees and costs incurred by Assignee in connection with its due diligence activities with respect to the Property.

10. ASSIGNOR COVENANTS.

(a) Delivery of Property Documents. Assignor has delivered to Assignee any plats, plans, surveys, environmental studies, soil tests, engineering studies, borings, development agreements, traffic studies, test data, archeological surveys, wetland reports, engineering plans, architectural and/or landscaping plans, and other materials and documents affecting or relating to the Property which Assignor has in its possession or under its control, including any such materials and documents obtained from Seller and the City, and will promptly deliver to Assignee any such materials and documents, if any, that Assignor updates or obtains or that come under Assignor's control after the Effective Date until the Closing, and which are not otherwise available to Assignee directly (all of the foregoing described materials and documents being herein collectively referred to as the "Property Documents"). At Assignee's request and at Assignee's sole cost and expense, Assignor agrees to cooperate with Assignee in obtaining a reliance letter from the third party issuing the applicable Property Document and/or the consent of such third party, if required, to the assignment of such Property Document to Assignee at Closing; provided, however, that the failure to obtain any such reliance letter or consent shall not affect the rights and obligations of the parties under this Agreement. Assignor hereby grants Assignee permission to have communications directly between Assignee and any such third party that prepared a Property Document. Assignor also hereby authorizes Assignee to obtain any documents from the City relating to the Property including documents prepared by or for prior prospective purchasers of the Property.

(b) Seller Documents. If Assignor receives any documents or notices from Seller relating to the Property or the Purchase Agreement during the period between the Effective Date and the Closing Date, Assignor shall promptly deliver copies of such documents and notices to Assignee.

(c) Transactions and Encumbrances Affecting the Property. After the Effective Date until the termination of this Agreement or the Closing Date, Assignor shall not, and shall take commercially reasonable efforts to ensure that Seller does not, do any of the following without the prior written consent of Assignee: (i) enter into any oral or written agreement which will affect the Property after Closing or that obligates or is enforceable against any owner of the Property after Closing including, but not limited to, any transaction with respect to or affecting the Property which would restrict Assignor's ability to perform its obligations under this Agreement; (ii) apply for or seek any entitlement, permit or other governmental approval with respect to the Property, except as contemplated in this Agreement; or (iii) sell or encumber or grant any interest in the Property if such sale, encumbrance or grant would survive Closing or prevent the consummation of the transaction contemplated by this Agreement.

(d) Representations and Warranties. After the Effective Date until the termination of this Agreement or the Closing Date, Assignor shall not take any actions, or omit to take an action

where Assignor is obligated to so act hereunder, that would make any of Assignor's representations and warranties in this Agreement untrue in any material respect.

(e) Purchase Agreement Matters; Compliance Under Purchase Agreement. Assignor shall, promptly after Assignee's and Assignor's mutual execution of this Agreement, deliver to Assignee a true and complete copy of the Underlying Purchase Agreement and any amendments or supplements thereto. By no later than the expiration of the Feasibility Period, Assignor shall (i) obtain Seller's written consent to the assignment of the Purchase Agreement pursuant to this Agreement and (ii) enter into any necessary amendment to the Purchase Agreement with Seller to ensure, to the best of Assignor's ability, that the Purchase Agreement remains in full force and effect through the earlier of Closing or termination of this Agreement, in each case, in form and substance approved in advance by Assignee. If Assignor is unable to obtain such consent and amend the Purchase Agreement to comply with the terms of this Agreement, either Assignor or Assignee may terminate this Agreement upon written notice to the other party at any time before such consent and amendment may be obtained. If either Assignor or Assignee issues such a termination notice, Assignee and Assignor shall execute a Termination Agreement in the form of **Exhibit C** attached hereto and Title Company shall promptly return the Assignment Earnest Money to Assignee. As of the date hereof, Assignor confirms to Assignee that Assignor has requested from Seller the consent and amendment as described in (i) and (ii). Assignee shall keep Assignor reasonably informed of its efforts to obtain the same and shall use commercially reasonable efforts to obtain the same as soon as reasonably practical after the Effective Date.

Assignor has and shall continue to comply with and enforce all terms and conditions of the Purchase Agreement and, during any period in which there is not an uncured default (beyond any applicable notice, grace or cure period) by Assignee, shall not modify, amend, terminate or assign the Purchase Agreement or rights thereunder, or provide any consent, waiver or approval thereunder, without Assignee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Furthermore, Assignor shall otherwise cause the Purchase Agreement, to the best of Assignor's ability, to remain in full force and effect through the earlier of Closing (including as may be extended by the Extension Option) or the earlier termination of this Agreement. Assignor shall promptly provide Assignee with copies of any modifications or amendments to the Purchase Agreement (approved by Assignee as provided above), any written notices sent by Assignor or Seller in accordance with the Purchase Agreement after the Effective Date, and immediately notify Assignee of any default or alleged default under the Purchase Agreement and the occurrence of any circumstance that, but for the passage of time and to Assignor's actual knowledge, would constitute a default under the Purchase Agreement. Any default by Assignor under the Purchase Agreement occurring prior to the Closing shall constitute a default by Assignor hereunder. After the Effective Date until the Closing Date or termination of this Agreement, Assignor shall use all reasonable efforts to enforce the terms and conditions of the Purchase Agreement, including but not limited to pursuing all rights and remedies available to Assignor against Seller, if Seller defaults under the Purchase Agreement.

(f) Collateral Assignment of Purchase Agreement. As collateral security for all obligations of Assignor under this Agreement, Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's rights and claims, but not its obligations unless expressly assumed in writing by Assignee, under the Purchase Agreement, provided that and so long as Assignee is not in default beyond any applicable notice, cure, and/or grace periods. The rights assigned hereunder include, and are not limited to, any and all rights and rights of enforcement of Assignor regarding warranties, representations, covenants and indemnities made by Seller under the Purchase Agreement. Upon the occurrence and during the continuance of a default by Assignor hereunder, provided that and so long as Assignee is not in default beyond any applicable notice, cure, and/or

grace periods, Assignee may enforce, either in its own name or in the name of Assignor, all rights of Assignor under the Purchase Agreement, including, without limitation, to (i) bring suit to enforce any rights under the Purchase Agreement, (ii) compromise or settle any disputed claims as to rights under the Purchase Agreement, (iii) give releases or acquittances of rights under the Purchase Agreement, and/or (iv) do any and all things necessary, convenient, desirable or proper to fully and completely effectuate the collateral assignment of the rights under the Purchase Agreement pursuant hereto. Subject to Assignee's performance of its obligations and so long as Assignee is not in default hereunder beyond any applicable notice, cure, and/or grace periods, Assignor hereby constitutes and appoints Assignee or Assignee's designee as Assignor's attorney-in-fact with full power in Assignor's name, place and stead to do or accomplish any of the aforementioned undertakings upon the occurrence and during the continuance of a default hereunder and to execute such documents or instruments in the name or stead of Assignor as may be necessary, convenient, desirable or proper in Assignee's sole discretion upon the occurrence and during the continuance of a default by Assignor hereunder. The aforementioned power of attorney shall be a power of attorney coupled with an interest and be irrevocable provided that and so long as Assignee is not in default beyond any applicable notice, cure, and/or grace periods. In the event any action is brought by Assignee to enforce any rights under any of the Purchase Agreement, Assignor agrees to fully cooperate with and assist Assignee in the prosecution thereof, provided that and so long as Assignee is not in default hereunder beyond any applicable notice, cure, and/or grace periods.

(g) Conservation Easement. Assignor shall, and shall use commercially reasonable efforts to cause Seller to, cooperate with Assignee to affect and enable the acquisition of a conservation easement over a portion of the Property by Hennepin County, the Minnesota Land Trust, and/or another conservation organization (a "Conservation Easement"). Any such Conservation Easement may be on terms and conditions acceptable to Assignee in its sole discretion and may be effective at or after Closing (and if the Conservation Easement is to be effective at Closing, Assignor shall cause Seller, with cooperation of Assignee, to execute the same at Closing, subject to the other terms and conditions of this Agreement). If a Conservation Easement is so acquired at Closing, any purchase price for said Conservation Easement (the "Conservation Easement Purchase Price") may be paid directly to Seller by the grantee of any such Conservation Easement, and any Conservation Easement Purchase Price so paid shall be deducted from the Purchase Price due at Closing under the Purchase Agreement.

11. REPRESENTATIONS AND WARRANTIES.

(a) Assignor's Representations and Warranties. Assignor represents and warrants to Assignee as of the Effective Date and again on the Closing Date:

(i) Organization. Assignor is duly formed under the laws of the State of Minnesota and is in good standing under the laws of the State of Minnesota, is duly qualified to transact business in Minnesota, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Assignor pursuant hereto. This Agreement has been duly executed and delivered by Assignor and is a valid and binding obligation of Assignor enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Assignor pursuant hereto have each been duly authorized by all necessary entity action on the part of Assignor and the execution, delivery and performance of this Agreement and such documents and instruments does and will not conflict with or result in a violation of Assignor's articles of organization or member control agreement or operating agreement, or any judgment, order

or decree of any court or arbiter to which Assignor is a party, or any agreement to which Assignor is bound or subject.

(ii) Purchase Agreement. The Purchase Agreement is a true, correct and complete copy of the Purchase Agreement and, other than the Title Objection Letter, there are no other agreements by and between Assignor and Seller relating to the Property which are not fully reflected in the Purchase Agreement. The Purchase Agreement has not been modified or amended, except as reflected in the Recitals hereof, terminated or assigned, and, to Assignor's actual knowledge, Assignor has not waived any of its rights thereunder. The Purchase Agreement is in full force and effect and, to Assignor's actual knowledge, there are no existing defaults thereunder by Assignor or Seller. Assignor has obtained (or will obtain in accordance with Section 10(e)), Seller's consent to the assignment of Assignor's interest as buyer in the Purchase Agreement to Assignee.

(iii) No Claims/Investigations. Except for the Spring Valley Friends Lawsuits (defined above), assignor has received no notice nor is Assignor aware of any claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Property or Seller's ownership thereof.

(iv) Property Documents. To Assignor's actual knowledge, any and all Property Documents delivered or to be delivered by Assignor to Assignee are and shall be true, correct and complete copies of the documents in Assignor's possession and control.

(v) Possessory Interests. To Assignor's actual knowledge, other than Seller and family members of Seller (all of whom will have vacated or will vacate the Property on the Closing Date), there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof, including, without limitation, a tenant under any oral or written lease or sign lease or any license affecting the Property.

(vi) No Litigation. Except for the Spring Valley Friends Lawsuits (defined above), to Assignor's actual knowledge, there are no judgments, claims, causes of action, or other litigation or proceedings pending or threatened that relate to or affect the Property, Seller's or Assignor's interest in the Property or Assignor's performance hereunder, or which could result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property. Assignor has performed no independent search of the status of litigation or proceedings pending or threatened against Seller or the Property.

Assignor shall promptly notify Assignee if Assignor becomes aware of any transaction or occurrence, discovered before the Closing, that would make any of the representations or warranties of Assignor untrue in any material respect, and upon such disclosure to Assignee, the representations and warranties of Assignor shall be deemed modified to include such disclosure, and if any such disclosure is before the expiration of the Feasibility Period, Assignee shall have the right to terminate this Agreement and receive a refund of the Assignment Earnest Money, and if any such disclosure is after the expiration of the Feasibility Period, Assignee shall have the right to terminate this Agreement, receive a refund of the Assignment Earnest Money, and Assignor shall reimburse Assignee for Assignee's Third Party Costs (as defined below) incurred after the Effective Date through the date of such termination, subject to the Cap (as defined below). Assignor shall reimburse and indemnify, defend and hold harmless Assignee and its successors and assigns, from and against all liability, damages and losses whatsoever, including reasonable attorneys' fees, resulting from any material breach of warranty or misrepresentation made by Assignor herein or in

any document, certificate or exhibit given or delivered in connection herewith. Except as herein expressly stated, Assignee is acquiring the rights, title and interest of Assignor under the Purchase Agreement and is purchasing the Property based upon Assignee's own investigation and inquiry and is not relying on any representation of Assignor or any other person and is agreeing to acquire, accept and purchase the rights, title and interest of Assignor under the Purchase Agreement and the Property "as is, where is", subject to the conditions of examination herein set forth and the express warranties herein contained. Notwithstanding anything herein to the contrary, if Assignee closes the transaction contemplated by this Agreement with actual knowledge that one or more of Assignor's representations, warranties and covenants contained in this Section 11 or elsewhere in this Agreement is untrue or has been breached, then Assignee will be deemed to have waived and released any and all claims against Assignor due to such breach. The provisions of this Section 11(a) shall survive Closing for a period of six (6) months thereafter and shall not be merged into the Assignment, the Deeds or any other documents executed or delivered at Closing.

(b) Assignee's Representations and Warranties. Assignee represents and warrants to Assignor as of the Effective Date and again on the Closing Date that (i) Assignee is duly incorporated under the laws of the State of Minnesota and is in good standing under the laws the State of Minnesota, is duly qualified to transact business in the State of Minnesota, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Assignee pursuant hereto; (ii) this Agreement has been duly executed and delivered by Assignee and is a valid and binding obligation of Assignee enforceable in accordance with its terms; (iii) this Agreement and the documents and instruments required to be executed and delivered by Assignee pursuant hereto, and the performance thereof by Assignee, have each been duly authorized by all necessary corporate action on the part of Assignee and such execution, delivery and performance does and will not conflict with or result in a violation of Assignee's articles of incorporation or bylaws, or any judgment, order or decree of any court or arbiter to which Assignee is a party, or any agreement to which Assignee and/or any of its properties is bound or subject.

12. DEFAULT.

(a) If either party shall default in any of its respective obligations under this Agreement, the other party may provide notice to such defaulting party specifying the nature of the default and the defaulting party shall have not less than thirty (30) days after the giving of such notice to cure such default to the satisfaction of the non-defaulting party. Assignor's notice of default may be in the form of a Notice of Cancellation served upon Assignee pursuant to Minn. Stat. 559.21. For the avoidance of doubt, it shall not be an Event of Default by Assignor if Seller defaults or breaches any of its obligations under the Purchase Agreement and does not cure such default within thirty (30) days after Assignor provides notice to Seller of such default. If the defaulting party fails to cure such default within such 30-day period, it shall be an "Event of Default" hereunder and the non-defaulting party may exercise the following remedies, as applicable:

(i) In the case of any Event of Default by Assignee under this Agreement, this Agreement shall terminate and Assignment Earnest Money shall be paid to Assignor as liquidated damages and as Assignor's sole and exclusive remedy.

(ii) In the case of any Event of Default by Assignor under this Agreement or any uncured default by Assignor under the Purchase Agreement, Assignee shall have the option to elect as its sole and exclusive remedy either (i) to terminate this Agreement and the Assignment Earnest Money shall be returned to Assignee and Assignor shall promptly reimburse Assignee for the actual, documented, third party cost that Assignee has incurred

in connection with this Agreement and the transaction contemplated hereby (“Third Party Costs”) in an amount not to exceed **\$50,000.00** (the “Cap”) as liquidated damages, (ii) to pursue specific performance of this Agreement and, to the extent allowed thereunder, the Purchase Agreement, provided that any action therefor is commenced within ninety (90) days after such right arises, or (iii) to exercise Assignee’s rights under Section 10(f) hereof. Except as provided in Section 12(b) below, Assignee hereby waives any other remedies available at law or in equity in the event of an Event of Default by Assignor.

(iii) In the case of any uncured default by Seller under the Purchase Agreement beyond any applicable notice, cure, and/or grace periods, Assignee may either (A) terminate this Agreement, in which case the Title Company shall promptly return the Assignment Earnest Money to Assignee and Assignee and Assignor shall have no further obligation or liability to each other hereunder; or (B) elect to take an assignment of the Purchase Agreement from Assignor pursuant to the form of Assignment attached hereto (and Assignor shall make such assignment to Assignee) and seek to enforce Seller’s obligations under the Purchase Agreement and if “Closing” thereafter occurs under the Purchase Agreement, then the Closing as contemplated by this Agreement shall otherwise occur simultaneously therewith; provided, Assignee may, at any time after at least five (5) days prior notice to Assignor, elect to terminate the Purchase Agreement due to Seller’s uncured default, in which case, this Agreement shall also terminate effective as of the date of the termination of Purchase Agreement, in which event the Title Company shall promptly return the Assignment Earnest Money to Assignee and the PA Earnest Money to Assignor, and Assignee and Assignor shall have no further obligation or liability to each other hereunder. During such five-day period, Assignor may elect to take a re-assignment of the Purchase Agreement from Assignee in order for Assignor to seek to enforce Seller’s obligations under the Purchase Agreement, and if Assignor elects to take such assignment hereto (and Assignee shall make such assignment to Assignee), then this Agreement shall also terminate effective as of the date of the re-assignment of Purchase Agreement, in which event, the Title Company shall promptly return the Assignment Earnest Money to Assignee.

(b) Notwithstanding the foregoing, however, in the event that the remedy of specific performance is not available to Assignee as a result of any action taken by Assignor in contravention or violation of this Agreement, then Assignee shall be entitled to all rights and remedies at law or in equity with respect to Assignor’s default and, for avoidance of doubt, in such event, the Cap shall not apply.

(c) Neither party may collect any damages from the other in connection with the termination of this Agreement for a default by the non-terminating party, except as expressly set forth in this Section 12. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal or post-judgment collection, shall be entitled to its reasonable attorneys’ fees to be paid by the losing party as fixed by the court. The parties agree that “prevailing party” means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery. In any action or proceeding to enforce this Agreement or any term hereof the prevailing party shall be entitled to recover its reasonable costs and attorneys’ fees. The terms of this Section 12 shall survive the termination of this Agreement.

13. NOTICES. All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective (a) on the date delivered, if hand delivered, (b) on the date mailed by

registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, if mailed by registered or certified mail, (c) on the date when sent, charges pre-paid, if delivered by reputable commercial overnight delivery service or U.S. Express mail as evidenced by service receipt or by Express Mail postmark, or (d) upon e-mail transmission. All notices shall be addressed to the addressee stated herein below or at such other address as either party shall designate in writing in the manner hereinabove set forth.

Address of Assignor: TDI Holdings LLC
Attn: Beth Hustad
135 Crabapple Lane
Excelsior, MN 55331
Email: beth@trek-development.com

with a copy to: Matthew Simenstad
Sanford, Pierson, Thone & Streat, PLC
1905 East Wayzata Boulevard
Suite 220, Wayzata, MN 55391
Email: matts@ssmnlaw.com

Address of Assignee: Riley-Purgatory-Bluff Creek Watershed District
18681 Lake Drive East
Chanhassen, MN 55317
Attn: Terry Jeffery
Email: tjeffery@rpbcwd.org

With a copy to: Smith Partners PLLP
Attn: Louis Smith
250 Marquette Avenue South, Suite 250
Minneapolis, Minnesota 55401
Email: smith@smithpartners.com

And a copy to: Ballard Spahr LLP
Attn: Alex Sellke
2000 IDS Center, 80 South 8th Street
Minneapolis, MN 55402-2119
Email: sellkea@ballardspahr.com

And a copy to: Conservation Solutions
Attn: Michael Pressman
5670 Wedgewood Drive
Excelsior, MN 55331
Email: conservationsolutions@q.com

If to Title Company: First American Title Insurance Company
121 South Eighth St, Suite 1250
Minneapolis, MN 55402
Attn: Marissa Ulstad
Email: mulstad@firstam.com

14. CONDEMNATION. If Assignor receives a notice from Seller that eminent domain proceedings are commenced against any portion of the Property, Assignor shall immediately give a copy of such notice to Assignee, and if in the commercially reasonable opinion of Assignee the taking

contemplated by such eminent domain proceedings would adversely affect Assignee's intended use and development of the Property or the feasibility or profitability thereof, Assignee at its option (to be exercised within twenty (20) days after Assignor's notice) may terminate this Agreement and receive a refund of the Assignment Earnest Money. If notwithstanding such eminent domain proceedings this Agreement is not terminated, Assignee shall proceed to Closing and receive at Closing either a credit against the Purchase Price payable pursuant to the Purchase Agreement in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding, in either case with no adjustment to the Assignment Purchase Price.

15. BINDING UPON SUCCESSORS AND ASSIGNS. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as hereinafter provided, neither party hereto may assign or delegate its rights or obligations hereunder without the prior written consent of the other party. Assignor shall have the right to assign this Agreement and the Purchase Agreement (or a fractional interest therein) and its rights and obligations hereunder and thereunder (or a fractional interest therein) to an entity in which Assignor and/or Assignor's principals directly or indirectly own an interest and over which Assignor and/or Assignor's principals have management control; provided, however, that any such assignment shall be subject to the terms and provisions of this Agreement, and shall require the assignee of such assignment to assume and keep and perform the obligations of Assignor under this Agreement, and shall not relieve or release Assignor of its obligations under this Agreement. Assignee may assign this Agreement without Assignor's prior written consent, but with reasonable advance notice and documentation specifying the material details of such assignment, if (i) the proposed assignee is a governmental body, or an entity controlling, controlled by, or under common control with Assignee or a governmental body, (ii) such entity assumes Assignee's obligations hereunder; and (iii) Assignor is provided with a copy of the fully-executed assignment and assumption agreement, and upon the satisfaction of the requirements set forth in the foregoing clauses (i) through (iii), the Assignee shall be automatically released from its obligations under this Agreement without the necessity of further action or instrument.

16. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

17. MODIFICATIONS. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification or change is sought.

18. ENTIRE AGREEMENT. This Agreement, together with the Exhibits hereto, represents the entire agreement and understanding of the parties hereto with reference to the transactions set forth herein, and no representations, warranties or covenants have been made in connection with this Agreement other than those expressly set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. The Exhibits attached hereto are a part of this Agreement.

19. BROKERAGE COMMISSIONS. Each party represents that it has not dealt with any real estate agent, salesperson, broker or finder in connection with this Agreement or the Purchase Agreement or the purchase of the Property. Assignee shall indemnify, defend and hold harmless Assignor against any claim made by any agent or broker for a commission or fee based on any act or agreements of Assignee. Assignor will indemnify, defend and hold harmless Assignee against any claim made by any agent or broker for a commission or fee based on acts or agreements of Assignor. The terms of this Section 19 shall survive the termination of this Agreement or Closing.

20. COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts without both parties' signatures appearing on the same counterpart, but such counterparts taken together shall constitute one agreement. The parties agree that a facsimile copy or copy transmitted by electronic mail (including PDF) of the respective signatures may be relied upon by the other party the same as the original.

21. TIME OF ESSENCE/PERFORMANCE/BUSINESS DAYS. Time is of the essence of this Agreement. If the day for performance under this Agreement falls on a Saturday, Sunday or federal legal holiday, then the day for performance is the next day which is not a Saturday, Sunday or federal legal holiday. The term "Business Days" means days other than Saturday, Sunday or any day which is a federal holiday.

22. SURVIVAL. Except as otherwise expressly provided or limited herein (as to duration or otherwise), any indemnification and warranty and representation contained herein and any other provision of this Agreement shall not survive termination of this Agreement and shall not survive Closing and shall merge into the Assignment and the Deeds and other documents executed and delivered hereunder.

23. RELATIONSHIP. The parties hereto acknowledge that Assignor has no relationship with Assignee or any sub-contractor of Assignee other than that of an assignee and assignor of the Purchase Agreement. Nothing contained herein shall be deemed to create or imply the existence of a joint venture between the parties.

24. WAIVER. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

25. WAIVER OF JURY TRIAL. Assignor and Assignee each knowingly, voluntarily and intentionally waive any right which either party may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Agreement. Assignor and Assignee have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

26. SEVERABILITY. If any provisions of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

27. FURTHER INSTRUMENTS. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to the Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

28. BENEFICIARIES. This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors, assigns and transferees. This Agreement confers no rights or remedies on any third party.

29. CONSTRUCTION. Any list of examples set forth in this Agreement shall be deemed to be illustrative, not exhaustive, unless explicitly specified otherwise. Whenever the context may require, any

pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. The use of the neuter singular pronoun to refer to any party shall be a proper reference even though that party may be an individual, a business entity, or a group of two or more individuals or business entities. All attachments, exhibits, and schedules referenced within the Agreement shall be deemed incorporated in the Agreement by such reference.

30. HEADINGS. The titles and headings in this Agreement are provided as a matter of convenience only and shall not be understood to define, limit, construe, or describe the scope or intent of any provision of this Agreement.

31. RECORDING. Neither party shall record this Agreement without the prior written consent of the other party.

32. CONFIDENTIALITY. Assignor acknowledges and agrees that this Agreement may be made public in connection with Assignee's status as a governmental entity; provided, however, that until such time as Assignee is required to make this Agreement public, Assignor and Assignee shall treat the Purchase Agreement and this Agreement as confidential in all respects and shall not disclose the substance of this Agreement or the Purchase Agreement without the advance written consent of the other party, except, Assignee, as a governmental entity, covenants to comply with this Section by treating such information as "trade secret data" pursuant to Minnesota Statutes Section 13.37, subdivision 1(b) and may be required to disclose certain information if requested in accordance with the Minnesota Government Data Practices Act, and excepting further (i) matters that already are in the public domain; (ii) disclosure, to the extent reasonably necessary, to their respective partners, members, employees, attorneys, accountants, advisors, and prospective lenders and investors, in connection with the transactions contemplated hereby; (iii) disclosure required by law or by regulators, including in response to a subpoena or similar process; (iv) disclosure in connection with litigation to enforce the terms of this Agreement; and (v) disclosure by a party required to satisfy a condition precedent to Closing.

33. During the term of this Agreement and for a period of one (1) year after any termination of this Agreement (the "Lockout Period"), Assignee shall not negotiate directly with Seller, or its heirs, successors or assigns ("Seller Parties"), or enter into any contact or agreement directly with any Seller Parties, in each case, for the acquisition of the Property; provided, however, the foregoing shall not apply if (i) this Agreement is terminated by Assignee or otherwise either due to default by Assignor hereunder or due to a default by Seller under the Purchase Agreement, in each case, that is not cured to the reasonable satisfaction of Assignee within any applicable notice, cure, and/or grace periods or (ii) Assignor or Assignee terminates this Agreement pursuant to the termination right under Section 10(e) hereof, in which event Assignee may freely negotiate and contract with any Seller Parties for the acquisition of the Property without any liability or obligation to Assignor or any of its affiliates or principals (including, without limitation, in such event, Assignee shall neither have any liability for damages to Assignor nor obligation to pay any broker's or finder's fee or commission to Assignor or any of its affiliates or principals). If Assignee negotiates with the Seller Parties and acquires the Property directly from Seller or any other Seller Parties during the Lockout Period in violation of this Section, Assignor's sole right and remedy for such violation shall be to collect from Assignee the amount of \$375,000 as and for a broker's commission for such transaction. This Section shall survive the termination of this Agreement.

34. TITLE COMPANY AS ESCROW AGENT. Title Company shall hold, invest and disburse the Assignment Earnest Money as provided in this Agreement. Upon receipt of any written certification from Assignor or Assignee claiming the Assignment Earnest Money, Title Company shall promptly forward a copy thereof to the other party hereto and, unless such party within five (5) business days thereafter objects by written notice to Title Company to such disbursement ("Earnest Money Return

Objection Period”), Title Company shall disburse the Assignment Earnest Money to the party demanding the same and shall thereupon be released and discharged from any duty or obligation hereunder. For the avoidance of doubt, in the event this Agreement is terminated pursuant to Section 6 hereof, the Assignment Earnest Money shall be returned to Assignee immediately by the Title Company and there shall be no Earnest Money Return Objection Period associated with said disbursement of the Assignment Earnest Money to Assignee. Title Company is acting as escrow agent only with respect to the Assignment Earnest Money, to the extent deposited by Assignee, and if there is any dispute as to whether Title Company is obligated to deliver the Assignment Earnest Money, or as to whom the Assignment Earnest Money is to be delivered, Title Company may refuse to make delivery and may continue to hold the Assignment Earnest Money until receipt by Title Company of an authorization, in writing, signed by Assignor and Assignee, directing the disposition of the Assignment Earnest Money; in the absence of such written authorization, Title Company may hold the Assignment Earnest Money until a final determination of the rights of the parties by appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Assignment Earnest Money in a court of competent jurisdiction pending such determination. Assignor and Assignee recognize that Title Company’s duties hereunder are only as specifically provided herein and are purely ministerial in nature; and Assignor and Assignee therefore agree that Title Company shall, so long as it acts in good faith and in accordance with this Agreement, have no liability to either Assignee or Assignor, except for its negligent and/or intentional acts or omissions.

[Remainder of page intentionally left blank; signature(s) on following page(s)]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the dates set forth below.

Assignor:

TDI Holdings LLC

Assignee:

Riley Purgatory Bluff Creek Watershed District

By: _____

Elisabeth R. Hustad

Title: Manager and Sole Member

By: _____

Title:

TITLE COMPANY:

(For the purpose of acknowledging its agreement with the provisions hereof relating to its duties and obligations as escrow agent hereunder, including without limitation Section 34)

First American Title Insurance Company

By: _____

Name: _____

Its: _____

EXHIBIT A

PURCHASE AGREEMENT

[insert Purchase Agreement (including amendments) here]

EXHIBIT B

Legal Description

Real property in the City of Eden Prairie, County of Hennepin, State of Minnesota, described as follows:

PARCEL 1:

That part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 116, Range 22, described as commencing at a point on the West line of said Section 28 distant 981.4 feet North from the Southwest corner thereof; thence South 89 degrees 35 minutes East 1000.5 feet; thence North 3 degrees 50 minutes East 909.3 feet to the actual point of beginning; thence North 1 degree 31 minutes 30 seconds East 560 feet; thence South 54 degrees 31 minutes 30 seconds West 343 feet; thence South 87 degrees 35 minutes 30 seconds West 311.6 feet; thence South 59 degrees 50 minutes East 672.6 feet to the actual point of beginning.

For the purposes of this description, the West line of the Southwest Quarter of said Section 28 is assumed to be a North and South line.

TORRENS (REGISTERED) PROPERTY: Certificate of Title No. 1378090.

Current tax parcel number: 28-116-22-32-0001.

PARCEL 2:

That part of the South Half of Section 28, Township 116, Range 22 described as follows: Commencing at the southwest corner of said Section 28; thence on an assumed bearing of North along the west line of said Southwest Quarter a distance of 981.40 feet to the point of beginning of the tract of land to be described; thence continuing on a bearing of North along said west line a distance of 627. 80 feet to the southeasterly right of way line of Hennepin County State Aid Highway No. 4, Plat 60 as recorded in Document No. 5060347; thence North 33 degrees 34 minutes 37 seconds East along said right of way line, a distance of 240.00 feet; thence South 56 degrees 25 minutes 23 seconds East, a distance of 616.21 feet; thence on a bearing of South a distance of 491.65 feet to an intersection with a line which bears South 89 degrees 35 minutes 00 second East from the point of beginning; thence North 89 degrees 35 minutes 00 seconds West a distance of 646.14 feet to the point of beginning.

ABSTRACT PROPERTY.

Current tax parcel number: 28-116-22-32-0004.

PARCEL 3:

All that part of the South Half of Section 28, Township 116 North, Range 22, West of the 5th Principal Meridian, described as follows: Commencing at a point in the west line of said Section 28, distant 1674.4 feet North of the southwest corner of said Section 28; thence South 693 feet along the west line of said section; thence South 89 degrees, 35 minutes East 1000.5 feet; thence North 3 degrees, 50 minutes East 909.3 feet to a point hereinafter referred to as "POINT A"; thence North 59 degrees, 50 minutes West

672.6 feet, more or less, to a point described as follows: Commencing at aforesaid "POINT A"; thence North 1 degree, 31 minutes, 30 seconds East 560 feet; thence South 54 degrees and 31 minutes, 30 seconds West 343 feet; thence South 87 degrees, 35 minutes, 30 seconds West 311.6 feet to said point to be described; thence South 55 degrees, 27 minutes, 30 seconds West 248 feet; thence South 34 degrees West 150 feet; thence South 34 degrees West 350 feet, more or less, to the point of beginning. For the purpose of this description the west line of the Southwest Quarter of said Section 28 is assumed to be a true North and South line.

EXCEPT FOR THE FOLLOWING PROPERTY:

That part of the South Half of Section 28 1 Township 116, Range 22 described as follows: Commencing at the southwest corner of said Section 28; thence on an assumed bearing of North along the west line of said Southwest Quarter a distance of 981.40 feet to the point of beginning of the tract of land to be described; thence continuing on a bearing of North along said west line a distance of 627. 80 feet to the southeasterly right of way line of Hennepin County State Aid Highway No. 4, Plat 60 as recorded in Document No. 5060347; thence North 33 degrees 34 minutes 37 seconds East along said right of way line, a distance of 240.00 feet; thence South 56 degrees 25 minutes 23 seconds East, a distance of 616.21 feet; thence on a bearing of South a distance of 491.65 feet to an intersection with a line which bears South 89 degrees 35 minutes 00 second East from the point of beginning; thence North 89 degrees 35 minutes 00 seconds West a distance of 646.14 feet to the point of beginning.

ABSTRACT PROPERTY.

Current tax parcel number: 28-116-22-32-0005.

EXHIBIT C

**FORM OF TERMINATION OF AGREEMENT FOR
ASSIGNMENT OF PURCHASE AGREEMENT**

Date _____, 2022

The undersigned hereby agree that that certain Agreement for Assignment of Purchase Agreement dated _____, 2023, relating to real property located in Eden Prairie, Minnesota (the "Assignment Agreement"), is hereby cancelled and terminated. The Assignment Earnest Money, as defined in the Assignment Agreement, is to be:

- REFUNDED TO ASSIGNEE
- RETAINED BY ASSIGNOR
- OTHER

and Assignee releases all rights in the Purchase Agreement and the Property (as such terms are defined in the Assignment Agreement). Assignor has no further obligation to sell and assign its interest in the Purchase Agreement under the Assignment Agreement, nor does Assignee have any further right to purchase such interest under the Assignment Agreement.

DEPOSIT CHECK SHALL BE MAILED TO:

Name:

Street:

City/State/Zip:

<p>ASSIGNEE:</p> <p>Riley Purgatory Bluff Creek Watershed District</p> <p>By: _____</p> <p>Date of Execution: _____, 2023</p>	<p>ASSIGNOR:</p> <p>TDI HOLDINGS LLC</p> <p>By: _____</p> <p>Elisabeth R. Hustad, Manager and Sole Member</p> <p>Date of Execution: _____, 2023</p>
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EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**this Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”) by and between TDI HOLDINGS LLC, a Minnesota limited liability company (“**Assignor**”), and Riley Purgatory Bluff Creek Watershed District, a governmental unit operating under Minnesota Statutes Chapter 103B (“**Assignee**”).

RECITALS

A. Assignor, as buyer, and **John B. Standal** and **Carol L. Standal**, husband and wife as joint tenants, as seller, are parties to that certain Purchase and Sale Agreement dated November 10, 2021, as amended (collectively, the “**Purchase Agreement**”) regarding certain real property located in the City of Eden Prairie, Minnesota, as more particularly described in the Purchase Agreement.

B. Assignor wishes to assign all of its right, title and interest in, to and under the Purchase Agreement to Assignee.

C. Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor’s right, title and interest under the Purchase Agreement, and Assignee hereby accepts the assignment of the Purchase Agreement and agrees to assume, keep, perform and fulfill all liabilities and obligations of Assignor under the Purchase Agreement.

2. Indemnification. Assignor shall indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee under the Purchase Agreement and shall reimburse Assignee for any costs and expenses in connection with such claims, including reasonable attorneys’ fees related to such claims, to the extent such claims arise out of the failure of Assignor to comply with or perform any of the obligations under the Purchase Agreement accruing prior to the Effective Date. Assignee shall indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor under the Purchase Agreement and shall reimburse Assignor for any costs and expenses in connection with such claims, including reasonable attorneys’ fees related to such claims, to the extent such claims arise out of the failure of Assignee to comply with or perform any of the obligations under the Purchase Agreement accruing from and after the Effective Date.

3. Binding Effect; Counterparts. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

[Signature Page Follows]

**SIGNATURE PAGE
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

ASSIGNOR: TDI HOLDINGS LLC

By: _____

Name: Elisabeth R. Hustad

Its: Manager and Sole Member

ASSIGNEE: Riley Purgatory Bluff Creek Watershed District,

By: _____

Name:

Its: