

SIXTH AMENDMENT TO EARNEST MONEY CONTRACT

This Sixth Amendment to Earnest Money Contract (this “**Amendment**”) is made and entered into effective as of February 10th, 2025 (the “**Amendment Effective Date**”) by and between ALLSTATE BK REAL ESTATE HOLDINGS, LTD., a Texas limited partnership (“**Seller**”) and HOSANNAH, INC., a Minnesota corporation, or permitted assignee (“**Purchaser**”).

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Earnest Money Contract with an effective date of November 29, 2023, First Amendment to Earnest Money Contract with an effective date of December 20, 2023, Second Amendment to Earnest Money Contract with an effective date of January 15, 2024, Third Amendment to Earnest Money Contract with an effective date of February 16, 2024, Fourth Amendment to Earnest Money Contract with an effective date of March 22, 2024 and Fifth Amendment to Earnest Money Contract with an effective date of May 14, 2024 (collectively, the “**Contract**”), for the purchase of that certain real property (the “**Property**”) located in Ramsey County, Minnesota as more particularly described in the Contract; and

WHEREAS, the Feasibility Period under the Contract, as amended, has expired;

WHEREAS, the City of St. Paul (the “**City**”), by its Amended Abatement Order of October 23, 2024 (the “**Order**”), has determined that the building located on the Property is a nuisance and ordered the building located on the Property to be razed and removed within 15 days of October 23, 2024 (Attached as Exhibit A);

WHEREAS, the City has delayed enforcement of the Order to allow Seller and Purchaser to reach an agreement regarding the sale of the Property and to secure the Parties’ commitment to certain temporary construction and security measures referred to by the City as the Nuisance Abatement Plan, and

WHEREAS, Seller and Purchaser intend to complete the sale of the Property and comply with the Nuisance Abatement Plan with the ultimate goal of obtaining relief from the City to rescind or suspend the Order of October 23, 2024 and avoid the demolition of the building located on the Property; and

WHEREAS, Seller and Purchaser now desire to amend the Contract as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the parties agree to the following:

1. Amendments. Seller and Purchaser hereby agree that:
 - (i) the Total Purchase Price is THREE HUNDRED THOUSAND AND 00/100THS DOLLARS (\$300,000.00);
 - (ii) the Closing Date will be on or before 30 days from the date the City approves the transfer of the Property contemplated herein according to the terms of the Nuisance Abatement Plan;
 - (iii) the Purchaser will reimburse Seller at Closing for 50% of the cost of the Nuisance Abatement Plan required by the City with respect to the Property, to wit:
 1. installation of black vinyl-coated fence along the southern border of the parcel, at least a 20-foot setback from the northern side of the structure and along the parcel boundaries to the east and west extending to at least the 20-foot setback established for the fencing on the north;
 2. installation of alarm system, including cameras; and
 3. installation of non-motion detector lighting system for parcel;

4. Any additional items imposed by the City, provided that the total cost the Nuisance Abatement Plan shall not exceed Fifty Thousand and no/100 Dollars (\$50,000.00) and
5. Any incidental items or costs incurred in connection with the above listed items, provided that the incidental items or costs do not represent a material increase in total cost of the Nuisance Abatement Plan.

(iv) The Parties agree to split equally the cost of the cost of the environmental assessment work performed by Purchaser's environmental consultant/engineer, by Seller reimbursing Purchaser for one-half (1/2) of the cost at Closing.

(v) if the City fails to approve of the sale of the Property and compliance with the Nuisance Abatement Plan or orders the Property to be razed, removed or destroyed, either by written communication or at a hearing on this matter within 30 days of the Amendment Effective Date, then this Amendment is null and void, and of no further force and effect.

(vi) If the City withdraws the stay of its Order and/or proceeds with ordering the building on the Property to be razed, removed or destroyed at the owner's expense, notwithstanding Purchaser's compliance with all the material terms of the Order, then Seller shall be responsible for the cost such razing, removal, or destruction and shall defend, indemnify and hold Purchaser harmless for the cost of the same, and this condition shall survive Closing.

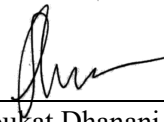
2. Miscellaneous. Except as herein modified, all other terms and conditions of the Contract as heretofore amended shall remain in full force and effect. In the event of a conflict between the terms of the Contract and this Amendment, this Amendment shall control for all purposes. All capitalized terms and phrases herein contained and not otherwise defined in this Amendment shall have the same meaning as ascribed to in the Contract. This Amendment may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement. This Amendment may contain facsimile or electronic transmittal signatures which shall be deemed genuine original signatures for all purposes.

EXECUTED by Seller and Purchaser to be effective as of the Amendment Effective Date.

SELLER:

ALLSTATE BK REAL ESTATE HOLDINGS, LTD.,
a Texas limited partnership

By: National BK GP, Inc.,
a Texas corporation,
its general partner

By: 
Shoukat Dhanani, President

PURCHASER:

HOSANNAH, INC.,
a Minnesota corporation

By: _____
Hye Young Shin, CEO/Owner