PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") is made as of September ____, 2026 ("**Effective Date**") by and between City of Ramsey, a Minnesota Municipal Corporation ("**Seller**"), and 6781 Properties, LLC, a Minnesota limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller is the owner of that certain real property located in the City of Ramsey, Anoka County, Minnesota with an unassigned address and PID: 34-32-25-21-0103 legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**Real Property**");

WHEREAS, Seller is desirous of selling the Property and the Buyer is desirous of purchasing the Property in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto agree as follows:

1. Sale and Purchase of Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to the following property (collectively, the "**Property**"):

a. The Real Property, together with all hereditaments, privileges, appurtenances, easements, rights of access, mineral, gas, oil and water rights appertaining or otherwise belonging thereto; and

b. All of Seller's right, title and interest in all maps, reports, plans, and other such materials having to do with the Property, as well as all land use entitlements, governmental permits, licenses, authorizations and allocations and other such governmental and agency approvals as may exist concerning the Property, and to the extent assignable: (i) if still in effect, guaranties and warranties received by Seller from any contractor, manufacturer or other person in connection with the construction, operation, ownership or use of the Property, and (ii) all other intangible property associated with the Property (collectively, the "**Intangible Personal Property**").

2. Purchase Price. The purchase price for the Property shall be the sum of Three Hundred Sixteen Thousand Fifty and No/100 Dollars ($316,050.00) ("**Purchase Price**"), which Buyer agrees to pay to Seller, subject to adjustments as set forth herein, as follows:

a. Earnest Money. Within three (3) days after the Effective Date, the Buyer will deliver to First American Title Insurance Company, Attn: Jim Erickson ("**Title Company**"), the sum of Twenty-Five Thousand and No/100 Dollars ($25,000) ("**Earnest Money**"). The full amount of the Earnest Money will be fully applied against the Purchase Price at the

Closing (defined below). The Title Company shall hold the Earnest Money for the mutual benefit of the parties in accordance with the provisions of this Agreement.

b. Balance Due at Closing. The balance of the Purchase Price will be paid by the Buyer, in cash, at the Closing.

3. Closing. The "**Closing**" shall occur no later than November 30, 2026, or on such earlier date mutually agreed to in writing by the Seller and Buyer ("**Closing Date**") at the offices of the Title Company, or such other place as may be mutually agreed upon by the parties hereto, and possession to the Property shall be transferred to the Buyer on the Closing Date. The payment of the Purchase Price and delivery of the Closing Documents (defined below) shall be made on the Closing Date. The date and time of the Closing for all purposes under this Agreement, including any calculations to be made as of the Closing, shall be 12:01 a.m., Minneapolis, Minnesota time, on the Closing Date.

4. Inspection Contingency Period.

a. Commencing on the Effective Date and expiring sixty (60) days thereafter ("**Inspection Contingency Period**"), the Buyer and its agents and representatives shall have access to the Property at any time mutually convenient to Buyer and Seller for the purpose of conducting reasonable inspections of the Property and related due diligence of the Property, including but not limited to performing non-invasive environmental tests, surveying the Property and conducting such other non-invasive work as Buyer shall consider appropriate including investigations, tests and inspections relating to the physical characteristics of the Property, all engineering, geotechnical and structural analysis. Buyer shall defend, indemnify and hold Seller harmless from any costs or expenses incurred in connection with the Buyer access to the Property, whether such access to the Property was before or after the Effective Date, and shall restore the Property to its condition immediately preceding such access. All inspections will be at the sole cost and expense of the Buyer and the Buyer shall indemnify and hold Seller harmless from any losses, liabilities, liens, legal actions, proceedings, and costs or expenses (including reasonable attorney's fees) incurred in connection with such inspections. The obligations of Buyer under this Section shall survive the termination of this Agreement.

b. On or before the expiration of the Inspection Contingency Period, the Buyer, in its sole absolute discretion, has the right for any reason or no reason to terminate this Agreement. In such event, or any other timely written notice of termination of this Agreement by Buyer to Seller, Buyer shall receive a full refund of the Earnest Money and except for obligations that this Agreement expressly survives termination, neither party will have any further rights against the other.

c. Within five (5) days after the Effective Date, to the extent in Seller's possession, Seller shall deliver to Buyer copies of the following documents (collectively, the "**Seller Documents**"):

i. Any and all environmental, engineering, architectural or geotechnical studies, plans reports, and specifications, soil boring test results, boundary and topographic surveys (ALTA surveys), site plans, and environmental or hazardous material reports or studies with respect to the Property;

ii. Copy of the most recent Phase I and Phase II Environmental Site Assessment reports;

iii. A copy of the Lease;

iv. Copies of any warranties or guarantees relating to any of the Property;

v. Copies of all licenses, permits, maps, certificates of occupancy, certificates of insurance, building inspection approvals and any and all covenants, conditions and restrictions relating to the Property; and

vi. Property and liability insurance loss runs with respect to the Property for the prior two (2) years.

5. Title.

a. Seller, at Seller's sole cost and expense, shall use commercially reasonable efforts obtain within seven (7) days after the Effective Date a title commitment (the "**Title Commitment**"), issued through the Title Company, legally describing the Property, listing the Buyer as the prospective named insured, showing as the policy amount the Purchase Price for the Property and including legible copies of all documents referred to in the Title Commitment as creating exceptions to the marketability of title. A copy of said Title Commitment shall be provided to Buyer promptly upon Seller's receipt thereof. The owner's title policy to be issued pursuant to the Title Commitment shall be on the most current form used by the Title Company or an equivalent approved by the Buyer and shall insure good and marketable fee simple title to the Property subject to real estate taxes and special assessments as described in Section 7 below. Buyer shall pay the premium for said owner's title policy. Buyer shall pay any premiums for endorsements to the owner's title policy and for any lender's policy and endorsements thereto to be issued.

b. Buyer shall have fifteen (15) days after receipt of both the Title Commitment and Survey (the "**Title Review Period**"), in which to notify in writing Seller of any objections Buyer have to any matters that are set forth in the Title Commitment and in any Survey described in Section 6 below. Any matters to which the Buyer do not object in writing within the Title Review Period or the Title Update Review Period (defined below) shall be deemed to be Permitted Exceptions to the status of Seller's title (the "**Permitted Exceptions**"). Notwithstanding anything to the contrary set forth herein, the following matters shall be deemed Permitted Encumbrances, and in no event shall Seller have any obligation to remove such matters from title: (i) applicable zoning and building ordinances and land use regulations, (ii) the lien of taxes and assessments not yet due and payable (it being agreed by Buyer and Seller that if any tax or assessment is levied or assessed with respect to the Property after the date hereof and the owner of the Property has the election to pay such tax or assessment either immediately or under a payment plan with interest, Seller may elect to pay under a payment plan, which election shall be binding on Buyer); (iii) any exceptions caused by Buyer; and (iv) such other exceptions as the Title Company shall commit to insure over, without any additional cost to Buyer, whether such insurance is made available in consideration of bonding, indemnity of Seller or otherwise, at no cost to Buyer.

c. With regard to items other than Permitted Exceptions to which the Buyer objects to in writing within the Title Review Period or the Title Update Review Period, Seller will notify Buyer within five (5) business days of receipt of Buyer's written objection, whether Seller (i) will cure such objection or (ii) not cure such objection. Seller's failure to respond to the Buyer written objection shall be construed as Seller's election under subpart (ii) of the preceding sentence. With respect to the objections for which Seller has elected not to cure, Buyer shall, at the Buyer option, waive the objections not cured, in which event the same shall become Permitted Exceptions, or terminate this Agreement by written notice to Seller within five (5) days of Seller's election (or deemed election) under subpart (ii) above. Failure of the Buyer to respond shall be deemed as Buyer election to waive such objections. With respect to those objections for which Seller has elected to cure, Seller shall cure such objections prior to Closing. Notwithstanding the foregoing, if Seller is unable or unwilling to cure such objections prior to Closing, it being understood that Seller is not required to cure any such objections, the Buyer may, at the Buyer option, waive the objections not cured, in which event the same shall become Permitted Exceptions, or Buyer may terminate this Agreement by written notice to Seller and Buyer shall receive a full refund of the Earnest Money.

d. Prior to Closing, the Buyer may obtain, at the Buyer cost and expense, an update of the Title Commitment ("**Title Update**"). If the Title Update or any updated Survey discloses a title or survey matter that was not disclosed in the Title Commitment or the Survey, the Buyer may deliver to Seller, within (10) days following the Buyer receipt of the Title Update and any updated Survey ("**Title Update Review Period**") a written statement of objections to any matter first disclosed on the Title Update or any updated Survey accompanied by a copy of the Title Update and any updated Survey, provided that the Buyer will not have the right to object to any matters that are Permitted Exceptions. In the event Buyer fail to timely notify Seller of any objections to title to the Property which are contained in the Title Commitment, the Survey, in any Title Update or on any updated Survey, the Buyer will be deemed to have agreed to accept title subject to all matters reflected in the Title Commitment and any Title Update and to the state of facts shown on the Survey or any updated Survey. Seller shall be obligated to discharge or satisfy any mortgage, judgment or other monetary lien on or before the Closing.

6. Survey. Buyer, at its sole cost and expense, may obtain its own current boundary and topographic survey of the Property certified to Buyer and the Title Company prepared under American Land Title Association specifications by a duly licensed land surveyor in the State of Minnesota ("**Survey**").

7. Real Estate Taxes; Operating Income and Expenses.

a. The parties shall prorate all real estate taxes and installments of special assessments due and payable in the year of the Closing, on a calendar year basis, utilizing actual final tax bills if available prior to Closing. If final tax bills are not available, the parties shall prorate real estate taxes and special assessments on the basis of the projected taxes if a projection is available from the applicable taxing authority or, if a projection is not available, on the basis of the most recent final tax bills. Seller shall pay all real estate taxes and installments of special assessments for years prior to year of the Closing, and shall upon request furnish evidence of such payment to the Buyer and the Title Company, and the Buyer shall pay all taxes and installments of special assessments due in any year after the year in which the Closing occurs.

b. Except for real estate taxes and special assessments as provided directly above in Section 7.a. of this Agreement, the parties shall apportion all operating income, expenses and payables of the Property as of the Closing Date, based upon the number of days in the period for which such operating income, expenses and payables were earned. To the extent not already prorated as operating expenses, the parties shall also prorate amounts paid or payable under any surviving service agreements, if any. The prorations under this Section 7.b. shall be based on actual invoices if reasonably possible. If actual invoices are not available in advance of Closing, then the prorations shall be calculated as soon after Closing as practicable. The obligation to make apportionment shall survive Closing.

8. Sale "As Is"; Release of Seller.

a. As-Is. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DEED, THE PROPERTY IS SOLD AND CONVEYED TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS," WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, SOILS, SUITABILITY FOR DEVELOPMENT, ZONING, OR COMPLIANCE WITH LAWS. Buyer acknowledges it has the opportunity to conduct such inspections, tests, and investigations as Buyer deems necessary or appropriate during the Due Diligence Period.

b. Release Post-Closing. FROM AND AFTER CLOSING, BUYER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, RELEASES SELLER AND ITS PUBLIC OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, KNOWN OR UNKNOWN, RELATING TO THE CONDITION OF THE PROPERTY, EXCEPT FOR CLAIMS ARISING FROM SELLER'S EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS AGREEMENT OR THE DEED. The provisions of this Section shall survive Closing.

9. Seller's Representations and Warranties. In order to induce the Buyer to enter into this Agreement, Seller represents and warrants to the Buyer as follows:

a. Seller is duly organized, qualified and in good standing, and has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents; such documents have been duly authorized by all necessary action; and such documents are or will be valid and binding obligations of Seller, enforceable in accordance with their terms. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

b. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property;

c. Seller is fee owner of the Property;

d. there is no action, litigation, investigation, condemnation or proceeding of any kind pending, or to the knowledge of Seller, threatened against Seller or any portion of the Property;

e. 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;

f. there is no litigation, arbitration or proceeding pending or threatened, before any court or administrative agency or any other condition that relates to or affects the Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property;

g. to the best of Seller's actual knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, 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 Environmental Law (collectively, "**Hazardous Substances**") currently exist on the Premises in violation of any Environmental Law. To Seller's actual knowledge, Seller is not subject to any pending or, to the knowledge of Seller, threatened proceeding alleging violation of any Environmental Law or alleging responsibility for any environmental condition at the Property, in each case, that would reasonably be expected to result in material liability to the Seller under applicable Environmental Laws. Seller has not disposed of or released Hazardous Substances at the Property in a manner that would reasonably be expected to result in material investigation-related or remedial liability of Seller under applicable Environmental Laws. Seller, has delivered or made available to Buyer copies of all environmental reports, assessments, permits, suits, information requests, orders, notices of violation, closure letters, site status letters and similar documentation in Seller's possession or reasonable control. "**Environmental Law**" shall mean any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health or safety associated with the environment, as currently in effect;

h. except for Mille Lacs Motor Sports II, Inc., a Minnesota corporation ("**Tenant**") under that certain Lease dated May 28, 2025 as amended by that certain First Amendment to Lease dated January 27, 2026 as further amended by that certain Second Amendment to Lease dated May 26, 2026, as further amended by that certain Third Amendment to Lease dated August 31, 2026 (collectively the "**Lease**"), title to the Property is subject to no tenancy or other right of occupancy, it being acknowledged and agreed that the Lease will be terminated prior to the Closing and will not remain in effect at or after Closing;

i. there are no special assessments (including pending), special tax districts, special service areas, sanitary sewer separation fees or outstanding obligations (contingent or otherwise) to governmental entities, including, without limitation, any portion payable with the current tax bill with respect to the Property or any part thereof;

j. Seller has not received any notice of violation of any legal requirement pertaining to the Property;

k. Seller is not aware of any wells on the Property within the meaning of Minn. Stat. §1031, which representation is intended to satisfy the requirements of Minn. Stat. §1031. Seller is not aware of anysewage generated at the Property to be managed, and there is no individual sewage treatment system located on or serving the Premises, which representations are intended to satisfy the requirements of Minn. Stat. §115.55, Subd.6; and

l. Other than the Buyer, no person or entity has any right, agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.

If any of Seller's representations and warranties set forth in this Section 8 ("**Seller Representations**") are inaccurate in any material respect, Seller shall give the Buyer written notice thereof promptly after Seller's actual knowledge of the same, and, in either case, the Buyer shall have the right to terminate this Agreement prior to the earlier of five (5) days after such written notice or Closing, by delivery of written notice to Seller. All of the Seller Representations contained in this Agreement shall survive the Closing for twelve (12) months following the Closing Date. Seller Representations shall automatically be null and void and of no further force and effect after the date which is twelve (12) months following the Closing Date unless, prior to the end of such twelve (12) month period, the Buyer shall have commenced a legal proceeding against Seller, alleging that Seller was in breach of such Seller Representations when made, and that the Buyer have suffered actual damages as a result thereof. In no event will Seller have liability to the Buyer following Closing for any breach of a representation or warranty discovered by or disclosed to Buyer prior to Closing.

The above representations and warranties of Seller shall be true, correct and complete in all material respects on and as of the Closing Date and the Buyer shall provide a certificate of such as of Closing Date (**"Seller's Certificate"**).

10. Buyer Representations and Warranties. Buyer has the requisite power and authority to enter into and perform this Agreement and the closing documents signed by Buyer; such documents have been or will be duly authorized by all necessary action on the part of the Buyer and have been or will be duly executed and delivered; such execution, delivery and performance by Buyer of such documents does not conflict with or result in a violation of Buyers' organizational documents or any judgment, order or decree of any court or arbiter to which Buyer is a party; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms, subject to applicable law pertaining to a bankruptcy by Buyer and general equitable principles. The person executing this Agreement on behalf of Buyer has the right, legal power and actual express authority to bind Buyer to the terms and conditions of this Agreement and such other documents as are contemplated or to be delivered by Buyer herein, and to bind Buyer thereto. The above representations and warranties of the Buyer shall be true, correct and complete in all material respects on and as of the Closing Date and the Buyer shall provide a certificate of such as of Closing Date (**"Buyer's Certificate"**). All of the Buyer representations and warranties contained in this Agreement shall survive the Closing for twelve (12) months following the Closing Date. Each such representation and/or warranty shall automatically be null and void and of no further force and effect after the date which is twelve (12) months following the Closing Date unless, prior to the end of such twelve (12) month period, Seller shall have commenced a legal proceeding against the Buyer, alleging that the Buyer was in breach of such representation or warranty when made, and that Seller has suffered actual damages as a result thereof.

11. Conditions Precedent to Obligation of Buyer. The obligation of the Buyer to consummate the transaction hereunder shall be subject to fulfillment on or before the time periods set forth below of all of the following conditions, all of which may be waived by the Buyer in its sole discretion:

a. Seller shall have delivered to the Buyer all of the items required to be delivered to Buyer pursuant to the terms and conditions of this Agreement including Seller's compliance with all reasonable and customary requirements of the Title Company. Seller agrees it shall comply with all reasonable and customary requirements of the Title Company, including, but not limited to execution of title affidavits.

b. Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the Closing Date.

c. Prior to the Closing Date, Buyer and Tenant shall have entered into a new lease agreement for the Property on terms acceptable to Buyer in Buyer's discretion.

d. Buyer shall have received all applicable regulatory approvals, tax clearances, and third-party consents (including, without limitation, any licenses) that Buyer deems necessary or desirable in connection with the transaction contemplated in this Agreement on terms satisfactory to Buyer in Buyer's sole discretion on or before the Closing Date.

e. Buyer waiving or not exercising Buyer's right to terminate this Agreement under Section 4 of this Agreement prior to the end of the Inspection Contingency Period.

In the event that any contingency set forth in this Section 10 has not been satisfied or waived on or before the applicable date as set forth above, then this Agreement may be terminated, at Buyer's sole and absolute discretion, by written notice from Buyer to Seller on or before the dates set forth for above, in which case the Earnest Money shall be returned to Buyer, and neither party will have any further rights or obligations regarding this Agreement, except for the obligations that survive this Agreement.

12. Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Seller in its sole discretion (except as provided below):

a. Seller shall have received the Purchase Price payable in the manner provided for in this Agreement.

b. Buyer shall have delivered to Seller all of the items required to be delivered to Seller pursuant to the terms of this Agreement.

c. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

d. Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the Closing Date.

13. Deliveries at Closing.

a. Seller will execute and deliver to the Buyer the following documents at the Closing (collectively, the "**Seller Closing Documents**"):

i. Duly recordable Limited Warranty Deed (the "**Deed**") conveying title to the Real Property in accordance with the terms of this Agreement;

ii. A non-foreign affidavit or a qualifying statement sufficient in form and substance to relieve the Buyer of any and all obligations to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Code, or a statement from Seller authorizing Buyer to deduct and withhold taxes as required by Section 1445 of the Code;

iii. Seller's Affidavit which may be required by Title Company to issue the owner's title policy required by this Agreement;

iv. Seller's Certificate;

v. General Assignment in form and substance acceptable to Buyer, executed by Seller, transferring to Buyer all Intangible Personal Property;

vi. A completed Minnesota Department of Health Well Disclosure Certificate or include on the Deed the statement "The Seller certifies that the Seller does not know of any wells on the described Property";

vii. Closing statement or settlement statement ("**Settlement Statement**") identifying all amounts due and to be disbursed to close the transactions contemplated by this Agreement;

viii. Evidence confirming the due authorization, execution and delivery of this Agreement and the other documents to be executed in connection herewith by Seller; and

ix. Any and all other documentation reasonably required by the Title Company to close the transaction contemplated hereunder and to cause the owner's title policy to be issued and delivered to the

Buyer, provided, that the same are commercially reasonable and do not require Seller to incur additional obligations or costs.

b. Buyer will execute and deliver to Seller the following documents at the Closing (collectively, the "**Buyer's Closing Documents**"):

i. The Purchase Price in accordance with Section 2 hereof;

ii. Buyer's Certificate;

iii. General Assignment;

iv. Settlement Statement; and

v. Any other documentation reasonably required by the Title Company to close the transaction contemplated hereunder and to cause the owner's title policy to be issued and delivered to the Buyer.

The Seller's Closing Documents and the Buyers' Closing Documents are sometimes collectively referred to as the "**Closing Documents**".

14. Closing Costs/Fees. At the Closing, the parties will bear the following costs:

a. Seller will pay (i) the cost of the Title Commitment; (ii) the deed tax in connection with the Deed and the transfer of the Property; (iii) the recording fees due upon the recording of any documents (other than the Deed) necessary to place record title in the condition required by this Agreement; (iv) one-half (1/2) of any closing escrow fees of the Title Company; and (v) all other costs and expenses that are allocated to Seller under the other provisions of this Agreement.

b. Buyer will pay (i) the cost of recording the Deed and the title insurance premiums, including costs for endorsements or additional coverages thereto; (ii) all costs and expenses associated with the Buyer inspections of the Property; (iii) one-half (1/2) of any closing escrow fees of the Title Company; and (iv) all other costs and expenses that are allocated to Buyer under the other provisions of this Agreement.

c. Buyer and Seller shall each be responsible for their own legal, accounting and consulting expenses in connection with this Agreement and this transaction.

d. Payment of any closing costs not specifically listed herein shall be the responsibility of the party as stated elsewhere in this Agreement, and if not stated elsewhere in this Agreement, the costs shall be the responsibility of the party ordering or contracting for such item.

15. Casualty or Condemnation.

a. If prior to the Closing, the Property is materially damaged or destroyed by fire or other casualty, Seller will provide immediate written notice to Buyer, at which time the Buyer may terminate this Agreement on written notice to the Seller given within ten (10) days after the Buyer receives written notice from the Seller of the occurrence of such fire or casualty and the amount of applicable insurance coverage. If the Buyer exercises such option to terminate as a result of such damage or destruction by fire or other casualty, it will be deemed that the Buyer terminated this Agreement pursuant to Section 4.b. hereof and the rights of the parties will be as set forth therein in which case the Earnest Money shall be returned to Buyer. If the Buyer does not exercise such option to terminate as set forth in the immediately preceding sentence, this Agreement will remain in full force and effect in accordance with its terms and the Buyer will be entitled to the proceeds of insurance and a credit against the Purchase Price in the amount of the deductible under any policies of insurance. As used herein, "material" damage or destruction means damage or destruction, the repair or restoration of which is in excess of $100,000.

b. In the event proceedings to condemn the Property or any portion thereof are commenced before the Closing, the Buyer has the right to terminate this Agreement in which event it will be deemed that the Buyer terminated this Agreement pursuant to Section 4 hereof in which case the Earnest Money shall be returned to Buyer and the rights of the parties shall be as set forth therein. In the event the Buyer does not elect to terminate this Agreement, Seller will assign to the Buyer, at the Closing, all of Seller's rights, title and interest in and to any condemnation proceeds payable with respect to the Property or grant Buyer a credit against the Purchase Price equal to the amount of any condemnation award paid to Seller.

16. Default. In the event of a default hereunder by Seller which is not cured within a period of thirty (30) days following written notice from the Buyer to Seller that such default exists, Buyer may: terminate this Agreement and Buyer shall receive a full refund of the Earnest Money, or alternatively the Buyer may seek specific performance of the Agreement by Seller, provided that Buyer commence the action for specific performance within six (6) months after Seller's default. The foregoing remedy shall be the only remedy available to Buyer upon default by Seller. In the event of a default hereunder by Buyer which is not cured within a period of thirty (30) days following written notice from Seller to Buyer that such default exists, Seller may terminate this Agreement and retain the Earnest Money and except for obligations that this Agreement expressly survives termination, neither party will have any further rights against the other. The foregoing remedy shall be the only remedy available to Seller upon default by Buyer.

17. Real Estate Brokers. Seller and Buyer represent and warrant that they have not engaged any real estate brokers or agents in connection with this Agreement or the transactions contemplated hereunder. Except as provided above, Buyer and Seller agree to indemnify and hold the other harmless from anyone claiming a real estate commission/fee through them. The provisions of this Section 16 will survive the Closing.

18. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in

writing and shall be delivered personally, or transmitted by email (provided that the original thereof shall thereafter be promptly sent by a nationally recognized overnight express courier), or sent by a nationally recognized overnight express courier, and shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or one (1) business day after deposit with a nationally recognized overnight express courier, or immediately upon being sent by email transmission in accordance with the procedures described above. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller:	City of Ramsey 7550 Sunwood Drive Ramsey, MN 55303 Attn: Brian Hagen, City Administrator Email: bhagen@cityoframseymn.gov
If to Buyer:	6781 Properties, LLC 701 Xenia Avenue South, Suite 130 Golden Valley, Minnesota 55416 Attention: Russell S. King Email: rking@kingcapitalcorp.com

19. Headings. The headings of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and do not form a part hereof, and in no way interpret or construe such paragraphs and subparagraphs.

20. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. Neither party may assign its rights and obligations under this Agreement without the others written consent. Notwithstanding the foregoing, Buyer may assign this Agreement and all of its rights hereunder only to any entity controlled by Buyer, provided, that Buyer delivers to Seller on or before the Closing Date, written notice of such assignment together with a duly executed assignment instrument evidencing Assignee's assumption of Buyer's obligations under this Agreement.

21. Confidentiality. Seller and the Buyer agree to maintain the confidentiality of the terms of the transaction proposed by this Agreement; provided, however, Buyer may disclose material terms as necessary or required to be disclosed in connection with its due diligence investigations, financing and by applicable laws and ordinances.

22. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement of the parties. This Agreement shall not be amended except by the written agreement of the parties hereto.

23. Severable Provisions. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

24. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

25. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. A signature on a copy of this Agreement transmitted by facsimile, electronic signature or .pdf file shall be deemed to have the same force and effect as an original signature.

27. 1031 Exchange. Buyer and Seller reserve the option to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Regulations promulgated thereunder, fee title in the Property which is the subject of this Agreement. Buyer and Seller expressly reserve the right to assign its rights, but not its obligations hereunder to a Qualified Intermediary provided in IRC Reg. 1.1031(k)-l(g)(4) on or before the Closing Date.

28. Further Assurances. Subject to the terms and conditions herein provided, each of Seller and the Buyer agree to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. From the Effective Date through the Closing Date, Seller and its members, representatives and agents agree that the Property will not be marketed for sale and that they will not, directly or indirectly, initiate, solicit, negotiate, accept or discuss with any third party, any inquiry, proposal or offer relating to the Property.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

<u>SELLER</u>:

CITY OF RAMSEY

By:___________________________________
Its:_ Mayor

By:___________________________________
Its:_ City Administrator

<u>BUYER</u>:

6781 PROPERTIES, LLC

By:___________________________________
Its:___________________________________

EXHIBIT A

LEGAL DESCRIPTION

Tract A, Registered Land Survey No. 249, Anoka County, Minnesota.

Address: Unassigned Address (Ramsey, MN)

PID: 34-32-25-21-0103