

TERMINATION OF PRE-DEVELOPMENT AGREEMENT

THIS TERMINATION OF PRE-DEVELOPMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2026 (the "Effective Date"), by and among the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and a political subdivision under Minnesota Statutes Chapter 469, hereinafter referred to as "DEDA," and True North Goodwill Northern Minnesota and Northwestern Wisconsin, a Minnesota nonprofit corporation, hereinafter referred to as "Developer".

WHEREAS, on September 17, 2024, DEDA and the Developer entered into a Pre-Development Agreement bearing DEDA contract No. 24 860 028 (the "Pre-Development Agreement") pursuant to which Developer undertook activities to analyze the feasibility of the Project at Atlas Industrial Park and was granted an option to purchase the Property in St. Louis County, Minnesota legally described as follows:

Lot 2 Block 3 ATLAS INDUSTRIAL PARK

Lot 3 Block 3 ATLAS INDUSTRIAL PARK; and

WHEREAS, the parties executed a Memorandum of Option (the "Memorandum") dated September 17, 2024, memorializing Developer's option on the Property, which was recorded with the St. Louis County Registrar of Titles on September 27, 2024 as Document Number 1083500; and

WHEREAS, under the Pre-Development Agreement and Memorandum, Developer agreed to pursue the development of a resource and training center on the site, and the parties agreed to negotiate in good faith a purchase and development agreement related to the Project; and

WHEREAS, after further due diligence and discussion, Developer has determined that the Project is no longer feasible and is unable to proceed with development of the Property; and

WHEREAS, the parties desire to terminate both the Pre-Development Agreement and the Memorandum, and to set forth their respective rights and obligations upon such termination.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are incorporated into this Agreement by reference and made a part hereof. All terms used herein without definition shall have the meanings ascribed to such terms in the Pre-Development Agreement.

2. **Termination of Pre-Development Agreement and Memorandum of Option.** As of the Effective Date, both the Pre-Development Agreement and the Memorandum shall be terminated and of no further force or effect.

3. **Recording.** Developer shall, upon execution of this Agreement, cause this Agreement to be recorded in the office of the St. Louis County Recorder and/or the St. Louis County Registrar of Titles, as applicable. Developer shall provide DEDA with a fully executed copy bearing recording information.

4. **Mutual Release.** Except for obligations expressly surviving termination, each party hereby releases and forever discharges the other party from any and all claims, demands, liabilities, or obligations arising out of or related to the Pre-Development Agreement and the Memorandum.

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

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to termination of the Pre-Development Agreement and the Memorandum and supersedes all prior understandings or agreements relating thereto.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

Duluth Economic Development Authority

By: _____
Its President

STATE OF MINNESOTA)
) ss.

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, President of the Duluth Economic Development Authority, a public body corporate and politic and a political subdivision under Minnesota Statutes Chapter 469, on behalf of the Authority.

Notary Public

By: _____
Its Secretary

STATE OF MINNESOTA)
) ss.

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, Secretary of the Duluth Economic Development Authority, a public body corporate and politic and a political subdivision under Minnesota Statutes Chapter 469, on behalf of the Authority.

Notary Public

[Duluth Economic Development Authority Signature Page]

