

**REINSTATEMENT AND AMENDMENT NO. 2
TO
PURCHASE AGREEMENT**

THIS REINSTATEMENT AND AMENDMENT NO. 2 TO PURCHASE AGREEMENT (“Reinstatement”) is made and entered into as of November ___, 2012, by and between THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a public body politic and corporate under the laws of the state of Minnesota (“Seller”) and WEST REAL ESTATE AND MANAGEMENT, INC., a Minnesota corporation (“Purchaser”).

RECITALS:

A. Seller and Kona Properties, LLC (“Kona”) entered into that certain Purchase Agreement dated as of September 4, 2012 (the “Original Agreement”) which Original Agreement was amended by a certain Amendment No. 1 to Purchase Agreement dated September ___, 2012 (the “First Amendment”; the Original Agreement and the First Amendment may be referred to collectively herein as the “Agreement”).

B. Kona assigned its interest in the Agreement to Purchaser by a certain Assignment and Assumption of Purchase Agreement with an effective date of September 10, 2012, and Purchaser assumed the obligations of Kona therein.

C. The Agreement was previously terminated by Purchaser in accordance with its terms.

D. Seller and Purchaser now desire to reinstate the Agreement and make certain amendments thereto.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Reinstatement. The Agreement is reinstated as of the date of this Reinstatement and is in full force and effect subject to the terms and conditions of this Reinstatement.

2. Definitions. All capitalized terms used in this Reinstatement and not otherwise defined herein shall have the meanings attributed to them in the Agreement.

3. Assumption. For the benefit of Seller, Purchaser hereby confirms its assumption of the Agreement and agrees to perform the same in accordance with its terms, subject to any modifications set forth in this Reinstatement.

4. Amendments.

(a) Notwithstanding the provisions of Section 3.2, the Earnest Money shall be deposited with Title one (1) business day after this Reinstatement is executed by Seller, which Earnest Money shall be non-refundable after December 20, 2012, for any reason except Seller's uncured default under the Agreement.

(b) Notwithstanding the provisions of Section 6.2, or any other provision of the Agreement, the Contingency Date shall be December 20, 2012.

(c) Notwithstanding Section 7.1, the Closing Date shall be not later than April 30, 2013.

(d) The notice address for Purchaser appearing in Section 14.4 of the Original Agreement is hereby deleted and the following substituted therefor:

“West Real Estate and Management, Inc.
1660 South Highway 100, Suite 105
St. Louis Park, Minnesota 55416
Attention: Tom Noble
Telephone: (952) 224-2500
Facsimile: (952) 697-3648”

5. Reference to and Effect on the Agreement.

(a) Upon the effectiveness of this Reinstatement, each reference in the Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended hereby.

(b) Except as specifically set forth above, the Agreement remains in full force and effect and is hereby ratified and confirmed.

(c) Wherever there exists a conflict between this Reinstatement and the Agreement, the provisions of this Reinstatement shall control.

(d) This Reinstatement, together with the Agreement, constitute the complete agreement of Seller, Assignor and Assignee as to the matters set forth herein and may not be waived, modified or changed, except by writing signed by all three of such parties.

6. Governing Law. This Reinstatement shall be governed by and construed in accordance with the laws of the State of Minnesota.

7. Headings. Section headings in this Reinstatement are included herein for convenience of reference only and shall not constitute a part of this Reinstatement for any other purpose.

8. Counterparts. This Reinstatement may be executed in counterparts, all of which, when taken together, shall constitute one and the same original.

9. Time of Essence. Time shall be of the essence as to each and every provision of this Reinstatement and the Agreement.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND
FOR THE CITY OF RAMSEY, MINNESOTA
TO
REINSTATEMENT AND AMENDMENT NO. 2 TO PURCHASE AGREEMENT
LOT 5, BLOCK 1, COR TWO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

SELLER:

THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY
OF RAMSEY, MINNESOTA

By: _____
Kurt Ulrich
Its Executive Director

By: _____
Name: _____
Its Chairperson

SIGNATURE PAGE OF WEST REAL ESTATE AND MANAGEMENT, INC.
TO
REINSTATEMENT AND AMENDMENT NO. 2 TO PURCHASE AGREEMENT
LOT 5, BLOCK 1, COR TWO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PURCHASER:

WEST REAL ESTATE AND MANAGEMENT, INC.

By: _____
Name: _____
Title: _____