



**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Issuing Office: 121 South 8th Street, Suite 1250, Minneapolis, MN 55402  
Issuing Office's ALTA® Registry ID: 0005802  
Commitment Number: NCS-1193310-MPLS  
Issuing Office File Number: NCS-1193310-MPLS  
Property Address: 3001 American Boulevard East, Bloomington, MN  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: September 11, 2023 at 7:30 AM
2. Policy to be issued:
  - a. ALTA® Extended Owner's Policy  
Proposed Insured: BCS GD West, LLC  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
BCS GD West, LLC, a Minnesota limited liability company (that portion formerly contained in Outlot U, Bloomington Central Station 2nd Addition), and Bloomington Central Station, LLC, a Delaware limited liability company (that portion formerly contained in Outlot U, Bloomington Central Station 2nd Addition)
5. The Land is described as follows:  
  
Real property in the County of Hennepin, State of Minnesota, described as follows:  
  
Outlot B, Bloomington Central Station 7th Addition, Hennepin County, Minnesota.  
  
(Abstract Property)

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Commitment No. NCS-1193310-MPLS

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The standard form of Seller's and/or Purchaser's Affidavit, satisfactory to the Company, is required.
6. Additional requirements to be determined.

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Commitment No. NCS-1193310-MPLS

**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date but prior to the date the Proposed Insured acquires for value the Title or Mortgage covered by this Commitment.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
6. All assessments and taxes due and payable in 2023, and thereafter.
7. Easements, or claims of easement, not shown by the Public Records.
8. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
9. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.

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10. Real estate taxes payable in the year 2023 in the amount of \$97,715.66 total; first half paid, second half unpaid.  
Base tax: \$97,715.66.  
Tax Parcel No. 01-027-24-14-0030
11. Levied and pending special assessments, if any.
12. Drainage and utility easements as shown on the plat of Bloomington Central Station 7th Addition, recorded December 21, 2021, as Document No. 11055986.
13. Drainage and utility easements as shown on the recorded plat of Bloomington Central Station 2nd Addition recorded December 19, 2008 in Document No. 9301750.
14. Memorandum of Right of First Offer Agreement by and between Bloomington Central Station, LLC, a Delaware limited liability company, MG Bloomington, LLC, a Delaware limited liability company, and Bloomington CS HP, LLC, a Delaware limited liability company, dated June 4, 2007, filed August 8, 2007, as Document No. 9021315.  
  
Subordination of Right of First Offer Agreement by and between Health Partners, Inc., a Minnesota non-profit corporation, and Bloomington CS HP, LLC, a Delaware limited liability company, dated June 4, 2007, filed August 8, 2007, as Document Nos. 9021316.
15. Terms and conditions of Easement and License Agreement by and between Port Authority for the City of Bloomington, Minnesota, and Bloomington Central Station, LLC, dated October 27, 2005, filed December 19, 2008, as Document No. A9301743.
16. Easement for sidewalk and bikeway purposes in favor of the City of Bloomington, as contained in Easement dated December 8, 2008, filed December 19, 2008, as Document No. A9301757.
17. Easement and Maintenance Agreement between the City of Bloomington and Bloomington Central Station, LLC, for Bloomington Central Station for construction, maintenance and use of On-Site Public Improvements and for Demolition dated August 18, 2008, filed August 26, 2008, as Document No. 9175656.  
  
Amended by Amendment to Easement and Maintenance Agreement between the City of Bloomington and Bloomington Central Station, LLC, for Bloomington Central Station for construction, maintenance and use of On-Site Public Improvements and for Demolition dated June 16, 2014, filed June 18, 2014, as Document No. A10088907.
18. Easements for street purposes, for sidewalk, bikeway, drainage, and utility purposes, and for sidewalk and bikeway purposes, in favor of the City of Bloomington, as contained in Easement dated July 21, 2014, filed July 24, 2014, as Document No. A10100766.

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19. Stormwater Structure Maintenance Agreement by MG Bloomington, LLC, a Delaware limited liability company, dated September 9, 2014, filed September 10, 2014, as Document No. A10115738.
20. Reciprocal Parking and Access Easements Agreement dated February 7, 2017, recorded February 9, 2017, as Document No. A10410844. As affected by Notice of Termination of Initial Construction Parking Easement dated December 11, 2018, recorded December 14, 2018, as Document No. A10620493.
21. Right of First Offer Agreement dated February 7, 2017, recorded February 9, 2017, as Document No. A10410847.
22. Declaration of Restrictions Regarding Competitors dated February 7, 2017, recorded February 9, 2017, as Document No. A10410848.
23. Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Apartment Property dated December 18, 2014, filed December 22, 2014, as Document Nos. A10147078.  
  
Amended by First Amendment to Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Apartment Property dated December 11, 2018, recorded December 14, 2018, as Document No. A10620498.
24. Right of First Offer Agreement dated December 26, 2018, recorded January 3, 2019, as Document No. A10624186.
25. Unrecorded Redevelopment Contract dated as of February 22, 2005, by and among the City of Bloomington, Minnesota, a Minnesota municipal corporation, the Port Authority of the City of Bloomington, Minnesota, a Minnesota public body corporate and politic, and Bloomington Central Station, LLC, a Delaware limited liability company, as evidenced of record by Memorandum of Redevelopment Contract executed by said parties dated February 22, 2005, filed February 24, 2005, as Document No. 8532388.
26. Development Agreement, Bloomington Central Station Planned Development, by and between the City of Bloomington, a Minnesota municipal corporation, and Bloomington Central Station, LLC, a Delaware limited liability company, dated February 22, 2005, filed February 24, 2005, as Document No. 8532389.
27. Declaration of Easements, Rules and Regulations, and Architectural Standards relating to Bloomington Central Station Residential Condominium dated March 17, 2005, filed March 29, 2005, as Document No. 8552482.
28. Terms and conditions of Easement Agreement dated March 31, 2005, filed May 25, 2005, as Document No. 8588255.

Amended by Amendment to Easement Agreement dated December 8, 2008, filed December 19, 2008, as Document No. 9301758.

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29. Declaration of Parking Easement dated June 4, 2007, filed August 8, 2007, as Document Nos. 9021312.
30. Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Lot 1, Block 1, Bloomington Central Station Addition, dated June 4, 2007, filed August 8, 2007, as Document No. 9021313.

Amended by Amendment to Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Lot 1, Block 1, Bloomington Central Station Addition, dated June 16, 2014, filed June 18, 2014, as Document No. A10088909.

Amended by Amendment to Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Lot 1, Block 1, Bloomington Central Station Addition, dated December 18, 2014, filed December 22, 2014, as Document No. A10147070.

31. Memorandum of Right of First Offer Agreement by and between Bloomington Central Station, LLC, a Delaware limited liability company, MG Bloomington, LLC, a Delaware limited liability company, and Bloomington CS HP, LLC, a Delaware limited liability company, dated June 4, 2007, filed August 8, 2007, as Document Nos. 9021315.

Subordination of Right of First Offer Agreement by and between Health Partners, Inc., a Minnesota non-profit corporation, and Bloomington CS HP, LLC, a Delaware limited liability company, dated June 4, 2007, filed August 8, 2007, as Document Nos. 9021316.

32. Terms and conditions of Easement and License Agreement by and between Port Authority for the City of Bloomington, Minnesota, and Bloomington Central Station, LLC, dated October 27, 2005, filed December 19, 2008, as Document No. A9301743.

33. Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Hotel Property dated June 16, 2014, filed June 18, 2014, as Document Nos. A10088908.

Amended by Amendment to Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to Hotel Property dated December 18, 2014, filed December 22, 2014, as Document No. A10147071.

34. Unrecorded lease dated December 14, 2001, now by and between Bloomington Central Station, LLC, a Delaware limited liability company, as lessor, and HealthPartners, Inc., a Minnesota nonprofit corporation, as lessee, as evidenced of record by Memorandum of Leases dated December 21, 2001, filed December 24, 2001, as Document No. 7613115.

Amended by Amendment of Memorandum of Lease and Amendment to Memorandum of Leases dated January 17, 2002, filed February 22, 2002, as Document No. 7659457.

Further amended by Amendment of Memorandum of Lease and Amendment to Memorandum of Leases dated July 11, 2005, filed October 6, 2005, as Document No. 8668779.

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Further amended by Amendment of Memorandum of Lease and Amendment to Memorandum of Leases dated June 29, 2006, filed July 24, 2006, as Document No. 8833511.

Further amended by Amendment of Memorandum of Lease and Amendment to Memorandum of Leases dated February 25, 2005, filed August 16, 2006, as Document No. 8846601.

Further amended by Amendment of Memorandum of Lease and Amendment to Memorandum of Leases dated March 30, 2012, filed December 3, 2013, as Document Nos. A10033710.

Further amended by Amendment of Memorandum of Lease and Amendment to Memorandum of Leases dated January 20, 2014, filed June 18, 2014, as Document No. A10088920.

35. Right of First Offer Agreement by and between Bloomington Corporate Center, LLC, a Delaware limited liability company, and HealthPartners, Inc., a Minnesota non-profit corporation, dated December 14, 2001, filed December 24, 2001, as Document No. 7613116.

Acknowledgement Under Right of First Offer Agreement dated July 26, 2006, filed August 16, 2006, as Document No. 8846606, as amended by Amendment to Acknowledgment Under Right of First Offer Agreement dated December 8, 2008, filed December 19, 2008, as Document Nos. A9301759.

36. Consent to and Agreement Regarding Conveyance of Property by and between Transamerica Life Insurance Company and Bloomington Central Station, LLC, dated July 25, 2006, filed September 5, 2006, as Document No. 8856518.

Amended by Amendment to Consent to and Agreement Regarding Conveyance of Property dated December 8, 2008, filed December 19, 2008, as Document Nos. A9301755.

37. Easement for parking and for vehicular and pedestrian ingress and egress for the benefit of Lot 1, Block 1, Bloomington Central Station 3rd Addition, as contained in Parking Easement Agreement dated June 16, 2014, recorded June 18, 2014, as Document No. A10088916.

First Amendment to Parking Easement Agreement dated January 12, 2021, recorded January 14, 2021, as Document No. 10900469.

Second Amendment to Parking Easement Agreement dated August 24, 2022, recorded September 20, 2022, as Document No. 11148040.

38. Easement for sidewalk, bikeway, drainage, and utility purposes in favor of the City of Bloomington, as contained in Easement dated June 21, 2014, recorded July 24, 2014, as Document No. A10100757.

A portion of said easement was vacated by City of Bloomington Ordinance No. 2021-42, a certified copy of which was recorded December 21, 2021, as Document No. 11055985.

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39. Declaration of Easements, Reservations and Covenants dated July 25, 2006, filed August 16, 2006, as Document No. 8846607.

Amended by Amendment to Declaration of Easements, Reservations and Covenants dated December 8, 2008, filed December 19, 2008, as Document Nos. A9301754.

Amended by Second Amendment to Declaration of Easements, Reservations and Covenants dated February 7, 2017, recorded February 9, 2017, as Document No. A10410836.

40. Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to West Parking Ramp Property dated February 7, 2017, recorded February 9, 2017, as Document No. A10410837.

Amended by First Amendment to Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to West Parking Ramp Property dated December 11, 2018, recorded December 14, 2018, as Document No. A10620499.

41. Declaration of Easements, Rules and Regulations, and Architectural Standards Relating to BCS3 Housing Property dated December 11, 2018, recorded December 14, 2018, as Document No. A10620496.

42. Rights of tenants under unrecorded leases.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

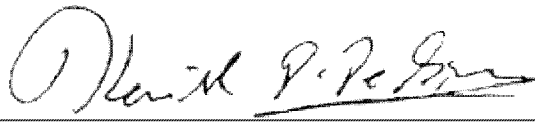
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I—Requirements; and
  - Schedule B, Part II—Exceptions; and
  - a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4.** **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5.** **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - comply with the Schedule B, Part I—Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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