

PURCHASE AGREEMENT
922 - 930 - 928 Raymond Avenue
2382 Hampden Avenue
St. Paul, MN 55114

THIS AGREEMENT (this "Agreement") is entered into this ___ day of _____ 2008, by and between The Grand Lodge of Minnesota, of the Independent Order of Odd Fellows, a Minnesota non-profit corporation, ("Seller"), and Raymond Avenue Cooperative at Hampden, Inc., a Minnesota corporation, d/b/a Hampden Park Co-op, and its assigns or affiliated entities to be organized ("Buyer").

RECITALS

1. Seller is the fee owner of real property ("Land") currently improved with Buildings (the "Buildings") located in Ramsey County at 922 – 928 – 930 Raymond Avenue, St. Paul, Minnesota, and 2382 Hampden Avenue, St. Paul, Minnesota, all legally described in Exhibit A attached hereto.
2. Buyer desires to purchase, and Seller is willing to sell, (a) the Land, including all hereditaments, appurtenances, easements and right of ways thereunto belonging or in any way appertaining and also the right, title and interest (if any) of Seller in and to the bounding and abutting streets, alleys, (b) the Buildings, and (c) the Leases, if any, defined below, and (d) the personal property set forth on Exhibit B and all contracts, licenses, permits, equipment, fixtures and furnishings and all other personal property, tangible or intangible, including "Work Product" as defined in Section V(a) below, owned by Seller, physically located on the Land, and used in the operation and maintenance of the Buildings and the Land (the "Personal Property") (the Land, the Leases, the Buildings and the Personal Property are cumulatively the "Property"), in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements hereinafter provided and other good and valuable consideration, Seller agrees to sell and Buyer agrees to purchase from Seller the Property upon the following terms and conditions:

SECTION I: PURCHASE PRICE

The Purchase Price of the Property shall be Six Hundred Forty-Two Thousand Five Hundred Dollars and 00/100 Dollars (\$642,500.00 USD) (the "Purchase Price"), which shall be paid by Buyer to Seller by certified check or wire transfer as follows:

- (a) \$10,000.00 Earnest Money Deposit to be paid into escrow as provided for in Section II below; and
- (b) The balance of approximately \$632,500.00 cash to be paid to Seller by wire transfer or check on the Closing Date, defined below, adjusted in accordance with the provisions of Section XI as to the allocations of credits and costs to the Buyer and to Seller.

SECTION II: EARNEST MONEY DEPOSIT

Upon the execution of this Agreement by both Seller and Buyer (hereinafter referred to as the "Execution Date"), Buyer shall deposit with Seller's attorney, Hugh P. Markley, (the "Escrow Agent"), to be deposited by Escrow Agent, in his trust account, the sum of \$10,000.00 (the "Deposit") which shall be retained

by the Escrow Agent for the benefit of Seller and Buyer in accordance with the provisions of this Agreement. The parties hereby agree to execute such documentation, if any, reasonably required by the Escrow Agent in connection with the disbursement of the Deposit and establishment of the escrow referenced above. The Escrow Agent shall disburse the Deposit as set forth in this Agreement.

SECTION III: BUYER'S FINANCING CONTINGENCY

Buyer shall exert its best efforts to obtain appropriate financing for the purchase of the Land and the Buildings which in its sole and absolute discretion is acceptable to Buyer. In the event that Buyer is unable to obtain a financing commitment up until the date of closing (the "Financing Contingency Period"), the Buyer shall notify the Seller and the Escrow Agent shall immediately return the Deposit. If Buyer gives notice to Seller on or before the end of the Financing Contingency Period that it is unable to obtain financing for the purchase of the Property, this Agreement shall be deemed terminated and neither party will owe any obligations to the other party and all rights of the parties granted to the parties pursuant to this Agreement will be extinguished.

SECTION IV: WORK PRODUCT; BUYER'S CONDITIONS PRECEDENT

(a) Seller agrees to provide Buyer with the following items (which shall be referred to in the aggregate as the "Work Product") to the extent in Seller's possession within thirty (30) calendar days after the date of this Agreement:

- (i) complete plans and specifications, blueprints, operating manuals, surveys, environmental reports, and licenses, if any, used to construct and to operate the Buildings and the remainder of the Property;
- (ii) complete copies of all contracts currently affecting the Property including service contracts, and any parking or cross parking agreements ("Other Agreements");
- (iii) copies of all permits or authorizations required to be issued by any governmental body, including city, county and state bodies, including but not limited to occupancy permits, renovation permits, and grocery permits;
- (iv) copies of reciprocal easement agreements (if any);
- (v) copies of all variances, licenses, approvals and certificates of occupancy;
- (vi) copies of all warranties and guaranties, if any, which are still effective and which pertain to the Property or any portion thereof ("Warranties");
- (vii) inventory of the Personal Property owned by the Seller and located on the Land and used in connection with the operation of the Property;
- (viii) complete copies of the existing leases, if any, with each tenant and amendments thereto ("the Leases");
- (ix) statements of operating income and expenses for the Property for the 2007 and 2008 calendar year, if any;
- (x) copies of real estate tax statements for the Property for taxes due and payable in 2008 ("2008 Real Estate Tax Statements");

- (xi) summary of all utility bills for the past 12 months; and
- (xii) copies of all items specified in Sections V and VI.

Upon delivery of the Work Product, Seller shall provide Buyer with a written list of the items so delivered.

Buyer shall have ninety (90) business days (the "Inspection Period") from the date of execution of this Agreement or the date on which the last item of Work Product is provided to the Buyer, whichever is later, to review and inspect the Work Product, Personal Property, the Land, the Buildings and environmental reports, title, survey and to make any other tests, inspections and reports concerning the Property as Buyer shall deem appropriate. If the Buyer determines that it needs additional time to inspect the Work Product, Buyer shall notify the Seller in writing prior to the end of the 90 days and extend the Inspection Period. Thereafter the Buyer shall either accept or waive the conditions precedent and so notify Seller. Buyer shall have the right to cancel this Purchase Agreement for any reason prior to the end of the Inspection Period.

(b) Seller agrees that this Agreement shall be conditioned upon Buyer satisfying itself, in its sole and absolute judgment, that the contingencies below with respect to the Property are met on or before the date set out with respect to each contingency.

(i) On or before the end of the Inspection Period, Buyer shall have approved of the Property and the Work Product. Subject to the rights of existing tenants under the Leases, if any, Seller agrees to allow Buyer and its agents the right of any ingress or egress over and through the Property during all during regular weekday business hours for the purpose of inspecting the same and making other observations as Buyer deems reasonably necessary. Buyer agrees to indemnify and hold Seller harmless from all injury, death or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid. Buyer shall not interfere with existing tenants, if any, and shall not disclose this pending sale, and shall provide advance notice of any visit to the Property so as to allow Seller to attend such visit and answer any questions pertaining to the Property. The foregoing indemnity shall survive the termination or cancellation of the Purchase Agreement.

(ii) On or before the end of the Inspection Period, Buyer shall have determined that it can use the Property for its current uses ("Current Uses") and Buyer's uses without being in violation of any zoning classification, land use classification, environmental requirement, county inspection, or any other use classification or Buildings classification or requirement established by any entity or authority having legal jurisdiction or authority over the Property. Therefore, Seller must resolve any and all outstanding permit, inspection and/or license disputes with the appropriate city and/or county agency currently affecting the property prior to closing.

(iii) On or before the end of the Inspection Period, Buyer shall have determined that all utilities are available on site, through valid and adequate public or private easements for Current Uses; provided that in the case of private easements, they are appurtenant to the Property, or on the Property's side of abutting streets of size and capacity sufficient to serve the Current Uses. If any utility is deemed to be unavailable on site after an inspection, Seller shall cure this defect prior to closing, or Buyer will pay for such service with funds escrowed by Seller at closing as outlined in Section X below.

(iv) On or before the end of the Inspection Period, Buyer shall have determined that none of the encumbrances set forth in the Commitment, defined below (the "Permitted Encumbrances") interfere with the Current Uses.

(v) On or before the end of the Inspection Period, Buyer shall have approved of any environmental audits and inspections obtained by Buyer.

(vi) On or before the Closing Date, Seller shall have delivered to Buyer, if needed, tenant estoppel certificates executed by the tenants under the Leases, if any (“Estoppel Certificates”), and Subordination, Nondisturbance and Attornment Agreement executed by the tenants under the Leases, if any (“SNDA”).

(vii) All of Seller’s warranties and representations contained in Section VIII below shall be true and correct as of the Closing Date.

(c) In the event any of the contingencies contained in Section IV (b) have not been satisfied or waived by Buyer prior to the end of the Inspection Period or the Closing Date, as applicable with respect to each contingency, then Buyer shall have the option of terminating this Agreement by written notice to Seller given on or before the end of the applicable contingency period. If Buyer gives notice of termination, the parties will have no other obligations under this Agreement (except Buyer’s inspection indemnity under Sections IV(b) (i) and V (a) and the Deposit shall be delivered to Buyer by the Escrow Agent). With respect to any of the above contingencies, if Buyer fails to so notify Seller in writing by the respective applicable date that it is terminating the Agreement based on the contingency, Buyer shall be deemed to have waived the contingency.

SECTION V: ENVIRONMENTAL AUDITS AND SURVEY

(a) Environmental Audits. To the extent in Seller’s possession, Seller shall provide Buyer with a copy of the most recent Phase I Environmental Assessment and any other environmental assessments and/or inspections conducted on the Property. Buyer shall also have the right to do non-invasive environmental audits and/or soil tests as long as Buyer pays for all of such related costs and promptly delivers copies of any reports obtained by Buyer to Seller. Buyer agrees to indemnify and hold Seller and all tenants of the Property, if any, harmless from all mechanic’s liens liability and other damages, costs and expenses arising from Buyer’s doing such additional environmental audits and/or soil tests. The foregoing indemnity shall survive the termination and/or cancellation of this Purchase Agreement. If the Phase I Environmental Site Assessment recommends a Phase II, Buyer may extend the Inspection Period through a written request to Seller, solely for such Phase II review and approval, for an additional thirty (30) days.

(b) Survey. Seller shall provide Buyer with a copy of the most recent survey of the Land. Buyer, if it so determines as necessary, shall, at its cost, have the existing survey recertified and delivered to Buyer (the “Recertified Survey”). If Buyer chooses to have any additional survey work done, it shall be at Buyer’s sole expense.

(c) Minnesota Pollution Control Agency (MPCA) reports. To the extent in Seller’s possession, or known by Seller to be in the possession of others, Seller shall provide Buyer with a copy of all underground storage tank records from the MPCA. If the MPCA reports reveal that underground storage tanks held on the property have been improperly removed and/or treated according to MPCA regulations, or county inspections, Seller agrees to address this matter and resolve it with the MPCA and/or county prior to closing.

SECTION VI: TITLE EVIDENCE

(a) Once Buyer has approved or waived the contingencies described in Section IV above, Buyer shall order a commitment for an Owner’s Policy of Title Insurance for the Land issued by a Title Company of its choice in the amount of the Purchase Price (the “Commitment”). Buyer shall pay at closing the premium for the actual title insurance policy, if any, to be purchased by Buyer. The Commitment shall

bear a date subsequent to the date hereof, shall include legible copies of all documents, maps, or plats set forth therein as affecting the Property.

(b) Within thirty (30) calendar days after receipt of the later of the Recertified Survey and Commitment, Buyer shall deliver to Seller a written statement containing any objection Buyer has to title. If such statement is not delivered within the thirty (30) calendar day period, title shall be deemed approved by Buyer. If such statement is so delivered, Seller shall use commercially reasonable efforts to cure or remove all such objections prior to closing, excluding objections to the Permitted Encumbrances which are hereby deemed approved. If any objection is not cured or removed within thirty (30) business days of the receipt by Seller of the aforesaid written statement containing the objections of Buyer to title, Buyer shall have the option to either (i) terminate this Agreement whereupon the parties will have no other obligations under this Agreement (except Buyer's inspection indemnity under Sections IV(b)(i)) and V (a) and the Deposit shall be delivered to Buyer by the Title Company, or (ii) waive its objections and proceed to Closing without a reduction in the Purchase Price and such matters objected to shall thereafter be considered Permitted Encumbrances, subject to Buyer's right to deduct from the Purchase Price amounts expended by Buyer to satisfy liens or mortgages that encumber the Property securing a definite amount. If Buyer does not terminate this Agreement pursuant to option (i) before the end of the referenced Thirty (30) calendar day period, it shall be deemed to have elected option (ii).

SECTION VII: ITEMS IN STORAGE

Seller has the right to store items in the basement that are currently stored in the basement, and may do so at Seller's own risk, for a period of _____ months after the date of closing.

SECTION VIII: REPRESENTATIONS

Seller represents to Buyer that the following:

- (a) To the best of Seller's knowledge, the documents supplied to Buyer pursuant to Section IV(a) hereof are complete and materially correct and Seller agrees to duly supplement such documents with any new information obtained by Seller between the date the Work Product is delivered and Closing.
- (b) Seller has not received any notice and is not aware of any pending action to take by eminent domain or by deed in lieu thereof all or any portion of the Property.
- (c) Seller is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code stating, in a form complying with the Federal tax law.
- (d) Seller has the full right, power and authority to enter into this Agreement and to carry out the terms and provisions hereof including, but not limited to, compliance with all appropriate procedures to authorize the execution and delivery of this Agreement.
- (e) To the best of Seller's knowledge, and except as set forth in any environmental information delivered by Seller to Buyer or obtained by Buyer during its investigation of the Property, the Property has not been used for the disposal of, storage of, or generation of any hazardous substances contrary to applicable law.
- (f) To the best of Seller's knowledge, there exist no recorded or unrecorded options to purchase the Property in favor of third parties or the tenants under the Leases, if any, and no unrecorded condition, restriction, obligation or agreement exists which shall materially and adversely affect the Property or

Buyer's ability to use the Property for the Current Uses and Seller is unaware of any default under the tenant leases, if any, that is not set forth in the rent roll attached as Exhibit C (the "Rent Roll").

(g) Seller is unaware of any pending proceeding or action which would result in the termination of the current access to the Property from any presently existing streets and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining or situated on the Property.

(h) There is no litigation at law or in equity involving the Property, and Seller is not aware of any proceedings of any administrative or regulatory authority pending or threatened against the Seller or affecting the Property.

(i) Seller is not aware of any outstanding citations or notices of violations of any statutes, ordinances or regulations of any kind, with respect to the Property.

(j) Seller owns the Personal Property free and clear of all encumbrances.

(k) Other than contained in the special assessment search obtained or to be obtained by Buyer from the Title Company, Seller has received no written notice of actual or threatened special assessments or reassessments of the Property, except the notice of special assessments for road improvements.

(l) Seller has received no notice of actual or threatened cancellation or suspension of any certificates of occupancy for any portion of the Property.

(m) Seller represents, warrants and covenants that the Buildings on the Property, but the various mechanical, electrical, plumbing systems in the Property are fully operational and in good working condition with no malfunctions or defects in operations or equipment.

The use of the phrase "to the best of Seller's knowledge", "Seller is not aware" and phrases of similar effect to qualify these representations is intended to indicate that no matter how information has come to the Seller's attention that has given it current, actual knowledge that the statements made are untrue. Except as expressly set forth herein, the Seller has conducted no investigation of any factual matters set forth herein, and has not independently verified information obtained from third parties.

SECTION X: 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 liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Any and all issues of damage shall be the sole responsibilities of Seller. Seller shall execute no contracts, leases or other agreements regarding the Property following the end of the Inspection Period that are not terminable on or before the Closing Date without the prior written consent of Buyer, which consent may not be unreasonably withheld by Buyer.

SECTION XI: CLOSING

The consummation of this transaction (the “Closing”) shall take place in the office of Ferdinand F. Peters, Esq. Law Firm, Lakes & Plains Office Building, 842 Raymond Avenue, Suite 200, St. Paul, MN 55114 or at the Buyer’s title company on or before ninety (90) days after the end of the Inspection Period (the “Closing Date”), unless the parties mutually agree in writing to extend the time to close beyond ninety (90) days. Possession of the Property shall be deemed to have been given by Seller to Buyer coincident with the closing. The following procedure shall govern the closing:

(a) On or before the Closing Date, Seller shall deliver to the Title Company or Buyer the following:

- (i) a General Warranty Deed, properly executed and acknowledged along with a standard form of Seller’s Affidavit (the “Deed”) which shall be in recordable form and shall convey good and marketable record title to the Property using the legal description set forth in the Commitment;
- (ii) any applicable abstracts of title in Seller’s control or possession;
- (iii) a Bill of Sale for the Personal Property;
- (iv) Assignments of all Seller’s interest in and the Leases and Other Agreements and the original copies of the Leases and Other Agreements (if in Seller’s possession or otherwise fully executed copies thereof);
- (v) a well certificate as may be required by applicable law or in the event it is not required, a certification in the deed that there are no wells on the Property;
- (vi) an assignment of the Warranties;
- (vii) any other documentation reasonably requested by the Title Company in order to confirm the authority of the Seller to consummate this transaction or to permit the Title Company to issue to Buyer, upon completion of the closing, its Owner’s Title Insurance Policy in an amount equal to the Purchase Price;
- (viii) such funds as may be required by Seller to pay closing costs or charges shall be paid from Seller’s closing proceeds;
- (ix) a copy of the current Certificate of Occupancy; and
- (x) keys to the Property in Seller’s possession, properly labeled.

(b) On or before the Closing Date Buyer shall deliver to Seller or the Title Company the following:

- (i) the balance of the Purchase Price, less any amounts for which Buyer is to receive a credit;
- (ii) such additional funds as may be required of Buyer to pay closing costs or charges properly allocable to Buyer.

(c) After the Title Company has received the closing statement fully executed by Seller and Buyer, the Title Company shall:

- (i) record the Deed instructing the Recorder's Office to return the same to Buyer;
- (ii) record any other instruments executed by the parties, or either of them, which are contemplated by this Agreement to be placed of record, instructing the Recorder's Office to return the same to the beneficiary thereof;
- (iii) issue to Buyer its Title Policy;
- (iv) charge Buyer for the recording cost of the Deed and charge to Buyer the cost of any purchased title policy;
- (v) charge Seller for the cost of the closing fee, recording any documents clearing title to the Property, any abstracting costs and the cost of the title insurance commitment for Buyer;
- (vi) charge Seller for the full cost of any deed transfer, revenue or similar tax with respect to the sale of the Property;
- (vii) pro-rate all real estate taxes and installments of special assessments due and payable in 2008 between the parties based on the calendar year as of the Closing Date, provided Seller shall pay all real estate taxes and installments of special assessments and any deferred special assessments, and all deferred real estate taxes, including, but not limited to, those referred to in Minnesota Statutes Section 273.11 (the so-called "Green Acres recapture"), catch-up or adjustment in future taxes due as a result of the Property having been classified under any designation authorized by law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which existed on or before execution of the Agreement, due and payable in all years prior to the year of Closing and up to the Closing Date. Buyer shall pay all real estate taxes and special assessments due and payable on and following the Closing Date. Buyer shall assume all special assessments and installments thereof assessed against the Property subsequent to the Closing Date.
- (viii) pro-rate all revenues and expenses, in connection with the operation of the Property (unless specifically otherwise allocated herein), between the parties based on the calendar year as of Closing Date with the Seller receiving the income and paying the expenses on the Closing Date, all delinquent rents existing as of closing, if any, which are collected by Buyer after the Closing shall be forwarded to Seller by Buyer upon collection except that all collected tenant rentals shall first be applied against current rents, and provided that Seller and Buyer shall equitably reconcile all taxes, insurance and common area expenses paid by tenants of the Property as of the Closing Date, provided that upon reconciliation of all the taxes, insurance and common area expenses by Buyer for the calendar year of Closing, if it is determined that the tenants are owed money, Seller shall reimburse the tenants for the proportionate share of taxes, insurance and common area expenses collected prior to the Closing Date and Buyer shall pay reimburse the tenants for the proportionate share of taxes, insurance and common area expenses collected after the Closing Date.
- (ix) all bills for services, labor, materials, capital improvements or other Charges of any kind or nature rendered to Seller or the Property prior to the Closing Date execution date shall be borne by and paid by Seller, provided that Seller shall receive a credit for all prepaid expenses;
- (x) any percentage of rentals and expenses shall be adjusted to the extent known on the Closing Date;

- (xi) prepare closing statements to submit to Seller and Buyer, respectively, indicating deposits, credits and charges (including allocation of current real property taxes) and deliver the same, together with a disbursement of funds, to any appropriate party;
- (xii) charge Seller and credit Buyer for tenant security deposits, if any, including accrued interest if applicable;
- (xiii) each party shall be responsible for its own attorney's fees and costs;
- (xiv) all current leases shall be assigned to the Buyer. Seller shall have the right to lease, by a written lease, from Buyer as landlord, the current office space used by Seller. The new written lease shall be executed and be effective from the date of Closing.

SECTION XI: DEFAULT BY BUYER

In the event the transactions contemplated hereby fail to close as a result of any material default by Buyer of any of the terms of this Agreement, and such failure to perform or breach continues for a period of ten (10) days after Seller notifies Buyer in writing of such event, Seller may, at its option, elect only to terminate this Agreement as provided for by law and retain the Deposit as provided in Section III hereof.

SECTION XII: DEFAULT BY SELLER

If Seller refuses to perform any of its obligations as set forth herein or breaches any of its covenants herein and such failure to perform or breach continues for a period of ten (10) days after Buyer notifies Seller of such event, Buyer may, at its option, elect one the following remedies:

- (a) Notify the Title Company of default by Seller, in which event the Deposit shall be returned to Buyer as provided in Section III hereof and the parties shall have no further obligations under this Agreement except for the Buyers inspection indemnities under Section V and Section VI(a); or
- (b) Enforce specific performance of Seller's obligations hereunder, including specifically the conveyance of the Property in the condition required hereby, provided that any action for specific performance must be commenced within 365 days from the scheduled Closing Date; or
- (c) Cancel this Purchase Agreement.

SECTION XIII: EXPENSE OF ENFORCEMENT

If either party brings an action at law or in equity to enforce or interpret this agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs in addition to any other remedy granted.

SECTION XIV: NOTICE

All notices, demands and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served either by personal delivery or by depositing the same in the United States Mail, addressed to Seller or to Buyer, as the case may be, prepaid and registered or certified mail, return receipt requested, at the following addresses:

To Buyer: Raymond Avenue Cooperative at Hampden, Inc.
d/b/a Hampden Park Co-op
Attn: Karen Gill-Gerbig
928 Raymond Avenue
St. Paul, MN 55114
_____ (phone)

With a Copy to
Buyer's Attorney: Ferdinand Peters
Lakes & Plains Office Buildings, Suite 200
842 Raymond Avenue
St. Paul, MN 55114
(651) 647-6250 (phone)
(651) 251-1183 (fax)

To Seller: The Grand Lodge of Minnesota,
Of the Independent Order of Odd Fellows
Attn: _____
2380 Hampden Avenue
St. Paul, MN 55114
_____ (Phone)

With a Copy to
Seller's Attorney Hugh P. Markley
55 5th Street East, Suite 1250
St. Paul, MN 55101
(651) 227-7784 (phone)

Rejection or refusal to accept or the inability to deliver notice hereunder because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Any party shall have the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change their respective addresses, and each shall have the right to specify as its address any other address within the United; States of America.

SECTION XV: CONDEMNATION

If, prior to the Closing Date, eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive all Earnest Money with interest thereon by giving notice within ten (10) days after Seller's notice. If Buyer does not give the termination notice, then the parties shall proceed to Closing, and Seller shall assign all rights to Buyer to appear in and receive any award from such proceedings.

SECTION XVI: DAMAGE OCCURRING PRIOR TO CLOSING

If prior to the Closing Date more than ten (10) percent of the value of the Property should be destroyed by fire or any other cause, or any part thereof shall be taken by eminent domain, Buyer shall have the option of canceling this Agreement. The option must be exercised in writing and delivered to Seller within the earlier of (a) 10 days following a written request by Seller as to whether Buyer intends to exercise this option, or (b) the Closing

Date. If Buyer elects to cancel this Agreement in accordance with its option, the Agreement shall thereafter be of no further force and effect and the Deposit shall be promptly returned to Buyer by the Title Company. If Buyer does not exercise its option to terminate, the Purchase Price will not be reduced, and Seller shall assign the proceeds of the insurance (and pay the amount of any deductible) or eminent domain proceeds to Buyer at Closing.

SECTION XVII: MERGER/BINDING AGREEMENT

All previous negotiations and understandings between Seller and Buyer or their respective agents and employees with respect to the transactions set forth herein are merged in this Agreement which alone fully and completely expresses the parties' rights, duties and obligations. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

SECTION XVIII: EFFECTIVE DATE

The Effective Date of this Agreement shall be the date that the last party to do so executes the Agreement and delivers a fully executed copy to the other party.

SECTION XIX: GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the State of Minnesota and for all purposes shall be governed and construed in accordance with the laws of said State.

SECTION XX: ASSIGNMENT; NO MARKETING

A. This Purchase Agreement may be assigned by Buyer on the Closing Date to an affiliate of Buyer without the prior written consent of Seller, provided no such assignment shall relieve Buyer of its obligations hereunder and no such assignment shall be effective until a fully executed copy thereof is delivered to the Seller and the Title Company.

B. Seller agrees that following the Effective Date of this Agreement it will not market the Property to other potential Buyers so long as Buyer is not in default under this Agreement.

SECTION XXI: TAX DEFERRED EXCHANGE

Either party may elect to use the Property as part of an exchange for/with other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, or a reverse exchange in accordance with Revenue Procedure 2000-37, as amended, or any other applicable IRC provision or Tax Regulation extending a safe harbor for a tax deferral of gain on sale or disposition of property. To the extent possible, the provisions of this Section XXIII shall be interpreted consistently with this intent. To exercise any rights under this Section XXIII, the party seeking to consummate the exchange shall provide the other party with a written statement stating its intent to enter into an exchange at least five (5) business days prior to closing, or if inconvenient, at closing, and if the latter, the recipient waives this prior notice requirement. Such party's election to exchange the Property for/with other real estate of a like kind shall be at no cost or liability to the other party and shall not extend any time periods set forth herein or change any obligations, and shall include such indemnities as the other party may reasonably require. In no event shall Buyer be required to take title to any property other than the Property or accept a deed from any party other than Seller.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed these presents intending to be bound by the provisions herein contained.

SELLER:

The Grand Lodge of Minnesota
Of the Independent Order of Odd Fellows

BUYER:

Raymond Avenue Cooperative at Hampden, Inc.

By: _____

Its: _____

Date: _____, 2008

By: _____

Its: _____

Date: _____, 2008

EXHIBIT A
LEGAL DESCRIPTIONS

EXHIBIT B
PERSONAL PROPERTY

EXHIBIT C
RENT ROLL