

**ADDENDUM TO STANDARD PURCHASE AGREEMENT**

THIS ADDENDUM TO STANDARD PURCHASE AGREEMENT (the "Addendum") is made and entered into this 17 day of July, 2009, and is attached to and made a part of that certain Standard Purchase Agreement dated June 12, 2009 (the "Purchase Agreement") by and between **NORTH MAPLE HOLDINGS, LLC**, a Minnesota limited liability company (the "Seller"), and **COUNTY OF ANOKA**, a political subdivision of a state of Minnesota, (the "Buyer").

**RECITALS**

WHEREAS, Buyer and Seller are parties to the Purchase Agreement relating to the real property and improvements thereon commonly known as 14550 Armstrong Blvd, Ramsey, Minnesota (the "Property"); and

WHEREAS, the parties hereto desire to modify and supplement the terms of the Purchase Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**AGREEMENT**

1. **Defined Terms.** Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings as defined in the Purchase Agreement.
2. **Additional Agreements.** Seller and Buyer agree as follows:
  - a. **Tenant's Property.** Buyer agrees that Seller shall have the right to take such steps as may be necessary to remove, store and/or dispose of any and all personal property and fixtures located on the Property belonging to Twin Cities Stores, Inc. d/b/a Oasis Market (the "Tenant"), and Seller reserves the right to seek reimbursement from the Tenant for costs and expenses incurred by Seller in connection therewith.
  - b. **Representations and Warranties.** Buyer hereby acknowledges and agrees that it is Buyer's intention to demolish the existing improvements located on the Property. Accordingly, the parties hereby agree that the warranties set forth in lines 41, 52, 68, and 74 of the Purchase Agreement are hereby deleted. Buyer hereby acknowledges and agrees that Seller is selling the Property, and Buyer is purchasing the Property, "As Is" and "Where Is" and "With All Faults;" and except as expressly set forth in the Purchase Agreement, as amended hereby, Seller makes no warranty or representation, express or implied or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property.

- c. Title Evidence. Buyer agrees that in lieu of delivering an Abstract of Title or a Registered Property Abstract as provided for in lines 80 and 81 of the Purchase Agreement, Seller may instead deliver to Buyer a commitment for an ALTA Owner's Policy of Title Insurance committing to insure marketable title to the Property in Buyer.
- d. Environmental Indemnification. Seller agrees that it will hold harmless, indemnify, and defend Buyer and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, their elected officials, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to the presence or release of Hazardous Materials located on the Property to the extent that such Hazardous Materials were located on the Property on or prior to the date of closing.

"Claims" means any and all actual out-of-pocket expenses that the Buyer may incur relating to the cleanup and/or containment of any Hazardous Materials located on the Property resulting from the presence or release of any Hazardous Materials on the Property on or prior to the date of closing which is required by applicable Environmental Laws.

"Environmental Laws" means all federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

"Hazardous Materials" means any flammable substances, explosives, radioactive materials, hazardous wastes, toxic substances, pollutants, pollution, or related materials specified as such in, or regulated under, any of the Environmental Laws including without limitation any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder and any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendment and Reauthorization Act of 1986, as amended from time to time, and regulations promulgated under it.

For the purpose of this indemnification provision the term "Hazardous Materials" shall not include asbestos.

This indemnification provision shall survive the closing of the sale of the Property and the delivery of the deed conveying title to the Buyer.

- e. 1031 or 1033 Exchange. If Seller elects to arrange a tax-deferred exchange of the Property pursuant to Section 1031 or 1033 of the Internal Revenue Code ("IRC"), Buyer agrees to cooperate in such exchange provided that Buyer shall incur no additional cost or expense. Such exchange may be a simultaneous exchange or a delayed exchange, and Seller shall have the right to assign its right, title and

interest in the Purchase Agreement to a qualified intermediary and take other actions authorized by the IRC to effectuate such tax-deferred exchange. Buyer agrees to cooperate with Seller's reasonable requests in structuring and consummating the transaction contemplated by the Purchase Agreement so as to comply with Section 1031 or 1033 of the IRC.


3. **Miscellaneous.** Except as specifically modified by this Addendum, all other terms and conditions of the Purchase Agreement remain in full force and effect. The Purchase Agreement, as amended hereby, is hereby ratified and confirmed in all respects. This Addendum may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Addendum to Standard Purchase Agreement as of the date first above stated.

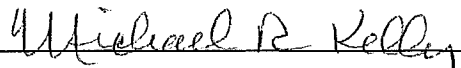
**SELLER:**

NORTH MAPLE HOLDINGS, LLC

By:   
John K. Bunkers  
Its: Chief Manager

**BUYER:**

ANOKA COUNTY

By:   
Its: Chief Right of Way Agent