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A 355330

Certified, Filed and or Recorded on  
FEB. 26, 2008 AT 12:04PM

Signed: CK  
MARILYN J NOVAK -S V I  
BENTON COUNTY MINNESOTA  
MARILYN J NOVAK  
COUNTY RECORDER  
Fee Amount: \$46.00

**SECOND AMENDMENT TO  
CONTRACT FOR DEED**

**THIS SECOND AMENDMENT TO CONTRACT FOR DEED** ("Second Amendment") is made and entered into effective as of April 1, 2007 ("Effective Date") by and between **East Central Energy**, a Minnesota cooperative corporation ("Seller"), and **The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota**, a Minnesota municipal corporation ("Purchaser").

**RECITALS**

A. Seller and Purchaser entered into a Contract for Deed dated September 12, 2001, and recorded on November 29, 2001, as Document No. 280380 with the Benton County Recorder's Office and amended by an Amendment to Contract for Deed dated January 16, 2004, and recorded January 22, 2004, as Document No. 310586 with the Benton County Recorder's Office (collectively the "Contract for Deed") regarding certain real property located in Benton County, Minnesota.

B. The parties desire to amend the interest rate of the Contract for Deed, and to modify the list of encumbrances on the Property (as that term is defined Contract for Deed).

For good and valuable consideration, Seller and Purchaser agree as follows:

1. Notwithstanding Section 4(c) of the Contract for Deed, beginning as of January 16, 2004, the Contract for Deed shall bear interest on the outstanding principal balance at the rate of seven percent (7%) per annum.

2. That Section 4(b)(ii) is hereby amended to reference "...Paragraph 10 of the Loan Agreement" instead of Paragraph 9.

3. The parties hereby agree that the outstanding balance owed on said Contract for Deed as of April 1, 2007, is \$3,147,593.89, consisting of the unpaid principal amount of \$2,423,045.62 plus accrued interest to April 1, 2007, of \$724,548.27.

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4600 CK# 55519  
Rinke Noonan  
St. Cloud  
K. Rinke

4. Paragraph 2(e) shall be amended to add the following:

- (vii) Drainage and Utility Easements in favor of the City of St. Cloud, dated December 11, 2006, and recorded January 31, 2008, as Document Number A 354766.
- (viii) Drainage and Utility Easements in favor of the City of St. Cloud, dated December 11, 2006, and recorded January 31, 2008, as Document Number A 354765.
- (ix) Roadway, Drainage and Utility Easements in favor of the City of St. Cloud, dated December 11, 2006, and recorded January 31, 2008, as Document Number A 354764.

5. Except as expressly modified herein, all of the other terms and provisions contained in the Contract for Deed shall continue in full force and effect. Further, the parties specifically agree that Seller shall retain all of its rights and remedies as set forth in Section 16B of the Contract for Deed, along with its other rights and remedies set forth in said Contract for Deed, and that the execution of this Second Amendment to Contract for Deed shall not be deemed, nor shall it constitute, a waiver of any of such rights or remedies. No waiver of Seller's rights and remedies under said Contract for Deed shall be binding unless executed in writing by the Seller.

6. For the convenience of the parties, this Second Amendment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

The undersigned have executed this Second Amendment as of the Effective Date.

*[Signature pages to follow]*

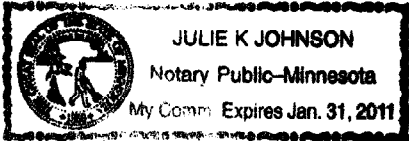


EAST CENTRAL ENERGY, SELLER

By Garry Bye  
Garry Bye  
Its President/CEO

STATE OF MINNESOTA            )  
  ) SS  
COUNTY OF Isanti            )

On this 19~~th~~ day of December, 2007, before me, a Notary Public within and for said County, personally appeared Garry Bye, the President/CEO of East Central Energy, a Minnesota Cooperative Corporation, on behalf of the Corporation, Seller, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Julie K. Johnson  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**  
RINKE-NOONAN (HAM)  
1015 West St. Germain Street  
P.O. Box 1497  
St. Cloud, MN 56302  
6385.222