

TITLE

COMMITMENT

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE A

1. Commitment Date: **June 16, 2014, 8:00 am**

2. Policy (or Policies) to be issued:

Policy Amount

a. Owner's Policy

Proposed Insured:

b. Loan Policy

Proposed Insured:

c. Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **Sherburne County**

4. The land referred to in the Commitment is described as follows:

Outlot F, Elk Path Business Center and Lot 2, Block 1, Elk Path Business Center Fourth Addition, according to the plat thereof on file and of record in the office of the County Recorder of Sherburne County, Minnesota.

Countersigned
Sherburne County Abstract & Title

By *Catherine McManus*
Authorized Signatory

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ALTA Plain Language Commitment (6-17-06)
Schedule A

AMERICAN
LAND TITLE
ASSOCIATION



TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - b. Pay us the premiums, fees and charges for the policy.
 - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
1. **Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement dated February 9, 2007, filed February 15, 2007, as Document No. 643385, By: JPM Capital Corporation To: Wells Fargo Bank Northwest, National Association, to secure an indebtedness of \$110,000,000.00. Covers additional land.(See Exhibit attached)**

Said Mortgage was modified by First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated August 25, 2008 filed September 19, 2008 as Document No. 680229. (See Exhibit attached).
 2. **Assignment of Leases and Rents, by JPM Capital Corporation to Wells Fargo Bank Northwest, National Association, dated February 9, 2007, filed February 15, 2007, as Document No. 643386. Covers additional land. (See Exhibit attached).**

Said Assignment of Leases and Rents was modified by First Amendment of Assignment of Leases and Rents, dated May 19, 2008 filed September 19, 2008 as Document No. 680230. (See Exhibit attached).
 3. **Terms and conditions of a Memorandum Lease dated February 9, 2007, filed February 15, 2007, as Document No. 643384, referred to that certain unrecorded lease by and between JPM Capital Corporation, as lessor, and United Healthcare Services, Inc., as lessee, dated November 20, 2006. Covers additional land (See Exhibit attached).**

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I

AMERICAN
LAND TITLE
ASSOCIATION



Said Memorandum of Lease was modified by First Amendment to Memorandum of Lease, dated September 10, 2008 filed September 19, 2008 as Document No. 680231.

4. **Standard Exception D (Gap in Recording Exception).** This exception can be waived at closing only if this transaction is closed by Old Republic National Title Insurance Company or one of its policy-issuing agents. Old Republic National Title Insurance Company will provide insurance coverage, subject to terms of the title insurance policy, for any documents recorded with the County Recorder or Registrar of Titles for the period of time between the effective date of the title insurance commitment and the date of recording of the closing documents provided the closing occurs with Old Republic National Title Insurance Company or one of its policy issuing agents.
5. **Identification will be required from all parties required to sign documents at closing.**

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I

AMERICAN
LAND TITLE
ASSOCIATION



TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
2. Rights and claims of parties in possession.
3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
4. Any facts, rights interests or claims which are not shown by the public record, but which could be ascertained by making inquiry of person(s) in possession thereof.
5. Liens, encumbrances, or claims thereof, which are not shown by the public record.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
7. Special assessments and special taxes, if any, are not covered herein.
8. NOTE: Taxes for the year 2014 are exempt. (Base Tax exempt) (Tax No. 75-661-0060 and 75-785-0110)
9. Declaration Agreement filed November 3, 2005, as Document No. 604465. (See Exhibit attached)
10. Utility and drainage easement(s) as shown on the recorded plat of Elk Path Business Center, Elk Path Business Center Second Addition, Elk Path Business Center Third Addition and Elk Path Business Center Fourth Addition.
11. Utility and drainage easement over The East 10 feet out Outlot F in favor of the City of Elk River as created in Document No.309234. (See Exhibit attached)
12. Easement Agreement by and between J.L.T. Partnership, LLP, and Hoyt Partners, LLP, dated January 8, 2002, filed March 1, 2002, as Document No. 462313. (See Exhibit attached)
13. Abstract Property.

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II



14. **NOTE: If there are any questions concerning and exceptions and/or requirements shown on this commitment, please call Cathy McManus, 763-441-3280.**

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II



NO. 159161 DATE 2-16-07
MTG REGISTRY TAX OF \$23.00 PAID

Diane Arnold
County Auditor/Treasurer

Amy Rowan
Deputy Auditor/Treasurer

Office of the County Recorder
Sherburne County, MN

Doc. No. 643385

Certified filed and/or recorded on

02-15-2007 at 03:10

Michelle Ashe, County Recorder

By JA Deputy Fee: \$ 46.00



Space above this line for recorder's use

**MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), dated as of February 9, 2007 by JPM CAPITAL CORPORATION, a Delaware corporation, having an address 10 South Dearborn, Chicago, Illinois 60603 ("Lessor"), in favor of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee for the benefit of Lenders (as defined below), having an address at 299 South Main Street, 12th Floor, Salt Lake City, Utah (in such capacity, together with its successors in such capacity, "Mortgagee").

WITNESSETH:

WHEREAS, pursuant to a deed dated of even date herewith Lessor has acquired the Land (as defined below);

WHEREAS, Lessor, Mortgagee, United Healthcare Services, Inc. ("Lessee"), UnitedHealth Group Incorporated and the financial institutions identified therein as lenders ("Lenders") are parties to that certain Participation Agreement dated as of November 20, 2006 (the "Participation Agreement"), providing for, inter alia, loans in the aggregate amount of \$110,000,000 by Lenders to Lessor (the "Loans");

NCS-28658-MPLS (JG)

WHEREAS, Lessor and Mortgagee are parties to that certain Trust Indenture and Security Agreement dated as of November 20, 2006 with respect to the Loans (the "Indenture");

WHEREAS, it is a condition to the making of the Loans pursuant to the Participation Agreement that Lessor execute and deliver this Mortgage;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, to secure to secure (i) the prompt payment of the principal of, Make-Whole Premium, if any, or Break Costs, if any, and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding under the Indenture, (ii) the prompt payment of all other amounts from time to time owing under the Indenture, under the Participation Agreement and under the other Operative Documents, if any, by the Lessor, the

Construction Agent and the Lessee, in each case to or for the benefit of the Indenture Trustee and the Lenders, and (iii) the performance and observance by the Lessor, the Construction Agent and the Lessee of their respective agreements, covenants, indemnities and provisions in the Indenture, in the Participation Agreement, and in the other Operative Documents for the benefit of the Indenture Trustee and the Lenders, and in the Loan Certificates, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained and the acceptance of the Loan Certificates by the holders thereof (collectively, the "Obligations"), Lessor has executed and delivered this Mortgage. The last of the Obligations secured by this Mortgage matures and is due and payable, in full, on March 31, 2029.

GRANTING CLAUSES

Lessor has created a security interest in favor of Mortgagee in, and has mortgaged, granted, conveyed, assigned, bargained, sold, pledged, given, transferred and set over, and by these presents does hereby create a security interest in favor of Mortgagee in, and does hereby mortgage, grant, convey, assign, bargain, sell, pledge, give, transfer and set over unto Mortgagee, the property described in the following Granting Clauses, whether now owned or hereafter acquired, subject only to Permitted Liens. The rights of Lessee under the Master Lease are prior to and superior to the lien of this Mortgage, whether or not the Master Lease (or memorandum thereof) is recorded prior to the recordation of this Mortgage.

Granting Clause First

The entire right, title and interest of Lessor in and to the land described in Schedule A attached hereto (the "Land"), together with (a) all right, title and interest of Lessor in and to all buildings, structures and other improvements, now standing or at any time hereafter constructed or placed upon the Land, including, without limitation, all right, title and interest of Lessor in and to all fixtures of every kind and nature on the Land or in any such building, structure or other improvements (said buildings, structures, other improvements and fixtures being herein collectively called the "Improvements"), (b) all right, title and interest of Lessor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances in and to the Land, belonging or in any way appertaining thereto, including, without limitation, all right, title and interest of Lessor, in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Land, (c) all claims or demands of Lessor in law or in equity, in possession or expectancy of, in and to the Land and the Improvements and (d) all rents, income, revenues, issues, awards, proceeds and profits from and in respect of the property described in this Granting Clause First which are, subject to the provisions of Granting Clause Second, hereby specifically assigned, transferred and set over to Mortgagee, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described which is now owned or held or is hereafter acquired by Lessor and is affixed, attached and annexed to the Land shall be and remain or become and constitute a portion of the Mortgaged Property and the security covered by and subject to the lien hereof. The Land together with the Improvements and the other property described in this Granting Clause First relating thereto are herein collectively called the "Property".

SCHEDULE A

Legal Description of the Land

A. Legal Description of the County Land

Outlot A, Elk Path Business Center Third Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

B. Legal Description of the Option Land

Outlot D, Elk Path Business Center, according to the recorded plat thereof, Sherburne County, Minnesota.

(abstract property)

10/11/2000
10/11/2000
10/11/2000
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10/11/2000

3

Office of the County Recorder
Sherburne County, MN

Doc. No. 680229

Certified filed and/or recorded on

09-19-2008 at 09:30

Michelle Ashe, County Recorder

By  Deputy Fee: \$ 48.00

Filed in my office this

17 day of Sept 08

Diane Arnold

Sherburne County Auditor/Treasurer

by  Deputy Auditor/Treasurer



680229

THIS IS A MORTGAGE AMENDMENT, AS DEFINED IN MINNESOTA STATUTES, SECTION 287.01, SUBDIVISION 2, AND AS SUCH IT DOES NOT SECURE A NEW OR AN INCREASED AMOUNT OF DEBT

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**FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of May 19, 2008 (this "Amendment"), is entered into by JPM CAPITAL CORPORATION, a Delaware corporation, having an address of 10 South Dearborn, Chicago, Illinois ("Lessor"), and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee for the benefit of Lenders, having an address at 299 South Main Street, 12th Floor, Salt Lake City, Utah (in such capacity, together with its successors in such capacity, "Mortgagee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of the real property legally described on attached Exhibit A (the "Land");

WHEREAS, Lessor granted to Mortgagee a mortgage on the Land pursuant to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated February 9, 2007 and filed as Document Number 643385 in the Office of the County Recorder for Sherburne County, Minnesota on February 15, 2007 (the "Mortgage"); and

WHEREAS, Lessor and Mortgagee desire to amend the Mortgage in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

First American Title Insurance Co.
1900 Midwest Plaza
801 Nicollet Mall
Minneapolis, MN 55402
NCS 254638-1 MPLS SH

AGREEMENT:

1. Amended Participation Agreement and Indenture. For purposes of the Mortgage, the "Participation Agreement" is that certain Participation Agreement dated as of November 20, 2006, as amended by that certain Amended and Restated Participation Agreement dated as of May 19, 2008 and as further amended or restated from time to time, and the "Indenture" is that certain Trust Indenture and Security Agreement dated as of November 20, 2006 as amended by that certain Amended and Restated Trust Indenture and Security Agreement dated as of May 19, 2008 and as further amended or restated from time to time.

2. Miscellaneous. This Amendment amends a construction mortgage as that term is defined in Minn. Stat § 336.9-334(h). Except as specifically amended herein, the Mortgage is and remains in full force and effect, and as so amended, is hereby ratified and confirmed in all respects. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original document. Each party to this Amendment has had the opportunity to consult with counsel of its choosing and understands the terms and conditions hereof and has agreed to the same. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

3. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICTS LAW PRINCIPLES) OF THE STATE OF MINNESOTA.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

MORTGAGOR

JPM CAPITAL CORPORATION, a
Delaware corporation

By:
Name:
Title:

Victoria B. Dal Santo
Victoria B. Dal Santo
Executive Director

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

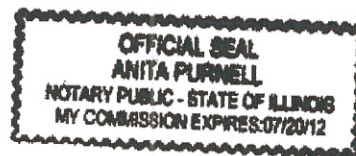
The foregoing instrument was acknowledged before me this 25th day of August, 2008 by Victoria B. Dal Santo the Executive Director of JPM CAPITAL CORPORATION, a corporation organized under the laws of the State of Delaware, on behalf of said corporation.

Anita Purnell

Notary Public

My Commission Expires: July 20, 2012

[SEAL]



MORTGAGEE

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, a national
banking association as Indenture Trustee

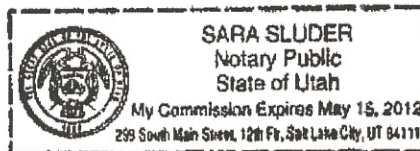
By: Michael Arsenault
Name: Michael Arsenault
Title: Assistant Vice President

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Michael Arsenault the Assistant Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association as Indenture Trustee, on behalf of said association.

Sara Sluder
Notary Public
My Commission Expires: _____

[SEAL]



DRAFTED BY:

Dorsey & Whitney LLP (RJO)
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498
(612) 340-2600

EXHIBIT A

Legal Description

Lot 1, Block 1, Elk Path Business Center Fourth Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

Office of the County Recorder
Sherburne County, MN

Doc. No. 643386

Certified filed and/or recorded on

02-15-2007 at 03:10

Michelle Asha, County Recorder

By  Deputy Fee: \$ 48.00



643386

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated as of February 9, 2007, by JPM CAPITAL CORPORATION, a Delaware corporation, having an address 10 South Dearborn, Chicago, Illinois 60603 ("Lessor") in favor of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association as Indenture Trustee, having an address at 299 South Main Street, 12th Floor, Salt Lake City, Utah (in such capacity, together with its successors in such capacity, "Assignee").

WITNESSETH:

WHEREAS, Lessor owns an estate for years in the Land and title to the Improvements (as defined below) thereon;

WHEREAS, Lessor, as lessor, has entered into the Master Lease (as defined below) with United HealthCare Services, Inc., as lessee ("Lessee");

WHEREAS, Lessor, Assignee, Lessee, UnitedHealth Group Incorporated (the "Construction Agent"), and the financial institutions identified therein as lenders ("Lenders") are parties to that certain Participation Agreement dated as of November 20, 2006 (the "Participation Agreement"), providing for, inter alia, loans in the aggregate amount of \$110,000,000 by Lenders to Lessor (the "Loans");

WHEREAS, Lessor and Assignee are parties to that certain Trust Indenture and Security Agreement dated as of November 20, 2006 with respect to the Loans (the "Indenture"); and

WHEREAS, it is a condition to the making of the Loans pursuant to the Participation Agreement that Lessor execute and deliver, among other things, the Mortgage (as defined below) and this Assignment.

NCS- 154636 -MPLS (JG)

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged to secure (i) the prompt payment of the principal of, Make-Whole Premium, if any, or Break Costs, if any, and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding under the Indenture, (ii) the prompt payment of all

SCHEDULE A

Legal Description

A. Legal Description of the County Land

Outlot A, Elk Path Business Center Third Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

B. Legal Description of the Option Land

Outlot D, Elk Path Business Center, according to the recorded plat thereof, Sherburne County, Minnesota.

(abstract property)

Office of the County Recorder
Sherburne County, MN

Doc. No. 680230

Certified filed and/or recorded on

09-19-2008 at 09:30

Michelle Ashe, County Recorder

By  Deputy Fee: \$ 48.00



680230

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**FIRST AMENDMENT OF
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS, dated as of May 19, 2008 (this "Amendment"), is entered into by JPM CAPITAL CORPORATION, a Delaware corporation, having an address of 10 South Dearborn, Chicago, Illinois ("Lessor"), and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee for the benefit of Lenders, having an address at 299 South Main Street, 12th Floor, Salt Lake City, Utah (in such capacity, together with its successors in such capacity, "Assignee").

WITNESSETH


WHEREAS, Lessor, as assignor, and Assignee, as assignee, are parties to that certain Assignment of Leases and Rents, dated as of February 9, 2007 and filed as Document Number 643386 in the Office of the County Recorder for Sherburne County, Minnesota on February 15, 2007 (the "Assignment"), with respect to the Master Lease for the land legally described on attached Exhibit A; and

WHEREAS, Lessor and Assignee desire to amend the Assignment in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to amend the Assignment in accordance with the terms of this Amendment.

AGREEMENT

I. Capitalized Terms. Except as set forth to the contrary in this Amendment, terms capitalized in this Amendment have the meanings ascribed thereto in the Participation Agreement.

First American Title Insurance Co.
1900 Midwest Plaza
801 Nicollet Mall
Minneapolis, MN 55402
NCS 254638-1 MPLS 

2. Amended Participation Agreement and Indenture. For purposes of the Assignment, as amended by this Amendment, the "Participation Agreement" is that certain Participation Agreement dated as of November 20, 2006, as amended by that certain Amended and Restated Participation Agreement dated as of May 19, 2008 and as further amended or restated from time to time, and the "Indenture" is that certain Trust Indenture and Security Agreement dated November 20, 2006 as amended by that certain Amended and Restated Trust Indenture and Security Agreement dated as of May 19, 2008 and as further amended or restated from time to time.

3. Miscellaneous. Except as specifically amended herein, the Assignment is and remains in full force and effect, and as so amended, is hereby ratified and confirmed in all respects. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original document. Each party to this Amendment has had the opportunity to consult with counsel of its choosing and understands the terms and conditions hereof and has agreed to the same. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

4. GOVERNING LAW. THIS AMENDMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK AS TO ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES OTHER THAN TITLE 14 OF ARTICLE 5 OF THE NEW YORK GENERAL OBLIGATIONS LAW, EXCEPT TO THE EXTENT THAT ANY ACTION, SUIT OR PROCEEDING IS BROUGHT IN THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED AND SUCH JURISDICTION REQUIRES THAT THE LAWS OF SUCH JURISDICTION BE APPLIED TO THE RELIEF BEING SOUGHT IN SUCH ACTION, SUIT OR PROCEEDING, IN WHICH CASE AND TO SUCH EXTENT, THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH JURISDICTION.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

ASSIGNOR

JPM CAPITAL CORPORATION, a
Delaware corporation

By:
Name:
Title:

Victoria B. Dal Santo
Victoria B. Dal Santo
Executive Director

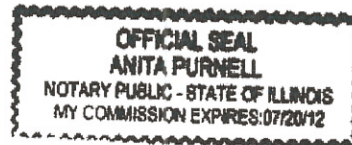
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 25th day of August, 2008 by Victoria B. Dal Santo the Executive Director of JPM CAPITAL CORPORATION, a corporation organized under the laws of the State of Delaware, on behalf of said corporation.

Anita Purnell
Notary Public

My Commission Expires: July 20, 2012

[SEAL]



ASSIGNEE

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, a national
banking association as Indenture Trustee

By:
Name:
Title:

Michael Arsenault
Michael Arsenault
Assistant Vice President

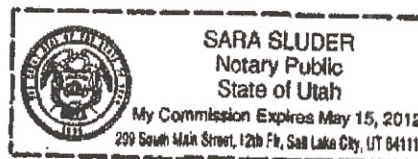
STATE OF UTAH)

COUNTY OF Salt Lake) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Michael Arsenault the Assistant Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association as Indenture Trustee, on behalf of said association.

Sara Sluder
Notary Public
My Commission Expires: _____

[SEAL]



DRAFTED BY:

Dorsey & Whitney LLP (RJO)
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498
(612) 340-2600

EXHIBIT A

Legal Description

Lot 1, Block 1, Elk Path Business Center Fourth Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum"), dated as of February 9, 2007, by and between JPM CAPITAL CORPORATION, a Delaware corporation having a mailing address at 10 South Dearborn, Chicago, Illinois 60603 (the "Lessor"), and UNITED HEALTHCARE SERVICES, INC., a Minnesota corporation, having an office at 9900 Bren Road East, Minnetonka, Minnesota 55343 (the "Lessee").

1. The Lessor and the Lessee are parties to that certain Master Lease Agreement dated as of November 20, 2006 (the "Master Lease"). Pursuant to the Master Lease the Lessor leased, and pursuant to this Memorandum the Lessor leases, to the Lessee the land described on Schedule A attached hereto and the Improvements and other Property now or hereafter located thereon, on the terms and subject to the conditions set forth in the Master Lease.

2. Terms which are used in this Memorandum are defined for purposes hereof as set forth in the Master Lease unless they are expressly defined otherwise herein.

3. The term of the Master Lease shall commence on the Basic Term Commencement Date and, subject to the provisions of the Master Lease with respect to renewal options and early termination, shall expire on the date which is 20 years after the Basic Term Commencement Date. Exercise of the renewal options shall not extend the term of the Master Lease beyond the date which is 25 years after the end of the initial 20 year term of the Master Lease.

3. The Lessee has rights to purchase the Property, subject to and upon the terms and conditions set forth in the Master Lease.

4. This Memorandum is executed for recording. The Master Lease contains and sets forth other important terms and provisions which are incorporated herein by reference.

5. This Memorandum shall not limit, expand, supplement or modify the Master Lease, and in the event of any conflict between the terms of this Memorandum and the Master Lease, the Master Lease shall control.

RETURN TO:
First American Title Insurance Co.
National Commercial Services
1900 Midwest Plaza
801 Nicollet Mall
Minneapolis, MN 55402

NCS-354638-MPLS (JG)

Office of the County Recorder
Sherburne County, MN

Doc. No. 643384

Certified filed and/or recorded on

02-15-2007 at 03:10

Michelle Ashe, County Recorder

By JA Deputy Fee: \$ 46.00



643384

IN WITNESS WHEREOF, the Lessor and the Lessee have duly executed this Memorandum as of the day and year first above written.

JPM CAPITAL CORPORATION, a Delaware corporation

By: Joseph P. Sebiak
Name: Joseph P. Sebiak
Title: Vice President

UNITED HEALTHCARE SERVICES, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have duly executed this Memorandum as of the day and year first above written.

JPM CAPITAL CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

UNITED HEALTHCARE SERVICES, INC., a Minnesota corporation

By:  _____
Name: G. Mike Mikan _____
Title: Executive Vice President and _____
Chief Financial Officer

Drafted By:

Rex A. Palmer, Esq.
Mayer, Brown, Rowe + Maw LLP
71 South Wacker Dr.
Chicago, IL 60606.

STATE OF New York)
COUNTY OF New York) SS.

The foregoing instrument was acknowledged before me this 7th day of February, 2007, by Joseph P. Sebik, the Vice President of JPM CAPITAL CORPORATION, a corporation organized under the laws of the State of Delaware, on behalf of said corporation.

Renee M. Vargas
Notary Public

My Commission Expires: _____

[SEAL]

RENEE M. VARGAS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VA6080128
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES SEPT. 9, 2010

STATE OF Minnesota,
COUNTY OF Hennepin } SS.

The foregoing instrument was acknowledged before me this 7th day of February, 2007, by G. Mike Nikan, the Executive Vice President and Chief Financial Officer of UNITED HEALTHCARE SERVICES, INC, a corporation organized under the laws of the State of Minnesota, on behalf of said corporation.

Laura Post
Notary Public

My Commission Expires: 1/31/10

[SEAL]



SCHEDULE A

Legal Description

A. Legal Description of the County Land

Outlot A, Elk Path Business Center Third Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

B. Legal Description of the Option Land

Outlot D, Elk Path Business Center, according to the recorded plat thereof, Sherburne County, Minnesota.

(abstract property)

Office of the County Recorder
Sherburne County, MN

Doc. No. 680231

Certified filed and/or recorded on

09-19-2008 at 09:30

Michelle Ashe, County Recorder

By  Deputy Fee: \$ 48.00



680231

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE, dated May 19, 2008 (this "Amendment"), is entered into by and between JPM CAPITAL CORPORATION, a Delaware corporation having a mailing address at 10 South Dearborn, Chicago, Illinois 60603 (the "Lessor"), and UNITED HEALTHCARE SERVICES, INC., a Minnesota corporation having an office at 9900 Bren Road East, Minnetonka, Minnesota 55343 (the "Lessee").

1. The Lessor is the fee owner of the real property legally described on attached Exhibit A (the "Land").
2. The Lessor and the Lessee are parties to the certain Master Lease Agreement dated as of November 20, 2006 which is evidenced by that certain Memorandum of Lease dated February 9, 2007 and filed as Document Number 643384 in the Office of the County Recorder for Sherburne County, Minnesota on February 15, 2007 (the "Memorandum").
3. For purposes of the Memorandum, the "Master Lease" is that certain Master Lease Agreement dated as of November 20, 2006, as amended by that certain Amended and Restated Master Lease Agreement dated as of May 19, 2008 and as further amended from time to time.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original document. Each party to this Amendment has had the opportunity to consult with counsel of its choosing and understands the terms and conditions hereof and has agreed to the same. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.
5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the internal laws (and not the conflicts law principles) of the State of Minnesota.

First American Title Insurance Co.
1900 Midwest Plaza
801 Nicollet Mall
Minneapolis, MN 55402
NCS 257658-1MPLS SH

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

LESSOR

JPM CAPITAL CORPORATION, a
Delaware corporation

By:

Name:

Title:

Victoria B. Dal Santo

Victoria B. Dal Santo

Executive Director

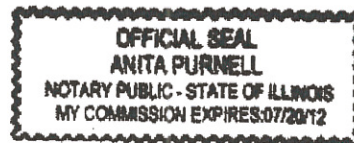
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 25th day of August, 2008 by Victoria B. Dal Santo the Executive Director of JPM CAPITAL CORPORATION, a corporation organized under the laws of the State of Delaware, on behalf of said corporation.

Anita Purnell
Notary Public

My Commission Expires: July 20, 2012

[SEAL]



LESSEE

UNITED HEALTHCARE SERVICES, INC., a
Minnesota corporation

By: *Robert W. Oberrender*

Name: Robert W. Oberrender
Title: Senior Vice President & Treasurer

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10 day of Sept.
2008 by ROBERT W. OBERRENDER the SR. V.P. + TREASURER of UNITED
HEALTHCARE SERVICES, INC., a corporation organized under the laws of the State of
Minnesota, on behalf of said corporation.



Susan Marie Severance
Notary Public
My Commission Expires: Jan. 10, 2010

[SEAL]

DRAFTED BY:

Dorsey & Whitney LLP (RJO)
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498
(612) 340-2600

EXHIBIT A

Legal Description

Lot 1, Block 1, Elk Path Business Center Fourth Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

Office of the County Recorder
Sherburne County, MN

Doc. No. 604465

Certified filed and/or recorded on


11-03-2005 at 02 15

Michelle Ashe, County Recorder

By  Deputy Fee \$ 46.00



604465

Filed in my office this
3rd day of November, 2005
Ramon A Doebler
Sherburne County Auditor/Treasurer
by 
Deputy Auditor/Treasurer

DECLARATION AGREEMENT

BETWEEN

TARGET CORPORATION

AND

COUNTY OF SHERBURNE

AND

HOYT PARTNERS, LLP

For

Elk River, Minnesota

DECLARATION AGREEMENT

THIS DECLARATION AGREEMENT ("DECLARATION") is made and entered into as of the _____ day of October, 2005, between TARGET CORPORATION, a Minnesota corporation ("Target") and COUNTY OF SHERBURNE, a municipal corporation ("County"), and HOYT PARTNERS, LLP ("Fee Owner").

WITNESSETH

WHEREAS, Target is the owner of a certain tract of land legally described in Exhibit A attached hereto and identified on Exhibit X (the "Plat") attached hereto; and

WHEREAS, County is the contract vendee for that certain tract of land legally described in Exhibit B attached hereto and identified on the Plat pursuant to that that certain Contract for Deed with the Fee Owner dated February 11, 2005 and recorded as Document No. 578538 (the "Contract for Deed"); and

WHEREAS, the Target Tract and the County Tract (collectively, the "Business Center") are contiguous and adjacent to each other as shown on the Plat; and

WHEREAS, the signatories hereto intend to develop their respective Tracts in such a manner that allow for orderly and attractive development, but not a planned or common interest development/community, and in order to effectuate such orderly development they desire to enter into certain covenants and agreements as to certain adjacent areas on their respective Tracts.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.1 Adjacent Common Areas

"Adjacent Common Areas" shall mean the two hundred fifty (250) feet located on each side of common boundary of the Target Tract and the County Tract.

1.2 Approving Party

"Approving Party" shall mean the Party designated from time to time to make certain decisions and/or give certain approvals pursuant to the terms of this Declaration. There shall be one (1) Approving Party representing the County Tract and one (1) Approving Party representing the Target Tract. Each Approving Party shall have absolute discretion to make the decisions and/or give the approvals expressly designated to be made and/or given on behalf of

the real estate represented by such position regardless of whether the Approving Party then owns all or less than all of the County Tract or the Target Tract, as the case may be. The Party designated as Approving Party for the County Tract shall have the right to assign such status to any other Party owning a Tract within the County Tract; provided, however, if such assignment is not made in writing, then the status of Approving Party for the County Tract shall automatically be deemed assigned to the Party acquiring the last portion of the County Tract owned by the Party then holding the status of Approving Party for the County Tract. The Party designated as Approving Party for the Target Tract shall have the right to assign such status to any other Party owning a Tract within the Target Tract; provided, however, if such assignment is not made in writing, then the status of Approving Party for the Target Tract shall automatically be deemed assigned to the Party acquiring the last portion of the Target Tract owned by the Party then holding the status of Approving Party for the Target Tract. County shall be the initial Approving Party for the County Tract; Target shall be the initial Approving Party for the Target Tract

1.3 Building

"Building" shall mean any permanently enclosed structure placed, constructed or located on a Tract, which for the purpose of this Declaration shall include any building appurtenances such as stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, loading docks, truck ramps, and other outward extensions of such structure.

1.4 Governmental Authorities

"Governmental Authorities" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.5 Governmental Requirements

"Governmental Requirements" shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.6 Party

"Party" shall mean each signatory hereto and its respective successors and assigns during the period of such Person's fee ownership of any portion of the Business Center. A Party transferring all or any portion of its fee interest in the Business Center shall give notice to all other Parties of such transfer and shall include in such notice at least the following information:

- (A) The name and address of the new Party;
- (B) A copy of the legal description of the portion of the Tract transferred by such Party; and
- (C) If the new Party is the designated Approving Party.

Each Party shall be liable for the performance of all covenants, obligations and undertakings applicable to the Tract or portion thereof owned by it that accrue during the period of such ownership, and such liability shall continue with respect to any portion of the Tract transferred by such Party until the notice of transfer set forth above is given. Until such notice of transfer is given, the transferring Party shall (for the purpose of this Declaration only) be the transferee's agent. Once the notice of transfer is given, the transferring Party shall be released from all obligations pertaining to the portion of the Tract transferred arising subsequent to the notice of transfer.

If a Tract is owned by more than one (1) Party, the Party or Parties holding at least fifty-one percent (51%) of the ownership interest in such Tract shall designate in writing one (1) Person to represent all owners of the Tract and such designated Person shall be deemed the Person authorized to give consents and/or approvals pursuant to this Declaration for such Tract.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is recorded against the transferred portion of the Business Center prior to receipt of such notice of transfer by the Party filing such lien.

1.7 Person

"Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

1.8 Tract

"Tract" shall mean that portion of the Business Center owned by a Party.

ARTICLE II - CONSTRUCTION

2.1 The Approving Parties have agreed upon a set of design guidelines to create a first class business center which are more particularly set forth on Exhibit D attached hereto (the "Design Guidelines"). In order to insure compliance with the Design Guidelines, each Party shall, at least thirty (30) days prior to the commencement of any work on its Tract, submit to the Approving Parties for approval detailed plans ("Plans") as required by Exhibit E attached hereto covering the initial construction of each Building and any additions, remodeling, reconstruction or other alteration thereto which changes the exterior thereof. If an Approving Party should reject the Plans for not complying with the Design Guidelines, the submitting Party and the Approving Parties shall mutually consult to establish approved Plans for the proposed work. The Approving Parties shall not withhold approval of, or recommend changes in the Plans if the plans conform to the Design Guidelines and other requirements of the Declaration. In no event shall an Approving Party require any other Party to utilize design standards superior to those utilized by the Approving Party in the construction of any Buildings on its Tract. Approval of Plans by the Approving Parties shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with Governmental Requirements. No building or improvements shall be

erected until the Approving Parties have granted such approval. No material deviation shall be made from the approved Plans.

The Approving Parties acknowledge and agree that all Buildings and other improvements (i) existing within the Adjacent Common Areas as of the date hereof and (ii) those constructed pursuant to Resolution #05-98 by the City of Elk River, Minnesota are deemed approved and in compliance with the provisions of this Section 2.1

2.2 No Building within the Adjacent Common Areas shall exceed four (4) stories, nor the following height restrictions

- (A) On the Target Tract - 50 feet
- (B) On the County Tract - 50 feet

The height of any Building shall be measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such Building. Any Party shall have the right to install, maintain, repair, replace and remove Communications Equipment (defined below) on the top of the Building on its Tract which may extend above the height limits established above; provided, however, such Communication Equipment shall be set back from the front of the Building to reduce visibility thereof by customers. As used herein, the phrase "Communications Equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable

ARTICLE III - MAINTENANCE AND REPAIR

3.1 Adjacent Common Areas

3.1.1 Each Party shall operate and maintain, at its sole cost and expense, the Adjacent Common Areas on its Tract in a clean, sightly and safe condition. The unimproved Common Area shall be mowed and kept litter-free. The Common Area shall be operated and maintained in compliance with all applicable Governmental Requirements, and the provisions of this Declaration. Until a Party develops its Adjacent Common Area, such Party shall place and maintain appropriate ground cover over the balance of such Adjacent Common Area to prevent erosion and blowing dust, including either (i) the maintenance of any sod, hydroseed and/or grass located thereon to make its appearance consistent with a first class business center and/or (ii) typical and ordinary agricultural crops.

ARTICLE IV - OPERATION OF THE BUSINESS CENTER

4.1 Uses

4.1.1 The Adjacent Common Areas shall be used only for industrial, office and commercial uses which are compatible with and complement one another. By way of example, the following uses are permitted within the Adjacent Common Areas:

- (A) Light manufacturing
- (B) Research and development laboratories.
- (C) Government, business, and professional offices, including without limiting, pretrial and post-trial detention facilities, highway maintenance facilities and a veterans service center
- (D) Mail order operations.
- (E) Telecommunication operations.
- (F) Warehouse space not exceeding 50 percent of the entire building.
- (G) Showroom space.
- (H) Repair and maintenance, excluding auto repair.
- (I) Financial institutions.
- (J) Farming of ordinary and typical crops.
- (K) Golf courses.

4 1.2 The following uses are permitted only as accessory uses to the above uses:

(A) Off-street parking lots or facilities.

(B) Retail sales, provided the following conditions are met

- (i) The retail sales activity shall not be located in an administrative office facility, but shall be located within a business, the principal use of which is not commercial sales.
- (ii) The retail sales activity shall not occupy more than 15 percent of the gross floor area, or a maximum of 5,000 square feet of the occupied quarters, whichever is less.
- (iii) The retail sales activity shall be related and subordinate to the principal use
- (iv) No sign identifying or promoting that retail sales occur within the building shall be visible from outside the building
- (v) Freestanding retail shops and stores shall be limited to those which complement other uses within the business park and provide a service to those other businesses, and shall not exceed 5,000 square feet in size.
- (vi) Retail/wholesale sales incidental to products manufactured, assembled, or warehoused on the premises may be permitted as an accessory use provided no more than ten percent of the building is used for retail/wholesale sales.

4.1.3 Without limiting the general effect of the first sentence of Section 4.1.1 above, the following uses shall not be permitted within the Adjacent Common Areas:

- (A) Any distilling, refining, smelting, or mining operation
- (B) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
- (C) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors.
- (D) Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer.
- (E) Any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation.
- (F) Any bowling alley or skating rink.
- (G) Any movie theater or live performance theater.
- (H) Any hotel, motel, short or long term residential use, including but not limited to, single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.
- (I) Any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall.
- (J) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices, or bingo hall.
- (K) Any use of Hazardous Materials except incidental to otherwise permitted operations under this Declaration. Without limiting the generality of the foregoing, no gas/service station and/or other

facility that dispenses gasoline, diesel or other petroleum products as fuel shall be permitted.

4.1.4 No Party shall use, or permit the use of, Hazardous Materials on, about, under or in the Adjacent Common Areas on its Tract, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Party, whether or not in the ordinary course of business.

For the purpose of this Section 4.1, the term (i) "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

4.1.5 The names "Target", or any variation using the name "Target" shall not be used to identify the Business Center or any business or trade conducted on the County Tract

4.2 Signs and Signage

4.2.1 Freestanding Signage All freestanding signs within the Adjacent Common Areas shall be approved by the Approving Parties. Each Party erecting a sign shall maintain it at its sole cost and expense pursuant to Governmental Regulations, in a safe condition and in a good state of repair. All freestanding signage shall be of a monument style sign and have a maximum size of 64 square feet and height of eight feet.

4.2.2 Building Signage. One on-premise business wall sign per Building, not to exceed two square feet in sign area for each linear foot of the building frontage up to a maximum of 128 square feet per occupancy is permitted within the Adjacent Common Areas.

4.2.3 Signage Specifications. No freestanding signage nor any signage attached to the exterior of a Building within the Adjacent Common Areas shall be:

- (A) Placed on canopy roofs extending above the Building roof, placed on penthouse walls, or placed so as to project more than two (2) feet above the parapet, canopy or top of the wall upon which it is mounted.

- (B) Placed at any angle to the Building.
- (C) Painted on the surface of any Building.
- (D) Flashing, moving or audible
- (E) Made utilizing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers.
- (F) Made of paper or cardboard, or be temporary in nature (exclusive of contractor signs), or be a sticker or decal, provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's space of a small sticker or decal indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar items of information.

ARTICLE V - MISCELLANEOUS

5.1 Estoppel Certificate

Each Party agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party, it will issue within thirty (30) days after receipt of such request to such Party, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

- (A) Whether it knows of any default under this Declaration by the requesting Party, and if there are known defaults, specifying the nature thereof in reasonable detail.
- (B) Whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.
- (C) Whether this Declaration is in full force and effect

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer challenge acts committed by

other Parties for which approval by the Approving Parties was required but not sought or obtained.

5.2 Notices

All notices, demands and requests (collectively, the "notice") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended. The initial addresses of the Parties shall be:

Target	Target Corporation Property Development Attn: Property Administration 1000 Nicollet Mall Minneapolis, MN 55403
County:	Sherburne County Sherburne County Administrator 13880 Highway 10 Elk River, Minnesota 55330
Fee Owner:	Stewart T. Wilson General Partner, Hoyt Partners LLP PO Box 277 Elk River, MN 55330

Upon at least ten (10) days prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

5.3 Approval Rights

5.3.1 Except as otherwise provided herein, with respect to any matter as to which a Party has specifically been granted an approval right under this Declaration, nothing contained in this Declaration shall limit the right of a Party to exercise its business judgment, in its sole discretion, whether or not "objectively" reasonable under the circumstances, and any such decision shall not be deemed inconsistent with any covenant of good faith and fair dealing which may be implied by law to be part of this Declaration. The Parties intend by this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

5.3.2 Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Declaration shall be given by the Party to whom directed within thirty (30) days after receipt thereof. Each disapproval shall be in writing and, subject to Section 5.3.1, the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Party shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval. Notwithstanding anything contained herein to the contrary, the provisions of this Section 5.3.2 do not apply in any manner or fashion to any request which requires an amendment to this Declaration, such requests being governed solely by the provisions of Section 5.5.4.

5.3.3 If the Approving Parties' approval is requested, unanimous approval must be given.

5.4 Binding Effect

The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall bind the Tracts described herein and inure to the benefit of and be binding upon each Party. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

5.5 Construction and Interpretation

5.5.1 This Declaration and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Declaration and the Exhibits attached hereto. This Declaration has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such Parties, and such Parties are fully informed with respect thereto; no such Party shall be deemed the scrivener of this Declaration; and, based on the foregoing, the provisions of this Declaration and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party.

5.5.2 The captions preceding the text of each article and section of this Declaration are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

5.5.3 Invalidity of any of the provisions contained in this Declaration, or of the application thereof to any Person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

5.5.4 This Declaration may be amended by, and only by, a written agreement signed by all of the then current Approving Parties and shall be effective only when recorded in the county and state where the Business Center is located; provided, however, that no such amendment shall impose any materially greater obligation on, or materially impair any right of, a Party or its Tract without the consent of such Party. No agreement to any amendment of this Declaration shall ever be required of any Occupant or Person other than the Parties, nor shall any Occupant or Person other than the Parties have any right to enforce any of the provisions hereof. Since the submission of a proposed amendment to the Parties is not an item of "consent" or "approval", each Party may consider any proposed amendment to this Declaration in its sole and absolute discretion without regard to reasonableness or timeliness.

5.5.5 This Declaration may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Declaration may be executed and notarized on separate pages, and when attached to this Declaration shall constitute one (1) complete document.

5.6 Negation of Partnership

None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

5.7 Not a Public Dedication; Limits on Public Dedication

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Business Center or of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein. The Parties shall consult and coordinate with one another with respect to the dedication, locations and use of roadways or utility easements within the Adjacent Common Area so as to allow for the orderly and safe and mutually advantageous development of Tracts.

5.8 Excusable Delays

Whenever performance is required of any Party hereunder, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of

this Section shall not operate to excuse any Party from the prompt payment of any monies required by this Declaration

5.9 Mitigation of Damages

In all situations arising out of this Declaration, each Party and Operator, if any, shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party shall take all reasonable measures to effectuate the provisions of this Declaration.

5.10 Declaration Shall Continue Notwithstanding Breach

It is expressly agreed that no breach of this Declaration shall (i) entitle any Party to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the Business Center. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

5.11 Time

Time is of the essence of this Declaration.

5.12 No Waiver

The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

ARTICLE VI - TERM

6.1 Term of this Declaration

This Declaration shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2050. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

ARTICLE VII - EXCULPATION

7.1 Certain Limitations on Remedies

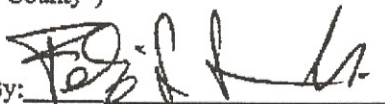
None of the Persons comprising a Party (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the Business Center of a defaulting Party for recovery of damages for any breach of this Declaration.

[Rest of page intentionally left blank]

SIGNATURE PAGE
FOR
OPERATION AND EASEMENT AGREEMENT
BETWEEN
TARGET CORPORATION
AND
COUNTY OF SHERBURNE

IN WITNESS WHEREOF, the Parties have caused this Declaration to be executed effective as of the day and year first above written.

COUNTY OF SHERBURNE
("County")

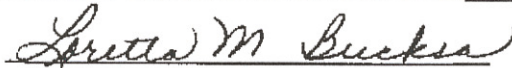
By: 

Name: FELIX L. SCHMIESING

Title: CHAIRPERSON

STATE OF MINNESOTA)
COUNTY OF SHERBURNE) ss

On this 6th day of OCTOBER, 2005, before me, a Notary Public within and for said County, personally appeared FELIX L. SCHMIESING to me personally known, being first by me duly sworn, did say that he is the CHAIRPERSON OF BOARD OF COMMISSIONERS of County of Sherburne and that said instrument was signed on behalf of said BOARD by authority of its BOARD and FELIX SCHMIESING acknowledged said instrument to be the free act and deed of said COUNTY.


Notary Public

My commission expires. 1-31-10



DRAFTED BY:
KATHLEEN A. HEANEY
SHERBURNE CO ATTNY
13880 HWY 10
ELK RIVER MN 55000
7632412565 #167642

SIGNATURE PAGE
FOR
OPERATION AND EASEMENT AGREEMENT
BETWEEN
TARGET CORPORATION
AND
COUNTY OF SHERBURNE

IN WITNESS WHEREOF, the Parties have caused this Declaration to be executed effective as of the day and year first above written.

HOYT PARTNERS, LLP
("FEE OWNER")

By *Stewart T. Wilson*
Name: STEWART T. WILSON
Title: GENERAL PARTNER

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 10th day of October, 2005, before me, a Notary Public within and for said County, personally appeared Stewart T. Wilson to me personally known, being first by me duly sworn, did say that he is the General Partner of Hoyt Partners, LLP and that said instrument was signed on behalf of said Partnership by authority of its Stewart T. Wilson and Stewart T. Wilson acknowledged said instrument to be the free act and deed of said Partnership.

Elizabeth A. Giese
Notary Public


My commission expires: _____



SIGNATURE PAGE
FOR
OPERATION AND EASEMENT AGREEMENT
BETWEEN
TARGET CORPORATION
AND
SHERBURNE COUNTY OF SHERBURNE

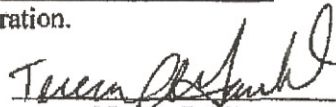
IN WITNESS WHEREOF, the Parties have caused this Declaration to be executed effective as of the day and year first above written

TARGET CORPORATION
("Target")

By 
Name Scott Nelson
Vice President
Target Corporation
Title. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 10th day of October, 2005, before me, a Notary Public within and for said County, personally appeared Scott Nelson to me personally known, being first by me duly sworn, did say that he is the Vice President of Target Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and Scott Nelson acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My commission expires _____

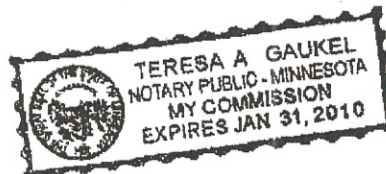


EXHIBIT A
LEGAL DESCRIPTION OF TARGET TRACT

Lot 1, Block 1, Elk Path Business Center Third Addition, according to the recorded plat thereof, and situate in Sherburne County, Minnesota

EXHIBIT B
LEGAL DESCRIPTION OF COUNTY TRACT

Outlot A, Elk Path Business Center Third Addition, according to the recorded plat thereof, and situate in Sherburne County, Minnesota.

EXHIBIT C
DESIGN SPECIFICATONS

- (1) Loading spaces and overhead doors
 - a. Loading spaces/overhead doors shall be located in designated rear yards and secondarily in designated side yards. Loading areas/overhead doors shall not be located in designated front yards unless approved as a conditional use.
 - b. Loading spaces and overhead doors shall be designed to be compatible with the principal building. Architectural techniques and landscaping shall be employed to reduce visual impacts from adjacent properties and roadways.
- (2) Dumpsters and refuse enclosures
 - a. All dumpsters shall be completely screened from public view by using enclosures constructed of similar material as the principal building.
 - b. Refuse enclosures shall include gates and be located in designated rear or side yards.
- (3) Rooftop or ground electrical equipment, signs.
 - a. All utility equipment shall either be:
 1. Screened from the eye level view of adjoining properties by use of exterior walls and/or landscaping;
 2. Painted to match or complement the building structures, or
 3. Incorporated into an architectural design.
 - b. Notwithstanding the provisions of subdivision II of division 5 of this article, the following requirements regarding signage shall be met:
 1. All freestanding signage shall be of a monument style sign and have a maximum size of 64 square feet and height of eight feet.
 2. One on-premises business wall sign per occupancy, not to exceed two square feet in sign area for each linear foot of the building frontage up to a maximum of 128 square feet per occupancy, is permitted.

(4) Exterior building finishes.

a The following are acceptable building materials and finishes:

- 1 Brick.
2. Natural or cut stone
- 3 Integrally colored split face (rock face), burnished, or glazed concrete masonry unit (excluding plain or painted).
4. Integrally colored and exposed aggregate precast concrete panels (excluding single-T or double-T panels, plain, uncolored, or raked finish) or specially designed, cast-in-place concrete.
5. Glass, architectural metal, fiberglass and aluminum, provided such panels are factory fabricated and finished with a durable non-fade surface and their fasteners are of a corrosion-resistant design
6. Stucco, E.I.F.S., and other cementitious coating.
7. Wood, provided the surfaces are finished for exterior use or wood of proven exterior durability is used, such as cedar, redwood, and/or cypress.
8. Other materials determined as acceptable by the Parties.

b Major exterior surfaces that are adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall be of one of the acceptable materials and shall be combined with at least 30 percent of one or more acceptable materials, or with 40 percent punched openings, with or without glass (or as much as allowed by the Uniform Building Code, whichever is less), neither of which are to be concentrated in any one location, unless to accentuate a design feature. Major exterior surfaces that are visible from but not adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall be considered transition walls and may have less than the 30 percent combination or less than 40 percent punched openings, but either shall not be reduced to zero percent). Reductions below 20 percent shall require staff approval. Such walls shall be screened from view with additional landscaping. The requirement to have at least 30 percent of one or more acceptable materials shall not apply to the loading dock wall.

c. Exterior wall surfaces are to be designed with architectural interest through multiple design techniques such as, but not limited to, architectural forms, reveals, textures, cornice detailing, changes in surface planes, color, punched openings and/or changes in parapet elevations

d. The building shall be designed so as to prevent the appearance of straight, unbroken lines in the horizontal and vertical surfaces

e Main entrances shall be emphasized with a complementary material which is different from the primary building material

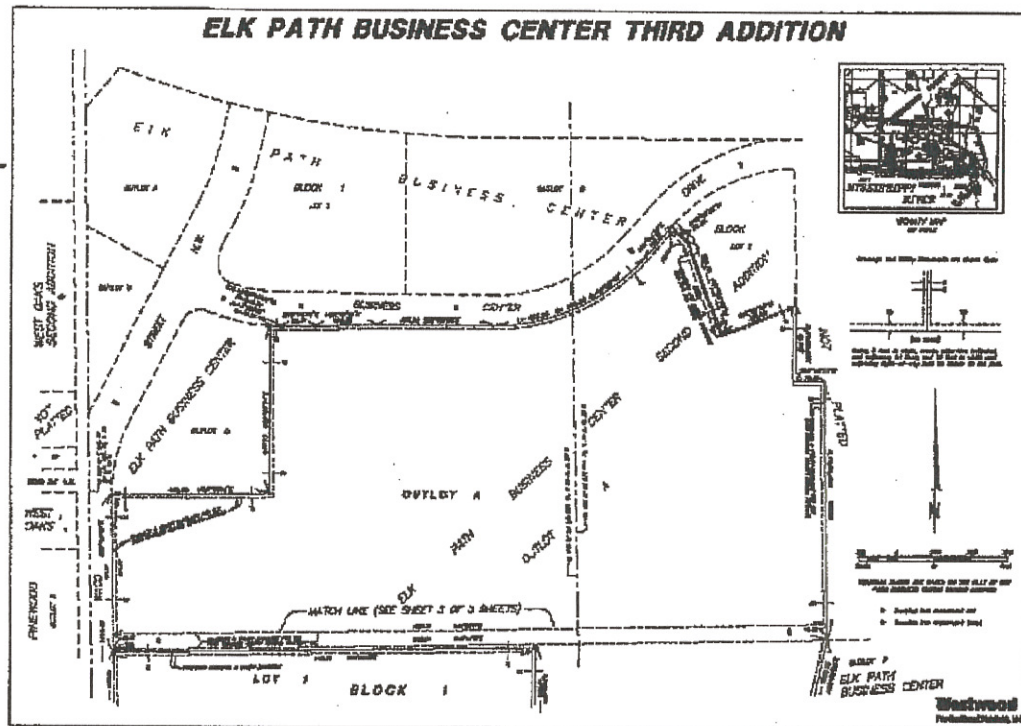
- f Garage doors shall have a color that matches or coordinates with the building's primary body color.
 - g The building and grounds shall be designed to screen equipment located on the roof of the building. Alternatively, such equipment shall be located in such a manner so that it cannot be seen from the adjacent public street, public path/trail, or adjacent residentially zoned property.
- (5) Landscaping. The following requirements shall be met:
- a Of the total number of overstory trees required, a minimum of 25 percent shall be ornamental trees and 25 percent shall be conifer trees.
 - b. A landscaping credit of up to 25 percent may be given to a site plan which contains exterior sculptures, fountains, ponds beyond those required for storm drainage and other site enhancements as approved by the building and zoning administrator.
 - c. Underground irrigation shall be installed within the front yard and all landscaped areas adjacent to a public right-of-way.
 - d The use of berms, ornamental and conifer trees shall be used to enhance the architectural features and to diminish the mechanical and service areas of the buildings.

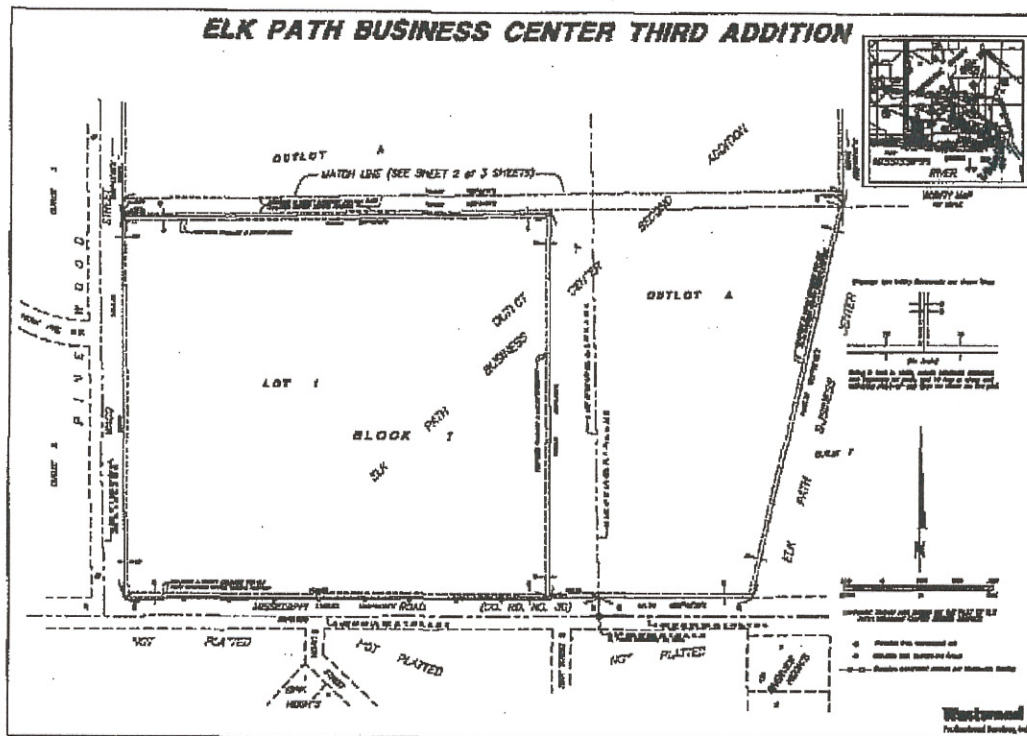
**EXHIBIT D
SUBMISSION GUIDELINES**

1. During the conceptual design phase, the constructing party shall submit to the other parties the following:
 - A. Site Design Documents to Indicate the Following:
 - o Parking configurations and car parking count
 - o Typical bay width and stall dimensions
 - o Drive widths
 - o Setbacks
 - o Curb cuts
 - o Spot elevations or rough contours
 - o Rough landscape scope
 - o Lighting pole locations
 - o Preliminary utility strategies
 - B. Building Design Single Line Plans to Indicate the Following:
 - o Exterior wall configuration
 - o Doors and store front extent
 - o Canopies and overhangs
 - o Probable column locations at exterior and abutting our building on interior
 - C. Exterior Elevation Drawings to Indicate the Following.
 - o Opaque wall areas with doors and store fronts
2. After approval has been granted of conceptual design phase submitted in accordance with the guidelines specified in 1 above, the constructing party shall submit final design phase plans to the other parties as follows:
 - A. Site Design Documents Delineating Information Outlined in the Concept Phase with the Following Added Detail:
 - o Refined grading plans
 - o Selected lighting fixtures and resultant lighting levels in foot candles
 - o Landscaping showing generic planting materials and locations
 - o Proposed paving section designs and location
 - o Utility layouts
 - o Proposed site signage designs and locations
 - B. Building Design Plans Delineating Information Outlined in the Concept Phase with the Following Added Detail:
 - o Exterior wall thicknesses
 - o Structural columns or bearing walls at building exterior and proposed foundation design at adjoining wall between abutting buildings

- o Where common footings are to be shared provide wall or column load information for design of that footing
 - o Proposed roof plan showing slopes and location of penthouses or other major mechanical equipment
 - o References of key flashing details of roof to adjoining building
- C Exterior Elevation Drawings Delineating Information Outlined in the Concept Phase with the Following Added Detail
- o Proposed building sign standards
 - o Proposed large scale details of key section conditions to show exterior design intent
 - o Major penthouses or rooftop equipment profiles
 - o Features such as special masonry patterns, bands or special materials and textures
 - o Wall sections at various exterior locations including at the demising wall to the adjoining building with key vertical dimensioning
3. If a building is to have a through-the-wall pedestrian access connection to an adjoining building, then the final design phase submission shall also include (to the owner of such adjoining building) the following:
- o Plans of the pedestrian mall circulation showing any variations in floor elevations
 - o Proposed ceiling design including special features such as variations in height or skylights
 - o Floor material patterns
 - o Landscaping
 - o Proposed interior sign guidelines
 - o Paint color chips and samples of other materials such as brick or concrete aggregates (glass or aluminum finishes may be annotated on the plans or elevations)
4. The constructing party shall provide the other parties with a complete set of bid documents for the building and/or improvements to be located upon its Tract

EXHIBIT X
PLAT





GRANT OF EASEMENT
FOR
UTILITY AND DRAINAGE PURPOSES

THIS GRANT OF EASEMENT FOR UTILITY AND DRAINAGE PURPOSES is made on this 8th day of May, 1995, by Hoyt Partners, a Minnesota general partnership; (Grantor), to the CITY OF ELK RIVER, a Minnesota municipal corporation (Grantee).

RECITALS

Grantor is the owner in fee simple of real property in the County of Sherburne, Minnesota, which is legally described on Exhibit A attached hereto (the Easement Tract). Grantee desires to use a portion of the Easement Tract for the construction and maintenance of certain utilities and for drainage purposes.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1. Permanent Easement - Grantor hereby grants to Grantee, its successors and assigns, a permanent easement (the Permanent Easement) for utility and drainage purposes over, under, upon and across that portion of the Easement Tract legally described on Exhibit B. The Permanent Easement shall permanently run with the title to the Easement Tract and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Easement Tract and all persons claiming under them.

2. Use of Easement Tract - Grantor hereby agrees that it will not perform or allow or cause the construction of any improvements on the Permanent Easement which could damage or

obstruct the Permanent Easement or interfere with Grantee's access to or Grantee's right to construct, maintain and repair the utilities and the drainage facilities on the Permanent Easement.

3. Warranty of Title - Grantor represents and warrants to Grantee that it is the only owner of fee simple title to the Easement Tract, and that there are no undisclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreement of any nature whatsoever affecting title to the Easement Tract. Grantor, on behalf of itself, its successors, and assigns, hereby indemnifies and holds harmless Grantee against and from any and all claims for loss, damage, or expenses which may be incurred or asserted by Grantor or any party whose consent is required to be obtained hereunder, in connection with this Grant of Easement for Utility and Drainage Purposes or Grantee's use of the Permanent Easement pursuant to this Grant of Easement for Utility and Drainage Purposes.

4. Maintenance of Permanent Easement - Grantee shall be responsible for maintaining the Permanent Easement.

5. Governing Law - This Grant of Easement for Utility and Drainage Purposes shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement for Utility and Drainage Purposes on the above date.

EXHIBIT A

That part of the West Half of the Southeast Quarter of Section 31, Township 33, Range 26, Sherburne County, Minnesota, except the following described parcel:

Commencing at the intersection of the East line of the said West Half of the Southeast Quarter with the Southerly right-of-way line of the United States Highways No. 10 and 52 as presently located and established; thence South on and along said East line a distance of 660.00 feet to the point of beginning of the tract to be described; thence continue South on and along the said East line a distance of 660.00 feet; thence West at right angles to said East line a distance of 660.00 feet; thence North and parallel to said East line to the North line of the West Half of the Southeast Quarter of said Section 31, thence Easterly on and along said North line to the East line thereof; thence Southerly on and along said East line to the point of beginning, subject to easements of record for public highway purposes.

Also except the West 75.00 feet of the East 735.00 feet of the North 875.00 feet of the West Half of the Southeast Quarter of Section 31, Township 33, Range 26, Sherburne County, Minnesota, lying Southerly of U.S. Highway No. 10 and 52 as presently located and established.

EXHIBIT B

The East 10.00 feet of the West Half of the Southeast Quarter of Section 31, Township 33, Range 26, Sherburne County, Minnesota, which lies South of a line described as follows:

Commencing at the intersection of the East line of said West Half of the Southeast Quarter with the Southerly right-of-way line of U.S. Highways No. 10 and 52 as presently located and established; thence South on and along said East line a distance of 1,320.00 feet to the point of beginning of said line to be hereinafter described; thence West at right angles to said East line a distance of 660.00 feet and there terminating.

309234

GRANTEE:
CITY OF ELK RIVER

By: Henry A. Duitsman
Its: Mayor

By: Sandy P. Thackeray
Its: City Clerk

GRANTOR:
HOYT PARTNERS

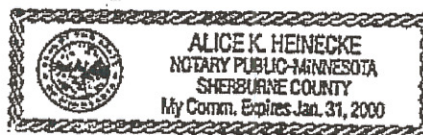
By: Stewart T. Wilson
Its: Partner

STATE OF MINNESOTA
ss.
COUNTY OF SHERBURNE

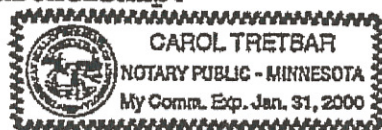
This instrument was acknowledged before me this 8 day of May, 1995, by Henry A. Duitsman and Sandy Thackeray, the Mayor and City Clerk, respectively of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation.

Alice K. Heinecke
Notary Public

STATE OF MINNESOTA
ss.
COUNTY OF Sherburne



This instrument was acknowledged before me this 8th day of May, 1995, by STEWART T. WILSON, a partner of Hoyt Partners, a Minnesota general partnership, on behalf of the partnership.



Carol Tretbar
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

309234

LARKIN, HOFFMAN, DALY & LINDGREN, Ltd.
1500 Norwest Financial Center
7900 Xerxes Avenue South
Bloomington, Minnesota 55431
(612) 835-3800

COUNTY RECORDER
SHERBURNE CO., MINN.
PAT RASMUSSEN
BY Pat Rasmussen DEPUTY

MAY 31 3 23 PM '95



462313

462313

COUNTY RECORDER
SHERBURNE CO. MINN.
MICHELLE ASHE
Michelle Ashe DEPUTY

'02 MAR 1 PM 2 31

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into effective as of January 8, 2002, by and between **J.L.T. PARTNERSHIP, LLP**, a Minnesota limited liability partnership (AJLT@), and **HOYT PARTNERS, LLP**, a Minnesota limited liability partnership ("Hoyt").

BACKGROUND

JLT is the owner of that certain unimproved parcel of real estate located in Elk River, Sherburne County, Minnesota, as legally described on Exhibit A attached hereto and incorporated herein by this reference ("JLT Parcel").

Hoyt is the owner of that certain unimproved parcel of real estate adjacent to, contiguous with, and located to the west of the JLT Parcel in Elk River, Sherburne County, Minnesota, as legally described on Exhibit B attached hereto and incorporated herein by this reference ("Hoyt Parcel").

The western boundary of the JLT Parcel is contiguous with a portion of the eastern boundary of the Hoyt Parcel, as shown on the survey/proposed site plan attached as Exhibit C ("Survey").

As shown on the Survey, a proposed blacktop driveway and curb cut onto Business Center Drive runs along the length of said shared boundary and will be utilized by the owners of the respective parcels for access. The portions of the Hoyt Parcel and the JLT Parcel which are encumbered by such common roadway are shown on the Survey and legally described on Exhibit D attached hereto and incorporated herein ("Easement Area").

The parties wish to create and impose certain easements and covenants on the Easement Area as appurtenant benefits and burdens for the respective parcels, and the parties have entered into this Agreement for such purposes.

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

1. **Submission of the Parcels to this Agreement.** The JLT Parcel and the Hoyt Parcel are hereby both subjected to the provisions of this instrument, and such parcels

shall hereafter be owned, occupied, leased, sold, mortgaged or otherwise transferred subject to and together with the covenants, easements and restrictions of this instrument. The provisions hereof shall run with and bind the land.

2. **Driveway and Access Easement.** There is hereby granted, created, reserved and imposed an appurtenant, permanent, non-exclusive easement for driveway access, ingress and egress, vehicular and pedestrian, from Business Center Drive over, across and upon the Easement Area for the mutual benefit of the JLT Parcel and Hoyt Parcel.

3. **Construction.** Within one (1) year from the date hereof, the owner of the JLT Parcel agrees to construct the curb cuts and bituminous surfacing in accordance with (i) the depiction on the Survey, and (ii) with plans and specifications reasonably approved by the owner of the JLT Parcel and the owner of the Hoyt Parcel. The curb cuts and bituminous surfacing shall be constructed by a contractor reasonably acceptable to the owner of the Hoyt Parcel and the owner of the JLT Parcel, and the costs of such construction shall be split evenly between JLT and Hoyt.

4. **Maintenance and Repairs.** Each owner shall have the responsibility for the maintenance and repair for the portions of their respective parcels located outside of the Easement Area. After its construction, the parties will mutually determine the need for repairs and maintenance of the driveway located in the Easement Area, which road shall at all times be maintained in a good and serviceable condition. The cost of maintenance, patching, sweeping, re-surfacing, minor repairs and snow removal of the common portion of the driveway located on the Easement Area shall thereafter be the responsibility of the owner of the JLT Parcel until such time, if any, as such driveway is used on a regular basis for access to or egress from the Hoyt Parcel, whereupon and whereafter such costs shall be shared equally (50/50) by the owners of each parcel. If the responsible party does not adequately provide its required share of the maintenance costs of the common portion of the driveway, the other party, upon ten (10) days' written notice to the responsible party, may provide such maintenance or repair of the driveway, and all costs incurred, plus an amount equal to ten percent (10%) of all costs incurred as reimbursement for overhead and supervision, shall be due and payable immediately from the responsible party to the other party. If the responsible party does not pay such amount upon demand, the responsible party, in addition, agrees to pay all costs and attorneys' fees, together with interest thereon at the rate of eight percent (8%) per annum to the other party should legal proceedings be initiated to collect said amount.

5. **Non-Merger.** Notwithstanding any law to the contrary, if at any time the two parcels are owned by the same person or entity, the reciprocal covenants, easements and restrictions provided herein shall not merge and/or terminate, but shall remain in full force and effect; and upon a subsequent conveyance, transfer or assignment of ownership of one or more of the parcels, the easements, restrictions, rights and obligations contained herein shall be fully enforceable by and against all subsequent owners and parties in interest.

6. **Remedies.** In view of the purposes of this Agreement, the parties acknowledge that money damages in the event of a default in the performance of any provisions hereof may be inadequate, and accordingly either party shall have the right, in addition to any other remedies available, to apply for and receive from any court of competent jurisdiction, equitable relief by way of (i) restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms hereof; (ii) specific performance to enforce performance of the terms hereof; or, (iii) reimbursement for costs incurred in securing any such relief, including reasonable attorneys fees. However, such right of equitable relief and remedies provided above shall not be construed to be in lieu of the right to seek any other available remedy at law, or to seek money damages for a breach hereof. The parties hereby expressly agree that any equitable relief may be granted upon the posting of a minimal \$2,000 bond.

7. **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the driveway or access to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes express herein.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

J.L.T. PARTNERSHIP, LLP

By: _____

Its: _____

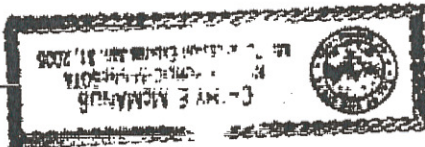
HOYT PARTNERS, LLP

By: _____

Its: _____

STATE OF MINNESOTA)
COUNTY OF Sherburne) ss.

The foregoing instrument was acknowledged before me this 8 day of January, 2002, by Lynn P. Caswell, the Partner of the J.L.T. PARTNERSHIP, LLP, a Minnesota limited liability partnership, on behalf of said partnership.



Cathy E. McManus
Notary Public

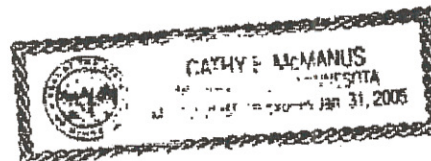
STATE OF MINNESOTA)
COUNTY OF Sherburne) ss.

The foregoing instrument was acknowledged before me this 8 day of January, 2002, by Stewart T. Wilson, the Managing Partner of the HOYT PARTNERS, LLP, a Minnesota limited liability partnership, on behalf of said partnership.

Cathy E. McManus
Notary Public

THIS INSTRUMENT
WAS DRAFTED BY:

Ravich Meyer Kirkman
McGrath & Nauman,
A Professional Association
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2225



P:\KELLEY\WPDATA\M0711\ZEASEMENT.AGR.1-7-02.DOC

462313

EXHIBIT A

JLT PARCEL

Lot 1, Block 1, Elk Path Business Center Second Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

462313

EXHIBIT B

HOYT PARCEL

Outlot A, Elk Path Business Center Second Addition, according to the recorded plat thereof, Sherburne County, Minnesota.

462313

EXHIBIT C

SURVEY

EXHIBIT DEASEMENT AREA

Easement for the benefit of Lot 1, Block 1

That part of Outlot A, ELK PATH BUSINESS CENTER SECOND ADDITION, Sherburne County, Minnesota which lies within a strip of land 16.00 feet in width, the Easterly line of which is described as follows: Beginning at the southwest corner of Lot 1, Block 1 said ELK PATH BUSINESS CENTER SECOND ADDITION; thence North 21 degrees 02 minutes 53 seconds West, along the westerly line of said Lot 1, a distance of 261.18 feet; thence North 48 degrees 15 minutes 26 seconds West, along said westerly line of Lot 1, a distance of 59.46 feet to the northwest corner of said Lot 1 and there terminating. Said strip of land is to extend by its full width from the westerly extension of the south line of said Lot 1 to the southerly right of way line of Business Center Drive, as dedicated in the plat of ELK PATH BUSINESS CENTER on file in said Sherburne County.

Easement for the benefit of Outlot A

That part of Lot 1, Block 1, ELK PATH BUSINESS CENTER SECOND ADDITION, Sherburne County, Minnesota which lies within a strip of land 16.00 feet in width, the Westerly line of which is described as follows: Beginning at the southwest corner of Lot 1, Block 1 said ELK PATH BUSINESS CENTER SECOND ADDITION; thence North 21 degrees 02 minutes 53 seconds West, along the westerly line of said Lot 1, a distance of 261.18 feet; thence North 48 degrees 15 minutes 26 seconds West, along said westerly line of Lot 1, a distance of 59.46 feet to the northwest corner of said Lot 1 and there terminating. Said strip of land is to extend by its full width from the south line of said Lot 1 to the north line of said Lot 1.