

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of [_____], 2026 (the "Effective Date"), by and between RAMSEY COUNTY, a political subdivision of the State of Minnesota ("Seller"), and LSBD ACQUISITIONS, LLC, a Minnesota limited liability company ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):
 - 1.1. Real Property. The real property located at 160 E Kellogg Blvd, St Paul, MN 55101, having Ramsey County parcel numbers 062822110029, 062822110034, 062822140005, 062822110030, 06282214011 and 062822110046, as described on **Exhibit A** attached hereto, and as depicted approximately on **Exhibit B** (the legal description of which shall conform to the Title Evidence, as defined in Section 6.1 below) (the "Land"), together with all easements and rights benefiting or appurtenant to the Land and all buildings, fixtures and improvements located thereon as of the Effective Date (collectively, the "Real Property").
 - 1.2. Contracts, Permits, Development Plans, Warranties, and Records. Seller's interests in the following items relating to the Real Property: (a) any and all contracts and agreements (the "Contracts"), permits, development rights, utility rights, water rights, entitlements and licenses (the "Permits"), in each case, to the extent Buyer informs Seller that Buyer elects to assume such Contracts or Permits (such Contracts or Permits being the "Assumed Contracts and Permits"); (b) any and all development agreements, site plans, surveys and any other documents pertaining to development or potential development of the Real Property (the "Development Plans"); (c) any and all warranties and guaranties (the "Warranties"); and (d) all business records, including real estate taxes, assessments, insurance, and any records relating to any improvements to the Real Property (the "Records"). Seller shall terminate any Contracts or Permits that Buyer does not elect to assume at or before Closing at Seller's sole cost and expense.
 - 1.3. Personal Property Excluded. All equipment, furniture, furnishings, appliances, supplies, tools, signs, and other personal property located on or otherwise used in connection with the Property and owned by Seller (collectively, the "Personal Property") shall not be included in the Property and shall not be sold to Buyer pursuant to this Agreement. Prior to Closing, Seller shall remove all Personal Property from the Real Property at Seller's sole cost and expense.
2. Purchase Price and Manner of Payment. The total purchase price (the "Purchase Price") to be paid for the Property shall be Four Million and No/100 Dollars (\$4,000,000.00). The Purchase Price shall be payable as follows:

- 2.1. Within three (3) business days of the Effective Date, Buyer shall deposit One Hundred Thousand and No/100 Dollars (\$100,000.00) as earnest money (the "Initial Earnest Money"), which Initial Earnest Money shall be held by Stewart Title Guaranty Company, Minnesota Commercial Division, 333 South 7th Street, Suite 2420, Minneapolis, MN 55402 ("Escrow Agent") in accordance with an escrow agreement by and among Seller, Buyer and Escrow Agent, the form of which is attached to this Agreement as **Exhibit C** (the "Escrow Agreement"). Fifty Thousand and No/100 Dollars (\$50,000.00) of the Initial Earnest Money shall become nonrefundable to Buyer upon the expiration of the Inspection Period, except as otherwise provided in Sections 6, 10 or 16 hereof. The remaining Fifty Thousand and No/100 Dollars (\$50,000.00) of the Initial Earnest Money shall become nonrefundable to Buyer upon the expiration of the Financing Commitment Period, except as otherwise provided in Sections 6, 10 or 16 hereof. The Initial Earnest Money shall be credited against the Purchase Price at Closing.
 - 2.2. Within three (3) business days after the expiration of the Inspection Period, Buyer shall deposit an additional Fifty Thousand and No/100 Dollars (\$50,000.00) as earnest money (the "First Additional Earnest Money"), which First Additional Earnest Money shall be held by Escrow Agent and be refundable to Buyer until Closing. The First Additional Earnest Money shall be credited against the Purchase Price at Closing.
 - 2.3. Within three (3) business days after the expiration of the Financing Commitment Period, Buyer shall deposit an additional Fifty Thousand and No/100 Dollars (\$50,000.00) as earnest money (the "Second Additional Earnest Money", and collectively with the Initial Earnest Money and the First Additional Earnest Money, the "Earnest Money"), which Second Additional Earnest Money shall be held by Escrow Agent and be refundable to Buyer until Closing. The Second Additional Earnest Money shall be credited against the Purchase Price at Closing.
 - 2.4. The balance of the Purchase Price in cash by wire transfer of funds on the Closing Date, subject to adjustments and prorations as set forth in this Agreement.
3. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:
- 3.1. Seller Performance. Seller shall have timely performed all its obligations under this Agreement.
 - 3.2. Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.
 - 3.3. Title. Title, including without limitation the legal description of the Real Property, shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 6 below.

3.4. Access and Inspection; Rights and Obligations. Buyer shall have an inspection period (the "Inspection Period") commencing on the Effective Date and ending at 11:59 p.m. Central Time on the date that is one hundred eighty (180) days after the Effective Date to undertake such studies, tests and investigations it deems necessary or advisable with respect to the Property. Seller shall allow Buyer, and Buyer's agents, access to the Real Property without charge for the purpose of Buyer's investigation and testing the same. Buyer shall provide Seller with notice of at least two business days of Buyer's need to enter on the property for this limited purpose. For purposes of this notice, an email to the Director of Ramsey County Property Management at jean.krueger@ramseycountymn.gov shall be sufficient notice to the Seller. Any soils, or structures that are disturbed by Buyer's tests, examinations, or studies shall be repaired and restored to the condition existing immediately prior to Buyer's disturbance by Buyer prior to Buyer quitting the Property following the completion of Buyer's test, examinations or studies of the Property. Buyer shall pay all costs and expenses of such tests and studies of the Property and shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property, except for any matters arising from the negligence or willful misconduct of Seller or its representatives or the discovery of any pre-existing condition at the Property. Buyer shall also indemnify Seller against any unpaid contractors, subcontractors, materials, or supplies provided by persons or entities employed or contracted by Buyer to perform inspections of the Property, and Buyer's indemnity of Seller shall survive Closing or any earlier termination of this Contract for a period of one (1) year. Seller shall make available to Buyer and Buyer's Agents without charge all records, permits and correspondence in Seller's possession relating to Hazardous Substances (defined in Section 8.5 below) affecting the Real Property; and Buyer shall have the right to interview Seller or employees of Seller if it is demonstrated by the Buyer to the satisfaction of the Seller that such employees have knowledge of such matters. On or before the expiration of the Inspection Period: (a) Buyer shall be satisfied with the results of all tests and investigations performed by it; (b) at Buyer's sole cost and expense, Buyer shall have obtained and be satisfied with, in Buyer's sole discretion, a Phase I Environmental Site Assessment of the Real Property (and a Phase II Environmental Site Assessment of the Real Property, if needed), geotechnical soil testing of the Real Property, and any and all additional environmental investigations and reports that Buyer deems appropriate; and (c) Buyer shall have investigated, reviewed and been satisfied with all land use, density, site plan, building code, and governmental restrictions or requirements in place at the Real Property and received all related governmental approvals Buyer deems necessary for its intended use of the Property, except as to matters addressed under other paragraphs of this Section 3. After the expiration of the Inspection Period, Buyer and its agents shall, with proper notice as set forth at 3.4 to Seller and subject to the same rights and obligations as set forth thereof, have continued reasonable access to the Property to perform any studies, tests and investigations Buyer deems necessary.

- 3.5. Document Review. Seller shall have provided Buyer, on or before the Effective Date, copies of all Contracts, Permits, Development Plans, Warranties, Records and all documentation referred to in this Section 3 in Seller's possession, including such documentation described on **Exhibit D** attached hereto, and Buyer shall have determined that it is satisfied with its review and analysis of such matters. On or before the Closing Date, Seller, at its sole cost and expense, shall terminate any Contracts or Permits that Buyer does not elect to assume.
- 3.6. Financing Approvals. Buyer shall have a financing commitment period (the "Financing Commitment Period") commencing on the Effective Date and ending at 11:59 p.m. Central Time on the date that is three hundred sixty-five (365) days after the Effective Date to be satisfied, in Buyer's sole discretion and judgement, that Buyer has obtained all final governmental and financing approvals necessary to make use of the Real Property in the manner which Buyer intends, however Buyer's discretion and judgement used in determining satisfaction in securing such approvals must account for Buyer's intent to build multi-family residential development at the Property, and including, but not limited to, final approvals from the City of St. Paul, the Minnesota State Historic Preservation Office, the National Park Service, the Minnesota Department of Management and Budget, and including part 1 and part 2 historical approvals, an inducement resolution and allocation for the issuance of tax-exempt bonds from a local issuer, and an allocation of "4%" federal low income housing tax credits. Seller shall cooperate in all reasonable respects with Buyer in the application process for the government and financing mechanisms (at no cost to Seller), and shall execute such applications and other documents as may be reasonably required in connection therewith.
- 3.7. Land Use Approvals. Prior to the expiration of the Financing Commitment Period, Buyer, at its sole cost and expense, shall have obtained all governmental approvals Buyer deems necessary to make use of the Real Property in the manner which Buyer intends, however Buyer's discretion and judgement in determining satisfaction in securing such approvals must account for Buyer's intent to build multi-family residential development at the Property, and subject only to conditions as are acceptable to Buyer in its sole discretion, including without limitation any applicable zoning, density, site plan, land use and construction approvals (collectively, "Land Use Approvals"). Seller shall reasonably cooperate with Buyer in the application process and shall execute such applications and other documents as may be reasonably required in connection therewith, at no cost to Seller.

If any contingency has not been satisfied on or before the Closing Date, as may be extended by Buyer, or at such earlier time as set forth above, then this Agreement may be terminated by notice from Buyer to Seller and the Earnest Money that remains refundable pursuant to Section 2 hereof, and any interest accrued thereon, shall be refunded to Buyer, and neither party will have any further rights or obligations regarding this Agreement or the Real Property. All the contingencies are specifically for the benefit of

the Buyer, and the Buyer shall have the right to waive any contingency by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before four hundred twenty (420) days after the Effective Date (the "Closing Date"). The Closing shall take place through escrow deliveries to Escrow Agent. Buyer shall have the option, in its sole discretion, to extend the Closing Date by one hundred twenty (120) days by providing written notice of such election to Seller on or before Closing Date ("Extension Option"). If Buyer exercises the Extension Option, Buyer shall deposit with Escrow Agent the sum of Fifty Thousand and No/100 (\$50,000.00) (the "Extension Fee"). The Extension Fee shall be nonrefundable to Buyer upon deposit, except as otherwise provided in Sections 6, 10 or 16 hereof, and shall be credited against the Purchase Price at Closing.

4.1. Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1. Deed. A Limited Warranty Deed conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (hereafter defined) (the "Deed").

4.1.2. Bill of Sale. If any personal property is conveyed as part of the Property, a Warranty Bill of Sale, or such other instrument necessary to convey such personal property to Buyer, free and clear of all encumbrances.

4.1.3. Assignment of Contracts, Permits, Development Plans, Warranties and Records. An Assignment of Contracts, Permits, Development Plans, Warranties and Records conveying Seller's interest in the Assumed Contracts and Permits, Development Plans, Warranties and Records to Buyer together with the consent of all parties having a right to consent to such assignment.

4.1.4. Bring-Down Certificate. A certificate signed by Seller stating that all of the representations and warranties made by Seller in Section 8 are true and correct as of the Closing Date.

4.1.5. Original Documents; Keys. To the extent in Seller's possession, originals of the Assumed Contracts and Permits, Development Plans, Warranties and Records for the Real Property. In addition, all keys, codes and other means of access to the Property shall be transferred to Buyer.

4.1.6. Seller's Affidavit. An affidavit by Seller indicating that on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Real Property; that there has been no skill, labor, or material furnished to the Real Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no unrecorded interests in the Real Property,

including any leases, and such other documents as may be reasonably required by Stewart Title Guaranty Company (“Title”) to record the Deed and issue the Title Policy to Buyer.

- 4.1.7. FIRPTA Affidavit. A non-foreign affidavit, properly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 4.1.8. IRS Forms. A Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
- 4.1.9. Evidence of Seller’s Authority. Evidence reasonably satisfactory to Title reflecting the valid authorization of the person(s) who has(have) signed all closing documents on Seller’s behalf.
- 4.1.10. Well Certificate. A statement in the Deed signed by Seller warranting that there are no “Wells” on the Property within the meaning of Minn. Stat. § 103I or if there are “Wells,” a Well Certificate in the form required by law.
- 4.1.11. Documents Required by Jurisdiction. Seller shall provide any executed documents that may be required in the jurisdiction where the Property is located in order for the Deed to be recorded properly on the Closing Date.
- 4.1.12. Other Documents. All other documents determined by Buyer or Title to be necessary to transfer the Property to Buyer free and clear of all encumbrances, except the Permitted Encumbrances.
- 4.2. Buyer’s Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, “Buyer’s Closing Documents”):
 - 4.2.1. Purchase Price. Funds representing the balance of Purchase Price, by wire transfer of immediately available funds.
 - 4.2.2. IRS Form. A Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
 - 4.2.3. eCRV, An electronic certificate of real estate value in form acceptable to Title and Seller.
- 5. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
 - 5.1. Title Insurance and Closing Fee. Seller shall pay the costs of curing all title Objections (hereinafter defined) and Mandatory Removal Items for which Seller is responsible under Section 6 hereof, and any fees charged by Title for any

escrow required in connection with curing Buyer's Objections and releasing Mandatory Removal Items. Buyer shall pay all costs of obtaining the Title Evidence, the issuance of the Title Policies and any endorsements thereto requested by Buyer that are not required to cure Objections pursuant to Section 6 hereof. Seller and Buyer will each pay one-half of any closing fee or charge imposed by any closing agent, Title, or Escrow Agent.

- 5.2. Service Contracts. All prepayments made or payments due under any continuing service contracts affecting the Property, if any, including water, sewer, electric, gas, cable and utility bills, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Closing and thereafter assumed by Buyer. Whenever feasible an actual meter reading shall be taken except Seller shall cause final water meter reading to be taken and final water bill shall be paid by Seller immediately before Closing. Seller shall receive a credit at Closing for any utility deposit made by Seller and assigned to Buyer, provided that Seller reserves the option to recover any of its utility deposits in lieu of assigning them to Buyer and receiving a credit therefor.
 - 5.3. Deed Tax. Seller shall pay all costs, including recording costs and transfer taxes, associated with the Deed.
 - 5.4. Real Estate Taxes and Special Assessments. All real estate taxes and special assessments payable and applicable for the years prior to the year in which the Closing occurs shall be paid by Seller. Real estate taxes and any special assessments payable for the year in which Closing occurs shall be prorated based upon a calendar year based upon the Closing Date. Seller shall pay the balance of all levied or pending special assessments against the Property at or prior to Closing.
 - 5.5. Attorney's Fees. Each of the parties will pay its own attorney's fees, except that a party defaulting under this Agreement or any Closing Document will pay the reasonable attorneys' fees and court costs incurred by the nondefaulting party to enforce its rights hereunder.
 - 5.6. Other Costs. All operating costs, if any, of the Property shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs payable before the Closing Date, and Buyer pays that part of operating costs payable from and after the Closing Date.
6. Title Examination. Title Examination will be conducted as follows:
- 6.1. Title Evidence. On or before the Effective Date, Seller shall furnish Buyer with full and complete copies of all title commitments, title policies, exception documents and surveys pertaining to the Real Property in Seller's possession. Buyer may obtain: (a) a commitment ("Title Commitment") from Title for a current ALTA form Owner's Policy of Title Insurance insuring title to the Real Property, deleting standard exceptions and including affirmative insurance

regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price, issued by Title (the "Title Policy"); (b) UCC searches against Seller by name and the Real Property ("UCC Searches"), and/or (c) an ALTA/NSPS Land Title Survey (the "Survey," and together with the Title Commitment and the UCC Searches, the "Title Evidence") prepared by a registered land surveyor and certified to Buyer and Buyer's financing parties, if any, showing the Real Property and location of all buildings and easements thereon and such other information and containing such matters as Buyer or Buyer's lender shall reasonably request.

6.2. Buyer's Objections. Within fifteen (15) days after Buyer's receipt of the last of the Title Evidence, Buyer may make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of Objections; provided, however, that Buyer may make further Objections to matters disclosed by any updated Title Evidence that were not disclosed by prior Title Evidence, within fifteen (15) days of Buyer's receipt of such updated Title Evidence. Any matter shown on such Title Evidence and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder; provided, however, no Mandatory Removal Item will be considered a Permitted Encumbrance. Seller will have until thirty (30) days after receipt of the Objections to cure the same; provided that Seller shall have no obligation to cure any Objections. If Seller (a) elects not to cure any or all Objections; or (b) elects to cure the Objections but does not cure the Objections within thirty (30) days after receipt thereof, then Buyer, at its sole discretion, shall have the option to (i) terminate this Agreement and receive a refund of the Earnest Money, Extension Fee and the interest accrued and unpaid thereon, if any, (ii) withhold from the Purchase Price an amount, which, in the reasonable judgment of Title, is sufficient to cure any Objections that can be satisfied by the payment of money, provided Buyer and Seller mutually agree to the amount, or (iii) waive the Objections and proceed to Closing. Buyer need not object to any monetary encumbrances, delinquent real property taxes or assessments, or mechanic's or materialmen liens (collectively, "Mandatory Removal Items"). All Mandatory Removal Items shall be satisfied by Seller at Seller's sole cost and expense on or before the Closing Date. Repayment of all of Seller's debt financing and payment of any fees, costs, or expenses associated therewith, including, without limitation, any yield maintenance or prepayment fees and penalties, are Mandatory Removal Items and are the sole responsibility of the Seller.

6.3. Title Policy. At Closing, and as a condition to Buyer's obligations under this Agreement, Title shall issue to Buyer an ALTA extended coverage owner's title policy in such amount as reasonably determined by Buyer and to each of Buyer's lenders, if applicable, an ALTA extended coverage loan policy, in such amounts and with all available endorsements reasonably requested by such lender, subject only to the Permitted Encumbrances (the "Title Policies").

7. Executory Period; Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall

operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate property and liability insurance. Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller will not, without the prior written consent of Buyer, permit any material structural modifications or additions to the Property or any part thereof. Seller shall not commence or complete major repairs, alterations or other work and shall not issue any notices of commencement related thereto. Seller shall have the right to make reasonable minor repairs necessary to maintain the property to ensure the property is kept in good condition prior to the closing date. Seller shall not, and shall not cause or permit any third party to, remove dirt, gravel, minerals or timber from the Property or materially alter the condition of the Property during the Executory Period without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller shall cooperate with (i) the submission of all land use and other applications, and (ii) all plats, easements, and other agreements requested by Buyer in connection with Buyer's proposed redevelopment of the Property.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

- 8.1. Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.
- 8.2. Leases. The Property is not subject to any leases, possessory rights or squatter's rights in favor of any third party.
- 8.3. Due Diligence Materials. Seller has made available to Buyer a correct and complete copy of all Due Diligence Materials and all Contracts and Permits, and has terminated or will terminate all contracts relating to the Property on or before the Closing Date as directed by Buyer. Other than the Due Diligence Materials and Contracts, there are no other contracts or agreements affecting the Property. No default or breach exists under any of the Due Diligence Materials or Contracts and Permits.
- 8.4. Operations. Except as to Saint Paul Downtown Improvement District assessments, of which the Seller is aware, the Seller has received no notice of actual or threatened special assessments or reassessments of the Real Property. The Property is, and to Seller's best knowledge has been, used in compliance with all governmental permits. All permits necessary for the present ownership and use of the Property, if any, have been obtained and are in full force and effect and no default exists thereunder. Seller is not in default concerning any of its obligations or liabilities regarding the Real Property.

- 8.5. No Defect or Deficiency. Seller has no notice of any defect or deficiency. If such notice is received by Seller prior to Closing, Seller shall promptly inform Buyer of the notice. All utilities and public or quasi-public improvements upon the Land required for the normal operation of the Property are installed, are in good working order, are adequate to service the Property and are paid currently. There are no violations of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting all or any part of the Property.
- 8.6. Environmental Laws. To the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Real Property, nor has any activity been undertaken on the Property that would cause or contribute to the Real Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Real Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. To the best of Seller's knowledge, there has been no discharge, release or threatened release of Hazardous Substances from the Real Property. To the best of Seller's knowledge, there are no Hazardous Substances or other conditions in or on the Real Property caused by the Seller that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Real Property is not now, and to the best knowledge of Seller never has been, listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal, treatment or storage site for Hazardous Substances.
- 8.7. FIRPTA and OFAC. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate", as those terms are defined in Section 1445 of the Internal Revenue Code. Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaging in the transaction contemplated by this Agreement, directly or indirectly, on behalf of, or instigating or facilitating the transaction contemplated by this Agreement, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in the transaction contemplated by this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering

or predicate crimes to money laundering. None of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by law or that the transaction contemplated by this Agreement, or this Agreement is or will be in violation of any law. Seller has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

- 8.8. Wells and Individual Sewage Treatment Systems. To the best of Seller's knowledge, there are no open wells on the Real Property or present or past sewage treatment systems on the Real Property.
- 8.9. Storage Tanks. To the best of Seller's knowledge, no underground tanks are located in or about the Real Property; or, have been located under, in or about the Real Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Real Property, such storage tanks have been duly registered with all appropriate regulatory and governmental bodies, and otherwise are in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements. The Seller is aware of an above ground day tank associated with a generator.
- 8.10. Reports. Seller has delivered to Buyer copies of all environmental reports and studies relating to the Real Property in the possession or control of Seller.
- 8.11. No Conflict or Lien. Neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Property.
- 8.12. No Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to the best of Seller's knowledge, threatened against Seller or any portion of the Property, including without limitation (i) any legal or administrative proceeding which would adversely affect Seller's right to convey the Real Property to Buyer as contemplated in this Agreement, and (ii) any condemnation or eminent domain proceedings with respect to the Real Property. There are no legal or administrative proceedings pending or, to the best of Seller's knowledge, threatened affecting the Real Property.
- 8.13. Private Restrictions. There are no and will be no private restrictions that affect the uses which may be made of the Real Property by Buyer, including, but not limited to, the size or cost of any building or structures to be placed on the Real Property, limitations on use or restrictions in regard to fences, roofs, garages and heights of buildings or structures to be placed on the Real Property, or agreements

that subject any architectural or development plans to an association or other non-governmental person, group or organization.

All representations and warranties made by Seller in this Section 8 shall be true, correct, complete and not misleading as of the Effective Date and the Closing Date. For a period of one (1) year after Closing, Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach.

9. Indemnity. In the event that a lien, claim, or cause of action or any litigation should presently exist or arise, including without limitation any litigation resulting from any activities upon the Property by Seller, or any third party's claim for unpaid material, services, property damage or personal injury arising out of or resulting from any activities upon the Property by Seller or their agents or employees other than matters adjusted at Closing and for which Buyer received a credit at Closing, Seller shall defend, or cause to be defended, Buyer and any affiliate, employee, officer, member or partner of Buyer, and the Property against any such claim or cause of action and hold Buyer and any affiliate, employee, officer, member or Partner of Buyer harmless from and against any and all loss, cost or expense, including, but not limited to reasonable attorneys' fees and costs related thereto. In the event that a lien, claim, or cause of action or any litigation should arise, including without limitation any tenant litigation or any third party's claim for unpaid material, services, property damage or personal injury arising out of or resulting from any activities upon the Property by Buyer or its agents or employees, Buyer shall defend, or cause to be defended, Seller, and any affiliate, employee, partner, officer or director of Seller, against any such claim or cause of action and hold Seller, and any affiliate, employee, agent, partner, officer or director of Seller, harmless from and against any and all loss, cost or expense, including, but not limited to reasonable attorneys' fees and costs related thereto. The indemnities and obligations set forth in this Section 9 shall survive the Closing for a period of twelve (12) months.
10. Casualty; Condemnation. If all or any part of the Property is substantially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money and the Extension Fee by giving notice within thirty (30) days after Seller's notice. If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to insurance proceeds resulting from such event, and Buyer shall receive a credit at Closing for the amount of any deductible under the applicable insurance policy. If eminent domain proceedings consisting of fee ownership or substantial permanent easements takings affecting the use of the property as intended by the Buyer are threatened or commenced against all or any part of the Property (including without limitation any takings that could create an absence of reasonable access to the Property; and/or result in a reduction in the number of multifamily housing units which may be developed on the Property), Seller shall

immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money and the Extension Fee by giving notice within thirty (30) days after Seller's notice. If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.

11. Broker's Commission. Except for CBRE (the "Broker"), each of Seller and Buyer represent to each other that they have dealt with no other brokers, finders or the like in connection with the transactions contemplated by this Agreement, and no other broker or person is entitled to any commission or finder's fee in connection with such transactions. Seller shall pay any commission, fee or other amounts due to Broker in connection with the transactions contemplated hereby. Seller and Buyer agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
12. Assignment. Buyer shall not assign this Agreement without disclosing the proposed assignee to the Seller and submitting for review the proposed assignment. No assignment shall be deemed approved by the Seller without Seller's written approval after review. Notwithstanding the foregoing, Buyer may assign its rights under this Agreement to an affiliate of Buyer or an entity under common control with Buyer without Seller's consent. However, such an assignment must contain language the Assignee is only permitted to develop a multi-family residential development at the Property.
13. Survival. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing for a period of one (1) year.
14. Notices. Any notice required to be given hereunder shall be deemed duly given: (i) on the date of personal delivery; (ii) one day following dispatch by Federal Express or equivalent or mailing certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set out below; or (iii) on the date the e-mail was sent to the respective e-mail addresses of the parties set out below, properly addressed as follows:

If to Buyer:

LSBD Acquisitions, LLC
550 Broadway Street
St. Paul, Minnesota 55101
Attention: Michael Hudson and William Boulay
E-mail: mike@broadwaystreetdev.com and
willy@broadwaystreetdev.com

With Copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Scott D. Jahnke
E-mail: sjahnke@winthrop.com

If to Seller: Ramsey County Property Management
121 7th Place East, Suite #2200
Saint Paul, MN 55101
Attention: Jean Krueger
E-mail: jean.krueger@ramseycountymn.gov

With Copy to: Office of the Ramsey County Attorney
360 Wabasha Street North, Suite #100
Saint Paul, MN 55102
Attention: Scott Schwahn
E-mail: larry.schwahn@ramseycountymn.gov

Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

15. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota and such laws will control its interpretation. Time shall be of the essence of this Agreement. The term "business day" shall mean Monday through Friday except Federal holidays. If any time period or date for performance under this Agreement ends on a day other than a business day, then the time period or date for performance shall be extended until the next business day. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Any party may execute this Agreement and deliver it by email transmission and such Agreement and signature sent by email shall be treated as an original Agreement.
16. Remedies. If Buyer materially defaults under this Agreement, Seller shall have the right to provide written notice to Buyer of such default. If Buyer fails to cure such default within thirty (30) days of the date of such notice and Seller does not waive such default, this Agreement will terminate, and upon such termination Seller will retain any Earnest Money and Extension Fee deposited with Escrow Agent prior to such termination as liquidated damages, time being of the essence of this Agreement. The parties agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default and (ii) any Earnest Money and Extension Fee deposited with Escrow Agent prior

to termination is a fair and reasonable estimate of the probable loss which would be sustained by Seller by reason of such default and is not a penalty or forfeiture. The termination of this Agreement and retention of any Earnest Money and Extension Fee deposited with Escrow Agent prior to such termination will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer shall be entitled to (i) specific performance of this Agreement and recovery of its costs incurred in pursuing the same, including reasonable attorneys' fees or (ii) a refund of all amounts paid or deposited under this Agreement (including any Earnest Money and Extension Fee), and also to seek and recover from Seller damages for nonperformance of this Agreement, in which event Buyer shall recover as damages from Seller all of Buyer's out-of-pocket costs and fees, including without limitation, reasonable attorneys' fees, accountants' fees and other consultants' fees incurred by Buyer in preparing and negotiating this Agreement, preparing for the Closing, obtaining financing commitments, investigating the status, title, and condition of the Property, and other similar and reasonable costs and expenses, in an event not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00). Notwithstanding anything herein to the contrary, in the event specific performance is not available to Buyer because Seller has conveyed all or a portion of the Property to a third-party, the foregoing cap on Buyer's damages shall not apply.

17. As Is, Where is Sale. Buyer acknowledges and agrees that it has been, or will prior to the date hereof, be given a full opportunity to investigate every aspect of physical condition, title, contracts and other matters of significance. Buyer specifically acknowledges and agrees the real property and its assets are being sold in an "AS IS, WHERE IS" condition as of the date of this Agreement and as of the Closing.

[SIGNATURE PAGE TO FOLLOW]

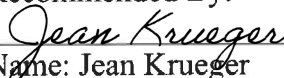
Seller and Buyer have executed this Agreement as of the date first written above.

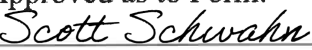
SELLER:

RAMSEY COUNTY

By: _____
Name: Raphael Ortega
Its: Chair, Ramsey County Board of Commissioners

By: _____
Name: Jason Yang
Its: Chief Clerk

Recommended By:

Name: Jean Krueger
Director of Property Management

Approved as to Form:

Scott Schwahn
Senior Assistant Ramsey County Attorney

BUYER:

LSBD ACQUISITIONS, LLC,
a Minnesota limited liability company


By: 
Name: William Boulay
Its: Vice President

EXHIBIT A

Legal Description Tract B:

Parcel 1:

That part of Lots 3, 4, 5 and 6 in Block 37, Lots 1, 2 and 6 in Block 38, Lots 1, 2, 3, 4, 5 and 6, Block 39, Robert Street, vacated Minnesota Street and vacated Water Street adjoining said Lots and Blocks in St. Paul Proper, all being bounded in Ramsey County, Minnesota and described as follows:

Beginning at a point on the Northerly line of Lot 6 in said Block 39, distant 51.55 feet West of the Northeast corner thereof; thence South 51 degrees 08 minutes 17 seconds West a distance of 264.84 feet; thence Southwesterly along a tangent curve concave to the Northwest, having a radius of 1,781 feet, a distance of 282.25 feet (through an angle of 9 degrees 04 minutes 49 seconds); thence South 60 degrees 13 minutes 06 seconds West a distance of 55.39 feet, more or less, to a line drawn South 29 degrees 45 minutes 40 seconds East through a point in the Northwesterly line of said Block 38, distant 80.80 feet Northeasterly from the most Westerly corner of said Block 38; thence North 29 degrees 45 minutes 40 seconds West a distance of 13.52 feet, more or less, to an iron stake; thence South 60 degrees 14 minutes 34 seconds West a distance of 323.36 feet to an iron stake; thence Southeasterly parallel with the East line of Lot 3 in said Block 37 to a point on a line parallel with and distant 26.86 feet Southeasterly of the Southeasterly line of said Block 37, as measured along a line parallel with the Southeasterly extension of the East line of vacated Minnesota Street; thence Northeasterly parallel with said Southeasterly line of Block 37 and the Northeasterly extension thereof a distance of 254 feet, more or less, to a point on the Southeasterly extension of the East line of vacated Minnesota Street, distant 26.86 feet Southeasterly from the Southwesterly corner of said Block 38; thence Northeasterly along a curve to the left, having a radius of 3,342.61 feet, and tangent to a line which passes through the last mentioned point and bears North 62 degrees 18 minutes East, for a distance of 306.95 feet; thence North 57 degrees 02 minutes East a distance of 7.86 feet; thence along a curve to the left, having a radius of 594.8 feet, and tangent to the last described course, a distance of 12.79 feet to a point on the Westerly line of Robert Street; thence North 33 degrees 58 minutes West, along said Westerly line of Robert Street, a distance of 4 feet; thence North 53 degrees 09 minutes East a distance of 55.06 feet to a point on the Easterly line of Robert Street; thence South 33 degrees 58 minutes East, along said Easterly line of Robert Street, a distance of 4 feet; thence Northeasterly along a curve to the left having a radius of 594.8 feet, and tangent to a line which passes through the last mentioned point and bears North 50 degrees 30 minutes East, for a distance of 6.41 feet; thence North 49 degrees 53 minutes East a distance of 84.32 feet, more or less, to a point on the Southeasterly line of said Block 39, distant 245.56 feet Southwesterly from the Southeast corner thereof; thence Northeasterly along a straight line to a point on the Northerly line of Lot 6 in Block 39, distant 22.3 feet West of the Northeasterly corner thereof; thence Westerly along said Northerly line of Block 39 a distance of 29.25 feet, more or less, to the point of beginning.

EXCEPT that part of the above described property acquired in fee title by the State of Minnesota in Final Certificate filed as Document No. 2552914.

For the purpose of this description the Southeasterly line of said Block 39 is assumed to bear South 60 degrees 10 minutes West,

Parcel 2:

All that part of Blocks 38 and 39, and abutting portions of vacated Water Street, St. Paul Proper, Ramsey County Minnesota lying Northerly of the following described line:

Beginning at a point on the Northerly line of Lot 6 in said Block 39, 51.55 feet West of the Northeast corner thereof; thence South 51 degrees, 8 minutes, 17 seconds West a distance of 264.84 feet; thence Southwesterly along a tangent curve concave to the Northwest, having a radius of 1781 feet, a distance of 282.25 feet (through an angle of 9 degrees, 4 minutes, 49 seconds); thence South 60 degrees 13 minutes 6 seconds West a distance of 55.39 feet, more or less, to a line drawn South 29 degrees 45 minutes 40 seconds East through a point in the Northwesterly line of said Block 38, distant 80.80 feet Northeasterly from the most Westerly corner of said Block 38; thence North 29 degrees 45 minutes 40 seconds West, a distance of 119.45 feet, more or less, to the Northwesterly line of said Block 38 and there ending.

Also that part of East Second Street, vacated according to the City of St. Paul Council File No. 92125, abutting Lots 1 and 2, said Block 39.

EXCEPT that part of the above described property acquired in fee title by the State of Minnesota in Final Certificate filed as Document No. 2552914.

For the purposes of this description the Southeasterly line of said Block 39 bears South 60 degrees 10 minutes West.

Parcels 1 and 2 of Tract B are Abstract Properties

Tax Parcels 06-28-22-11-0034, 06-28-22-11-0046 and 06-28-22-14-0011

Tract C:

Parcel 1:

That part of Lot 1, Block 31, St. Paul Proper, Ramsey County, Minnesota, described as follows: Commencing at a point on the Southerly line of Third Street, as opened by the City of St. Paul, and 164 feet Easterly from the Easterly line of Robert Street; thence Southeasterly at right angles to the old line of Third Street, 100 feet more or less to the Northerly line of an alley running through said Block 31; thence running Northeasterly along the Northerly line of said alley and parallel to Third Street, 22 feet, to a point; thence Northwesterly and parallel to the first mentioned line, 100 feet to the Southerly line of Third Street as now opened and used; thence Southwesterly along the Southerly line of said Third Street as now opened and used, 22 feet to the place of beginning; which lies Southeasterly of the following described lines:

Commencing at the Northeasterly corner of Lot 3, Block 31 in St. Paul Proper, Ramsey County, Minnesota; thence in a Northwesterly direction across a 20 foot platted alley and along the Northeasterly line of Lot 2, Block 31 in St. Paul Proper a distance of 54.57 feet Northwesterly from the said Northeasterly corner of said Lot 3; thence deflecting to the right 74 degrees 19 minutes along the new established line of Kellogg Blvd. to the Easterly line of said Lot 1.

Parcel 2:

All that part of Lot 7, Auditor's Subdivision No. 35, St. Paul., Minn. Ramsey County, Minnesota, which lies southeasterly of the following described lines:

Commencing at the most Westerly corner of Lot 8, Auditor's Subdivision No. 35, St. Paul, Minn.; thence in a northwesterly direction across a 20 foot platted alley and along the Southwesterly line of Lot 7, Auditor's Subdivision No. 35 a distance of 54.57 feet northwesterly from the said Westerly corner of Lot 8; thence deflecting to the right 74 degrees 19 minutes along the new established line of Kellogg Blvd. to the Easterly line of said Lot 7, Auditor's Subdivision No. 35.

Parcel 3:

That part of Lot 1, Auditor's Subdivision No. 35, which lies Southeasterly and Southwesterly of the following described lines:

Commencing at the most Westerly corner of Lot 8, Auditor's Subdivision No. 35, St. Paul, Minn.; thence in a Northwesterly direction across a 20 foot platted alley and along the Southwesterly line of Lot 7, Auditors Subdivision No. 35, a distance of 54.57 feet Northwesterly from the said Westerly corner of Lot 8; thence deflecting to the right 74 degrees 19 minutes along the new established line of Kellogg Blvd. to a point on the West line of said Lot 1, Auditor's Subdivision No. 35 which is the point of beginning of the lines to be described; thence continuing along the last described to a point which is situated 241.60 feet from the Southwesterly line of said Lot 7 measured along the said last described line; thence deflecting to the right 97 degrees 04 minutes a distance of 85.00 feet along the new established Southwesterly line of Jackson Street to the South line of said Lot 1; thence continuing along the said line across the alley to the Northwesterly line of Lot 8, Auditor's Subdivision No. 35.

Parcels 1, 2 and 3 of Tract C are Torrens Property

Being registered land as is evidenced by Certificate of Title No. 342256.

Part of Tax Parcel 06-28-22-11-0029

Tract D:

Parcel 1:

Lots 8 and 9 of Auditor's Subdivision No. 35, St. Paul, Ramsey County, Minnesota. (consisting of a portion of Block No. 31 of the recorded plat of St. Paul Proper), including a strip of land 17 feet in width adjacent to and extending along a portion of the Southerly line of said Lot 8 which formerly formed the Northerly boundary line of Second Street in said City, which said strip of land formerly formed a part of said Second Street, said part being now vacated; which said strip is designated and described as follows:

Commencing at the Southwesterly corner of said Lot 8 as designated on said Auditor's Subdivision No. 35, St. Paul, Minn.; thence Southerly along the Westerly boundary line of said Lot 8 producing a distance of 17 feet; thence Easterly and parallel to the southerly line of said Lot 8, a distance of 160 feet; thence to the right 13 degrees a distance of 23 feet; thence to the left 70 degrees 30 minutes a distance of 15 feet; thence Westerly along the said Southerly boundary line of said Lot 8, a distance of 30 feet to the angle in the said Southerly boundary line; thence Westerly along said Southerly boundary line, a distance of 165.97 feet to the point of beginning excepting however, from said Lots 8 and 9, those portions thereof lying Southeasterly of a line described and defined as follows:

Commencing at a point in the Northeasterly end line of said Lot 8, distant 3 feet Northwesterly from the most Easterly corner of said Lot 8 and then extending Westerly 90.55 feet to a point in the Southwesterly end line of said Lot 9, distant 2 1/2 feet Southwesterly from the most Westerly corner of said Lot 9; Together also with the Southerly One-Half (SLY 1/2) of vacated alley accruing to Lot 8.

Parcel 2:

All those portions of Lots 8 and 9 of Auditor's Subdivision No. 35, St. Paul, Minnesota which lie southeasterly of a line

described and defined as follows:

Commencing at a point in the Northeasterly end of a line of said Lot 8, distant 3 feet Northwesterly from the most Easterly corner of said Lot 8 and then extending Westerly 90.55

feet to a point in the Southwesterly end of line of said Lot 9, distant 2.5 feet southeasterly from the most Westerly corner of said Lot 9, in Ramsey County, Minnesota.

Parcel 3:

Lot 2, lying within the line described as those parts of Lots 1 through 7 and Northerly 1/2 of vacated alley accruing thereto in Auditor's Subdivision No. 35, St. Paul, Ramsey County, Minnesota lying within the following described lines:

Commencing at the most Westerly corner of Lot 8, Auditor's Subdivision No. 35, St. Paul, Minn.; thence in a Northwesterly direction across a 20 foot platted alley and along the Southwesterly line of said Lot 7 a distance of 54.57 feet Northwesterly from the said Westerly corner of Lot 8; thence deflecting to the right 74 degrees 19 minutes a distance of 241.60 feet along the new established line of Kellogg Boulevard; thence deflecting to the right 97 degrees 04 minutes a distance of 85.00 feet along the new established Southwesterly line of Jackson Street; thence continuing along said line across the alley to the Northwesterly line of Lot 8; thence Southwesterly along the Northwesterly line of Lot 8 to the point of beginning.

Parcel 4:

Lots 4 and 5 lying with the line described as those parts of Lots 1 through 7 and Northerly 1/2 of vacated alley accruing thereto in Auditor's Subdivision No. 35, St. Paul, Ramsey County, Minnesota lying within the following described lines:

Commencing at the most Westerly corner of Lot 8, Auditor's Subdivision No. 35, St. Paul, Minn.; thence in a Northwesterly direction across a 20 foot platted alley and along the Southwesterly line of said Lot 7 a distance of 54.57 feet Northwesterly from the said Westerly corner of Lot 8; thence deflecting to the right 74 degrees 19 minutes a distance of 241.60 feet along the new established line of Kellogg Boulevard; thence deflecting to the right 97 degrees 04 minutes a distance of 85.00 feet along the new established Southwesterly line of Jackson Street; thence continuing along said line across the alley to the Northwesterly line of Lot 8; thence Southwesterly along the Northwesterly line of Lot 8 to the point of beginning.

Parcel 5:

Lot 3 lying within the line described as those parts of Lots 1 through 7 and Northerly 1/2 of vacated alley accruing thereto in Auditor's Subdivision No. 35, St. Paul, Ramsey County, Minnesota lying within the following described lines:

Commencing at the most Westerly corner of Lot 8, Auditor's Subdivision No. 35, St. Paul, Minn.; thence in a Northwesterly direction across a 20 foot platted alley and along the Southwesterly line of said Lot 7 a distance of 54.57 feet Northwesterly from the said Westerly corner of Lot 8; thence deflecting to the right 74 degrees 19 minutes a distance of 241.60 feet along the new established line of Kellogg Boulevard; thence deflecting to the right 97 degrees 04 minutes a distance of 85.00 feet along the new established Southwesterly line of Jackson Street; thence continuing along said line across the alley to the Northwesterly line of Lot 8; thence Southwesterly along the Northwesterly line of Lot 8 to the point of beginning.

Parcels 1, 2, 3, 4 and 5 in Tract D are Abstract Properties

Part of Tax Parcel 06-28-22-11-0029 and Tax Parcel 06-28-22-11-0030 as to Parcel 2

Tract E:

That part of Lots 3, 4, 5 and 6, in Block 37, and that part of Lots 1 and 2, Block 38, St. Paul Proper, Ramsey County, Minnesota, and that part of vacated Minnesota Street all described as follows:

Beginning at the most Westerly corner of said Block 38; thence North 60 degrees 14 minutes 07 seconds East (assumed bearing) along the Northwest line of said Block 38 for 80.80 feet; thence South 29 degrees 45 minutes 40 seconds East, 105.93 feet to an iron; thence South 60 degrees 14 minutes 34 seconds West, 323.36 feet to an iron; thence North 29 degrees 40 minutes 19 seconds West, 106.00 feet to the Northwesterly line of said Block 37; thence North 60 degrees 14 minutes 07 seconds East along the North line of said Block 37 extended to the point of beginning and there terminating.

Together with an easement with the right in common to use for driveway purposes the following described real estate, to wit:

That part of Blocks 38 and 39, and abutting portions of vacated Water Street, St. Paul Proper, described as follows: Beginning at a point on the North line of Lot 6 in said Block 39, 51.55 feet West from the Northeast corner thereof; thence South 51 degrees 8 minutes 17 seconds West, a distance of 264.84 feet; thence Southwesterly along a tangent curve concave to the Northwest, having a radius of 1781 feet, a distance of 282.25 feet (through an angle of 9 degrees 4 minutes 49 seconds); thence South 60 degrees 13 minutes 6 seconds West, a distance of 55.39 feet to a line drawn South 29 degrees 45 minutes 40 seconds East through a point on the Northwesterly line of said Block 38, distant 80.80 feet Northeasterly from the most Westerly corner of said Block 38; thence North 29 degrees 45 minutes 40 seconds West a distance of 15 feet; thence North 60 degrees 13 minutes 6 seconds East, a distance of 55.39 feet; thence Northeasterly along a tangent curve concave to the Northwest, having a radius of 1766 feet, a distance of 258.22 feet to the Southwesterly line of said Block 39; thence Northeasterly along a straight line bearing North 54 degrees 9 minutes 18 seconds East to the point of beginning.

For the purposes of this description, the Southwesterly line of said Block 39 bears South 60 degrees 10 minutes West.

Together with all the benefits, and subject to all the burdens, of the tunnel extending from the above-described property to the vicinity of Fourth and Minnesota Streets, Saint Paul, as permitted by the Saint Paul City Council on February 25, 1959.

Abstract Property

Tax Parcel 06-25-22-14-0005

EXCEPT

Those parts of the following described property:

That part of Lots 3, 4, 5 and 6 in Block 37, Lots 1, 2 and 6 in Block 38, Lots 1, 2, 3, 4, 5 and 6, Block 39, Robert Street, vacated Minnesota Street and vacated Water Street adjoining said Lots and Blocks in St. Paul Proper, all being bounded in Ramsey County, Minnesota and described as follows:

Beginning at a point on the Northerly line of Lot 6 in said Block 39, distant 51.55 feet West of the Northeast corner thereof; thence South 51 degrees 08 minutes 17 seconds West a distance of 264.84 feet; thence Southwesterly along a tangent curve concave to the Northwest, having a radius of 1,781 feet, a distance of 282.25 feet (through an angle of 9 degrees 04 minutes 49 seconds); thence South 60 degrees 13 minutes 06 seconds West a distance of 55.39 feet, more or less, to a line drawn South 29 degrees 45 minutes 40 seconds East through a point in the Northwesterly line of said Block 38, distant 80.80 feet Northeasterly from the most Westerly corner of said Block 38; thence North 29 degrees 45 minutes 40 seconds West a distance of 13.52 feet, more or less, to an iron

stake; thence South 60 degrees 14 minutes 34 seconds West a distance of 323.36 feet to an iron stake; thence Southeasterly parallel with the East line of Lot 3 in said Block 37 to a point on a line parallel with and distant 26.86 feet Southeasterly of the Southeasterly line of said Block 37, as measured along a line parallel with the Southeasterly extension of the East line of vacated Minnesota Street; thence Northeasterly parallel with said Southeasterly line of Block 37 and the Northeasterly extension thereof a distance of 254 feet, more or less, to a point on the Southeasterly extension of the East line of vacated Minnesota Street, distant 26.86 feet Southeasterly from the Southwesterly corner of said Block 38; thence Northeasterly along a curve to the left, having a radius of 3,342.61 feet, and tangent to a line which passes through the last mentioned point and bears North 62 degrees 18 minutes East, for a distance of 306.95 feet; thence North 57 degrees 02 minutes East a distance of 7.86 feet; thence along a curve to the left, having a radius of 594.8 feet, and tangent to the last described course, a distance of 12.79 feet to a point on the Westerly line of Robert Street; thence North 33 degrees 58 minutes West, along said Westerly line of Robert Street, a distance of 4 feet; thence North 53 degrees 09 minutes East a distance of 55.06 feet to a point on the Easterly line of Robert Street; thence South 33 degrees 58 minutes East, along said Easterly line of Robert Street, a distance of 4 feet; thence Northeasterly along a curve to the left having a radius of 594.8 feet, and tangent to a line which passes through the last mentioned point and bears North 50 degrees 30 minutes East, for a distance of 6.41 feet; thence North 49 degrees 53 minutes East a distance of 84.32 feet, more or less, to a point on the Southeasterly line of said Block 39, distant 245.56 feet Southwesterly from the Southeast corner thereof; thence Northeasterly along a straight line to a point on the Northerly line of Lot 6 in Block 39, distant 22.3 feet West of the Northeasterly corner thereof; thence Westerly along said Northerly line of Block 39 a distance of 29.25 feet, more or less, to the point of beginning.

EXCEPT that part of the above described property acquired in fee title by the State of Minnesota in Final Certificate filed as Document No. 2552914.

For the purpose of this description the Southeasterly line of said Block 39 is assumed to bear South 60 degrees 10 minutes West,

AND

All that part of Blocks 38 and 39, and abutting portions of vacated Water Street, St. Paul Proper, Ramsey County Minnesota lying Northerly of the following described line: Beginning at a point on the Northerly line of Lot 6 in said Block 39, 51.55 feet West of the Northeast corner thereof; thence South 51 degrees, 8 minutes, 17 seconds West a distance of 264.84 feet; thence Southwesterly along a tangent curve concave to the Northwest, having a radius of 1781 feet, a distance of 282.25 feet (through an angle of 9 degrees, 4 minutes, 49 seconds); thence South 60 degrees 13 minutes 6 seconds West a distance of 55.39 feet, more or less, to a line drawn South 29 degrees 45 minutes 40 seconds East through a point in the Northwesterly line of said Block 38, distant 80.80 feet Northeasterly from the most Westerly corner of said Block 38; thence North 29 degrees 45 minutes 40 seconds West, a distance of 119.45 feet, more or less, to the Northwesterly line of said Block 38 and there ending.

Also that part of East Second Street, vacated according to the City of St. Paul Council File No. 92125, abutting Lots 1 and 2, said Block 39.

EXCEPT that part of the above described property acquired in fee title by the State of Minnesota in Final Certificate filed as Document No. 2552914.

For the purposes of this description the Southeasterly line of said Block 39 bears South 60 degrees 10 minutes West.

Which lie southeasterly of a line described as commencing at the intersection of the northwesterly line of said Block 38 with the southwesterly line of said Final Certificate Document No. 2552914; thence southeasterly, along said southwesterly line of Document No. 22552914, a distance of 87.14 feet to a point hereinafter referred to as Point A and the point of beginning of the line to be described; thence deflecting right 96 degrees 12 minutes 20 seconds 79.16 feet; thence deflecting left 1 degree 54 minutes 59 seconds 29.56 feet; thence deflecting left 96 degrees 06 minutes 26 seconds 24.88 feet; thence deflecting right 90 degrees 03 minutes 43 seconds 1.39 feet; thence southwesterly 185.65 feet on a tangential curve concave to the northwest, having a radius of 27361.41 feet and a central angle of 0 degrees 23 minutes 20 seconds; thence South 59 degrees 33 minutes 53 seconds West, tangent to said curve, a distance of 111.59 feet; thence deflecting left 1 degree 47 minutes 34 seconds 13.37 feet; thence southwesterly on a tangential curve concave to the northwest, having a radius of 774.17 feet and a central angle of 8 degrees 53 minutes 45 seconds to a southwesterly line of the above described property and said line there terminating.

Together with those parts of the above described property which lie southeasterly of a line described as commencing at said Point A described above; thence deflecting left from said southwesterly line of Final Certificate Document No. 2552914, an angle of 90 degrees 26 minutes 03 seconds 120.00 feet to the northeasterly line of said Document No. 2552914 and the point of beginning of the line to be described; thence deflecting right 9 degrees 25 minutes 27 seconds 119.13 feet to a southeasterly line of the above described property and said line there terminating.

EXHIBIT B

(Depiction of the Real Property)

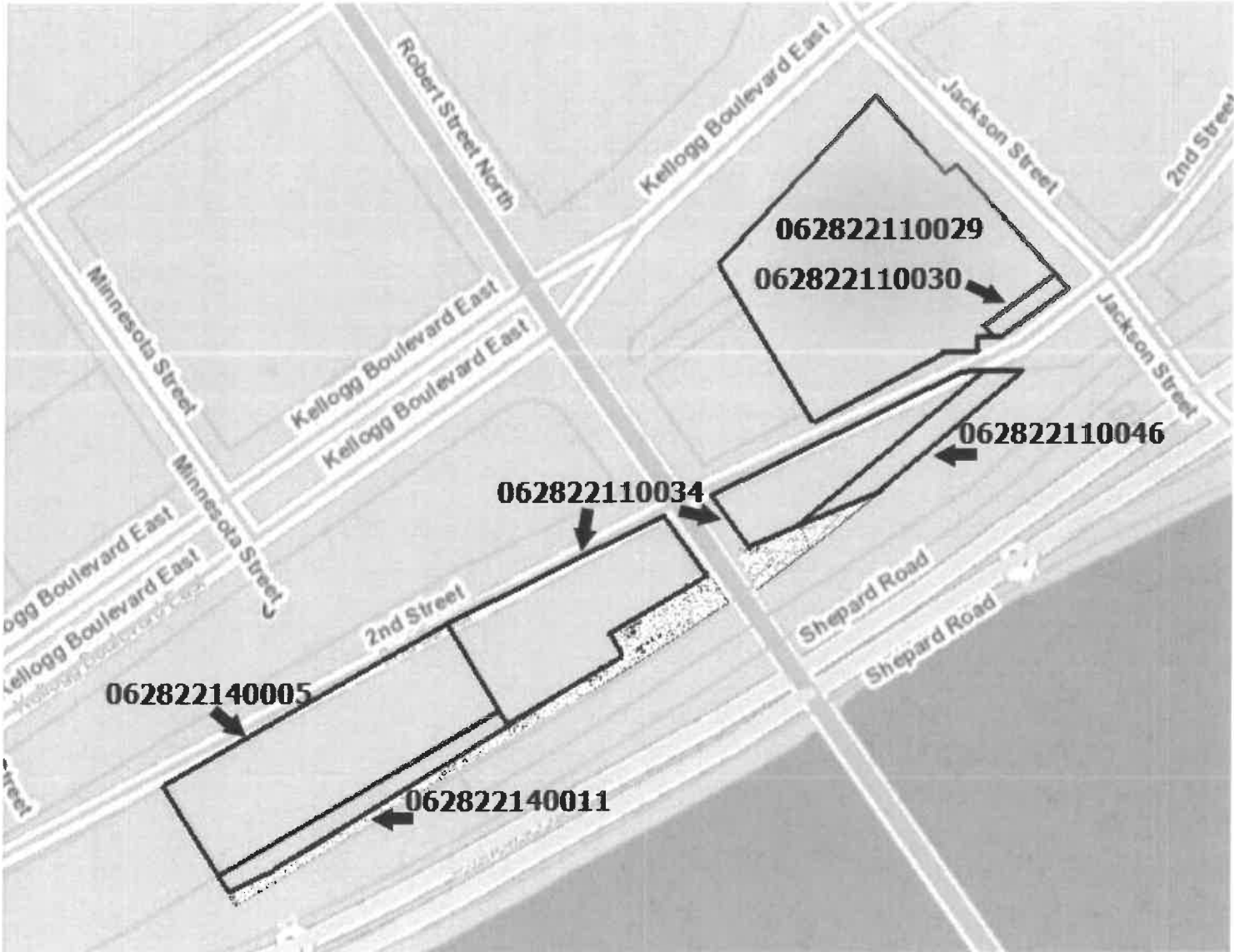


EXHIBIT C

ESCROW RECEIPT

The undersigned, Stewart Title Guaranty Company (“Escrow Agent”), acknowledges receipt of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “Deposit”) to be held by it pursuant to the Purchase Agreement to which this Escrow Receipt is attached. Escrow Agent agrees to hold the Deposit and any further deposits made pursuant to the terms of the Purchase Agreement in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both Buyer and Seller. Interest shall accrue for the benefit of Buyer.

Seller and Buyer represent that their respective Tax I.D. Numbers are as follows: Seller, _____; Buyer, 84-4981806.

Escrow Agent shall have no responsibility for any decision concerning performance or effectiveness of the Purchase Agreement or to resolve any disputes concerning the Purchase Agreement. Escrow Agent shall be responsible only to act in accordance with the joint and mutual direction of both Seller and Buyer, or in lieu thereof, the direction of a court of competent jurisdiction. Seller and Buyer undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Receipt and do hereby agree to indemnify Escrow Agent for any costs and expenses in connection with this escrow, including court costs and attorneys’ fees, except for Escrow Agent’s failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

ESCROW AGENT:

STEWART TITLE GUARANTY COMPANY

By: _____

Name: _____

Title: _____

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first written above.

SELLER:

RAMSEY COUNTY

By: _____

Name:

Its:

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first written above.

BUYER:

LSBD ACQUISITIONS, LLC,
a Minnesota limited liability company

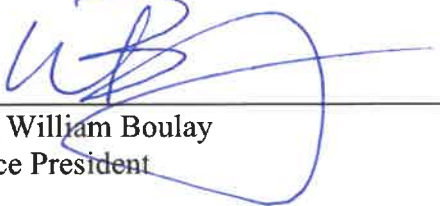
By: 
Name: William Boulay
Its: Vice President

EXHIBIT D

(Due Diligence)

- Previous title work (commitment, , UCC searches, owner's policy, etc.).
- Known special assessments affecting the Real Property for the last five calendar years.
- Copies of any ALTA surveys, boundary surveys, architectural plans or specifications of the Real Property in possession of the Seller.
- Copies of engineering, structural, historic and/or environmental reports (including without limitation all documentation relating to asbestos at the Property) relating to the Real Property prepared during the period in which Seller owned the Property.
- Copies of any available soil reports or other available information on soil quality relating to the Real Property.
- Copies of any historical photographs, details, or relevant public documents associated with the Property during the period in which Seller owned the Property.