

January 31, 2012

VIA EMAIL (hnelson@ci.ramsey.mn.us)

Housing and Redevelopment Authority of the City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303
Attention: Heidi A. Nelson

Re: Legal Services Agreement

Ladies and Gentlemen:

In connection with our telephone conversations, we understand that you would like this firm to represent you in connection with a potential Offer to Purchase between the Housing and Redevelopment Authority of the City of Ramsey and Convenience Store Investments, a Wisconsin limited partnership for property located in the project known as The COR at Ramsey. It is generally our firm's policy to provide new clients with written fee agreements. This letter sets forth the terms on which we are offering our services to you for this matter.

Legal Fees and Invoices

If you engage our firm by signing this letter, you will pay us for the performance of legal services and will reimburse us for all expenses on a monthly basis. You agree to pay us the amount on each bill within thirty (30) days after you receive the bill. In addition, if you do not pay the bill within thirty (30) days after you receive it, we reserve the right to refuse to perform any further work on the matter. If, however, at any time, you have questions involving your bill or the services we have provided, please do not hesitate to call me.

The time expended by us in performing legal services for you, including time spent on telephone calls with you or others involved in this matter will be the primary basis for determining legal fees. The rates for attorney services vary among attorneys depending upon experience level and are periodically adjusted, generally on January 1 of each year. Our charges will reflect any such adjustments. We will delegate your work to our personnel as we deem appropriate. It is anticipated that, for the most part, I will be performing the work, with assistance from other lawyers in the firm as I deem appropriate. The rate you will be charged is for my time is \$350.00 per hour, reflecting a discount of \$10.00 from my current rate of \$360.00 per hour.

We also may incur various expenses in providing legal services to you. If you engage us, you will reimburse us for these out-of-pocket expenses or, if you are billed directly for these expenses, you will make prompt, direct payments to the obligors of the bills. Such expenses may

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include, but are not limited to, messenger services, recording fees, overnight courier fees and copying. We may ask you to directly pay any outside charges of \$50.00 or more.

We will include in the statements sent to you a description of the services for which you are being charged and a specific identification of all fees, charges and expenses for which we seek reimbursement.

General Matters

You will have the right to make all business decisions, including whether to settle any dispute with adverse parties, and including whether to proceed with the purchase transaction. The scope of our representation will be determined by you. We will make reasonably available to you all written materials sent or received by us pertaining to your representation. Copies of all such materials will be provided to you at your request.

Certain communications between you and members of our firm are governed by the so-called "attorney-client privilege." The privilege allows you to disclose to us documents and other relevant information in connection with litigation or any other matter on which you may be seeking advice as a client, without fear of disclosure of such material by us. The attorney-client privilege is, however, subject to some exceptions and should any issues regarding confidentiality arise, we would be happy to discuss the workings of the attorney-client privilege with you. You agree that we will have the right to communicate directly with any of you, and that none of you, between yourselves, will claim that we had no right to communicate with any other of you based on the attorney-client privilege.

We reserve the right to withdraw from representing you for any reason as permitted or required under the Minnesota Rules of Professional Conduct for lawyers. You, of course, reserve the right to terminate our representation at any time for any reason whatsoever. In the event either of us desires to terminate further legal representation, we will make such termination in writing, and you will promptly pay for all legal services rendered as of that date and for all fees, charges and expenses incurred by us as of that date. As of the date of termination, there will be no charge for further legal services other than as agreed to by you.

Record Retention

By signing this letter, we agree that all client supplied materials and all attorney end product (referred to generally as "client material") are the property of the client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents.

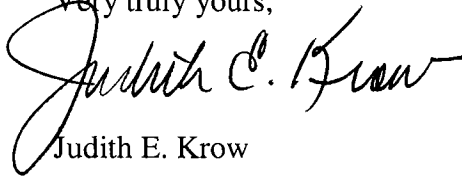
By signing this letter, you agree that attorney work product is the property of the firm. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

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After the close of a matter, we will notify you, at the most recent address we have for you, of any client materials that remain in the possession of the firm before destroying or otherwise disposing of them. You may then retrieve these client materials within thirty (30) days after the notice, or you may direct the firm to forward the client materials to you, at your expense. If within thirty (30) days after the notice, you fail to retrieve the client materials or request us to forward them, you shall be deemed to have authorized us to destroy the client materials, in which case we will, consistent with any applicable rules of professional conduct, use our discretion as to the retention or destruction of all attorney work product, and any client materials that remain with the firm. We shall have the absolute right to destroy all client materials, without further notice to you seven (7) years after the closing of a matter.

We appreciate the opportunity to be of service. If you desire to retain us to provide legal services pursuant to the terms of this letter, please sign this letter in the space provided below and return it to me via email at jkrow@fwhtlaw.com. If you have any questions or comments, please feel free to call me. My direct line is (612) 359-7614. We look forward to working with you.

Very truly yours,



Judith E. Krow

JEK/hnf

The foregoing accepted and agreed to this ____ day of _____, 2012.

HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF RAMSEY

By: _____
Name: _____
Title: _____