

COUNTER OFFER/ADDENDUM Loan # 7600127654

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



1904 West Grand Parkway North, S  
Katy, TX 77449

PID 1076019 ADDENDUM TO CONTRACT OF SALE

This addendum ("Addendum") is to be made a part of the Contract of Sale (the "Contract of Sale") dated 9.12, 2016, between Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust and Carl Berger (Buyer(s) for the property (including the land and any improvements thereon located at 1457E 3RD ST, SAINT PAUL, MN 55106 (Property)

1. Buyer(s) and Seller both recognize this addendum as part of the Contract of Sale. In the event any provisions of this addendum conflict in whole or in part with the terms of the contract of sale or any prior addendum or amendment thereto (collectively, the "Contract"), the provisions of this addendum shall control and supersedes the Contract of Sale. The effective date ("Effective Date") of the Contract shall be the date of this Addendum to Contract of Sale.

2. This Contract is subject to Seller's approval and mortgage insurance company beneficiary, if any and final acceptance of the Contract of Sale is subject to Seller's committee approval.

3. Title to the property shall be conveyed by Special Warranty Deed, Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor.

4. Sale Price is: \$ 97,700 with \$ 2000 in earnest money. If earnest money has not been deposited with the Seller's closing agent or Title Company by 9:00 am local time on the third (3rd) business day after executing this Contract, the Contract shall be rendered null and void. In a Buyer directed state, earnest money funds shall be deposited and held by the Seller's Closing Agent.

5. CLOSING. This transaction **SHALL CLOSE ON OR BEFORE** October 21, 2016 (the "Closing Date"). TIME IS OF THE ESSENCE. In the event this sale does not close by the scheduled Closing Date, through no fault of the Seller, the contract is null and void; provided, however, the Seller may, at its option further extend the contact in which case the Buyer(s) shall pay a per diem penalty charge equal to \$100.00 per day until closing at which time the penalty will be credited to Seller; provided, however, if the closing does not occur, the Seller shall keep such penalty as liquidated damages, and the Seller shall have no further obligation.

6. FINANCING.  
 If this Contract is a cash transaction, then verification of funds to close shall be provided with this Contract of Sale. Earnest money is nonrefundable seven (7) days from the Effective Date. Should Buyer seek financing, this Contract of Sale will be deemed null and void unless an amendment or additional addendum is approved by Seller.

If this Contract is a mortgage financing transaction, then the Buyer(s) are to apply for mortgage financing within five (5) business days of the Seller's execution of this Contract of Sale. Buyer is to furnish the Seller a copy of binding written loan commitment from Buyer(s)' lender within thirty (30) days from the Effective Date. Buyer(s) assert that financing type is : \_\_\_\_\_.

To the extent there is an appraisal contingency, it shall expire twenty (20) days from the Effective Date.

7. CONCESSIONS

Seller agrees to pay an amount up to but not exceeding \$ 0 toward Buyer's recurring and nonrecurring closing costs,

Seller will pay an amount up to but not exceeding \$ 0 for any home warranty plans.

Seller will pay an amount up to but not exceeding \$ 0 for termite remediation. (For California Assets - termite remediation is defined as only Section 1 repairs)

Seller agrees to pay an amount up to but not to exceed \$ 0 toward any contract repairs or any lender required repairs.

Seller will not provide Buyer(s) with a survey. If required by the Buyer(s)' Lender, cost of survey shall be an expense of the Buyer(s).

In the event Buyer(s) fees and expenses are less than the amount stated above, Buyer will NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Buyer(s) regarding this transaction.

All inspections and remediation from inspections (including but not limited to roof, septic, well, termite, and/or survey) are to be at Buyer(s)' expense unless specifically negotiated under other provisions.

(Addendum to Contract of Sale - page 1 of 5)

Buyer's Initials [Signature] Date 9/26/16  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

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**8. INSPECTIONS**

Within ten (10) calendar days from the Effective Date, the Buyer(s) shall inspect the property or obtain for its own use, benefit and reliance, inspections, and/or reports on the condition of the property, or be deemed to have waived such inspection and any objections to the condition of the property and to have accepted the property. The Buyer(s) shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Buyer(s) shall provide reasonable notice to Seller prior to any such inspection. Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer(s), but not later than ten (10) calendar days from the Effective Date, whichever first occurs, the Buyer(s) will provide written notice to the Seller of any items disapproved. The Buyer's silence shall be deemed as acceptance of the condition of the Property. All inspections and remediation from inspections (including but not limited to roof, septic, well, termite, and/or survey) are to be at Buyer's expense unless specifically negotiated under other provisions.

**9. TITLE**

This transaction shall be closed through a title company or attorney. The Seller shall have the sole choice to select the escrow/closing services as well as the settlement locations. Both Seller and Buyer(s) agree to pay their respective title/escrow/closing costs per local customary practice. If the Property is in a Buyer directed state, the Buyer(s) has the option of using the Seller's title company. IF THE BUYER(S) CHOOSES TO USE THE SELLER'S TITLE COMPANY, SELLER WILL PAY FOR THE OWNERS TITLE POLICY. IN A BUYER DIRECTED STATE, IF BUYER(S) ELECTS TO USE HIS/HER OWN TITLE/CLOSING AGENT, THE TITLE POLICY COST WILL BE AT THE EXPENSE OF THE BUYER(S) AND ANY SELLER CONCESSIONS SHALL NOT BE USED FOR THIS EXPENSE WITH THE EXCEPTION OF CALIFORNIA. IN CALIFORNIA THE BUYER'S ACT WILL CONTROL.

If Buyer(s) raises any objections to the quality of Seller's title, and title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Contract shall remain in full force and Buyer(s) shall perform pursuant to the terms set forth herein. If affirmative coverage is not obtainable, Seller shall have a minimum of thirty (30) days from the earlier of the Closing Date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters then the Buyer(s) (a) may take title in its then state, thereby waiving any title objections, or (b) terminate the contract and receive a refund of any deposit as Buyer(s) sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer(s) deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.

If the Property is located in a post foreclosure redemption period, then Buyer(s) has been advised and understands that the Property is foreclosed property and is in a redemption period. Buyer(s) is advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Buyer(s) agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Buyer(s) by reason of or arising out of the redemption or the owner taking possession of the Property.

10. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Seller shall not provide a bill of sale for any personal property located on the premises.

11. All prorations, including but not limited to, any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by Seller post closing. Special assessments will be prorated up to the Closing Date regardless if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to the Closing Date and shall be assumed and paid by Buyer(s) from the Closing Date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the Closing Date.

Buyer's Initials CB Date 9/26/16  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

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**(Addendum to Contract of Sale - page 2 of 5)**

**12. CORPORATE DISCLOSURES**

This Contract is subject to acquisition of the Property by Seller. If Seller has not obtained the recorded foreclosure deed on or before the Closing Date, Seller, has the sole discretion to either extend the contract or terminate the contract and return all earnest money to Buyer(s) upon termination. If Seller elects to extend this Contract of Sale, Seller shall have 30 days to resolve any outstanding deed issues. If Seller does not obtain the recorded foreclosure deed within the 30 day period, either Buyer(s) or Seller has the option to immediately terminate this Contract of Sale, with no further obligation, and all earnest money will be returned to Buyer(s). Buyer(s) agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Buyer(s) by reason of or arising out of the redemption of the property and/or the owner taking possession of the Property and obtaining the recorded foreclosure deed.

Seller acquired the Property either as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure, acquisition, or otherwise Accordingly, Seller is not familiar with the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Seller may not have knowledge of any material facts or defects impacting the property. Buyer(s) acknowledges that neither the Seller nor any other person acting on its behalf has made any representation regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Buyer(s) for Buyer(s)' information only but no representation or warranty shall be made as to the accuracy or completeness of such Inspection Report and in no event shall this be deemed to be a part of the Contract of Sale.

Neither Seller nor any person acting as Seller's representative has occupied the Property and no party represents or warrants that the Property conforms to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer(s) acknowledges that Buyer(s) has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Buyer(s) will rely solely on its own inspection and review to evaluate the condition of the Property. Buyer(s) acknowledges that it is Buyer(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, alterations and additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Buyer(s) may be concerned.

In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. Buyer(s) understands, acknowledges, and agrees that neither Seller nor any person acting as Seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the Property. The Property is being conveyed to Buyer(s) in "AS IS/ WHERE IS" condition and "with all faults." It is the right and responsibility of the Buyer(s) to inspect the property and Buyer(s) must satisfy himself/herself as to the condition of the property. If Buyer(s) fail to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between the Seller and Buyer(s) as set forth herein. SELLER WILL NOT BE PERMITTED TO COMMENCE ANY REPAIRS PRIOR TO CLOSING.

Buyer(s) shall execute at closing a Waiver and Release Regarding Property Condition. Seller, Seller's agents and Buyer(s) shall, if the Property was built prior to 1978, execute a LEAD BASED PAINT Disclosure Addendum to Contract of Sale, a form of which shall be provided by Seller's representative. By signing this addendum, if applicable, the Buyer(s) acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."

Buyer(s) hereby acknowledges that Seller shall not be providing Buyer(s) with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer(s) hereby waives any requirement that Seller furnish Buyer(s) with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

13. Seller does not agree to provide building permits. It is Buyer(s)' responsibility to confirm building and safety compliance on the Property during the inspection period.

14. Buyer(s) shall take title subject to all existing municipal code and/or ordinance violations, and any lawsuits pending for enforcement thereof.

Buyer's Initials CB Date 9/26/14  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

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15. Buyer(s) agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Buyer(s) or any other persons that may arise from Inspections, repairs, replacements. Buyer(s) shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspections, repairs, replacements or any other work performed in or upon the premises by Buyer or its agents, employees, contractors or assigns. In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive property of the Seller, and Seller shall have no liability to Buyer(s) or any third party for any such material or work completed.

16. Occupancy of the Property shall NOT be permitted prior to closing and funding.

17. Buyer(s) acknowledge that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer(s) acknowledges that the Seller may consider all offers regarding purchase, regardless of the date of receipt of the offer and that Seller may accept or reject any offer at its sole discretion. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Buyer(s).

18. Buyer(s) expressly waives the (a)remedy of specific performance, in the event of Seller's default, under this Agreement, (b) Buyer(s) agrees to forgo to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (c) Buyer(s) waives the right to invoke any other equitable remedy that may be available, that, if invoked, would prevent the Seller from conveying the Property to a third party buyer, (d) Buyer(s) waives any claims or losses relating to environmental conditions affecting the property, including but not limited to, mold, lead paint, fuel, oil, allergens or any other toxic substances of any kind, and (e) Buyer(s) waives any claim or losses arising from encroachments, easements and/or shortages which would have been disclosed or revealed to the Buyer(s) by a survey or inspection of the Property or by a search of the public records. In the event that the Buyer(s), files a claim in direct contradiction to the waivers agreed to above, or contemplated here, Buyer(s) shall reimburse Seller for all reasonable attorney fees and costs incurred by Seller in defending such action, if Seller prevails.

19. Any other provision of the Contract notwithstanding, the undersigned, Buyer(s) and Seller, agree that the earnest money shall be non-refundable to Buyer(s) for any reason other than Seller's failure to convey title to the property under the terms of the Contract, and/or Buyer(s) termination prior to the expiration of any contingency period or failure to obtain a loan. Upon Buyer(s) default, the title company shall pay the earnest money to Seller within three (3) business days. Title Company is authorized to rely on written notice from Seller and need not obtain any consent or authorization from Buyer(s) before paying the earnest money to Seller.

Buyer(s) shall install new locks on the Property immediately after closing, and Buyer(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Buyer(s) failure to install new locks on the Property.

20. Buyer(s) acknowledges that the terms and condition of the Contract of Sale shall not survive the closing.

21. Additional Provisions:

Seller to pay for all liens and  
incumbrances associated with the  
property including vacant building fee  
igd \$2025 as required by the city of  
St. Paul.  
Buyer to take title as Carl Berger

BUYER:  
Print Name: CARL BERGER  
Date: 9-26-16

BUYER:  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

(Addendum to Contract of Sale - page 4 of 5)

Buyer's Initials [Signature] Date 9/16/16  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

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SELLER: Rushmore Loan Management Services LLC by Dakota Asset Services, LLC, It's manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

(Addendum to Contract of Sale - page 5 of 5)

Buyer's Initials **CB** Date **9/28/2016**  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_



**PURCHASE AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 9/12/16  
2. Page 1 of 11

3. BUYER (S): Carl Berger

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. Two Thousand Dollars (\$ 2,000.00 )

7. shall be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: 1457 3rd Street E

13. City of Saint Paul, County of Ramsey

14. State of Minnesota, legally described as  
15. **EAST VIEW ADDITION LOT 11 BLOCK 1**

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; radon mitigation system; sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:  
29. As seen on September 12, 2016

30. \_\_\_\_\_

31. Notwithstanding the foregoing, leased fixtures are not included.

32. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

33. \_\_\_\_\_

34. \_\_\_\_\_

35. Seller has agreed to sell the Property to Buyer for the sum of (\$ 94,900.00 )

36. Ninety-Four Thousand Nine Hundred Dollars,

37. which Buyer agrees to pay in the following manner:

38. 1. **CASH** of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

40. 2. **FINANCING** of \_\_\_\_\_ percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

42. Such financing shall be: (Check one.)  a first mortgage;  a contract for deed; or  a first mortgage with subordinate financing, as described in the attached Addendum:

44.  **Conventional**  **FHA**  **DVA**  **Assumption**  **Contract for Deed.**  
(Check one.)

45. The date of closing shall be On/Before September 28th, 20 16.



PURCHASE AGREEMENT

46. Page 2 Date 9/12/14

47. Property located at 1457 3rd Street E Saint Paul MN 55106

48. SALE OF BUYER'S PROPERTY CONTINGENCY: (Check one.)

49. [ ] 1. This Purchase Agreement is subject to an Addendum to Purchase Agreement: Sale of Buyer's Property
50. Contingency for the sale of Buyer's property. (If checked, see attached Addendum.)

51. OR

52. [ ] 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
53. \_\_\_\_\_, which is scheduled to close on

54. \_\_\_\_\_, 20 \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's
55. property does not close, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
56. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
57. here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary
58. in any financing addendum made a part of this Purchase Agreement, if applicable.

59. OR

60. [X] 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
61. and closing on any other property.

62. This Purchase Agreement [ ] IS [X] IS NOT subject to cancellation of a previously written purchase agreement
63. dated \_\_\_\_\_, 20 \_\_\_\_\_. (If answer is IS, said cancellation shall be obtained no later than

64. \_\_\_\_\_, 20 \_\_\_\_\_. If said cancellation is not obtained by said date, this Purchase Agreement
65. is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation
66. and directing all earnest money paid here to be refunded to Buyer.)

67. Buyer has been made aware of the availability of Property inspections. Buyer [X] Elects [ ] Declines to have a
68. Property inspection performed at Buyer's expense. (Check one.)

69. INSPECTION CONTINGENCY: This Purchase Agreement [X] IS [ ] IS NOT subject to an Addendum to Purchase
70. Agreement: Inspection Contingency. (If answer is IS, see attached Addendum.) (Check one.)

71. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

72. [X] Warranty Deed, [ ] Personal Representative's Deed, [ ] Contract for Deed, [ ] Trustee's Deed, or

73. [ ] Other: \_\_\_\_\_ Deed joined in by spouse, if any, conveying marketable title, subject to

- 74. (a) building and zoning laws, ordinances, and state and federal regulations;
75. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
76. (c) reservation of any mineral rights by the State of Minnesota;
77. (d) utility and drainage easements which do not interfere with existing improvements;
78. (e) rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_

79. \_\_\_\_\_; and

80. (f) others (must be specified in writing): \_\_\_\_\_

81. \_\_\_\_\_

82. REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
83. including all penalties and interest.

84. Buyer shall pay [X] PRORATED FROM DAY OF CLOSING [ ] \_\_\_\_\_ 12ths OF [ ] ALL [ ] NO real estate taxes due
85. and payable in the year 20 \_\_\_\_\_ (Check one.)

86. Seller shall pay [X] PRORATED TO DAY OF CLOSING [ ] \_\_\_\_\_ 12ths OF [ ] ALL [ ] NO real estate taxes due and

87. payable in the year 20 \_\_\_\_\_. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted

88. to the new closing date. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller

89. [X] SHALL [ ] SHALL NOT pay the difference between the homestead and non-homestead. (Check one.)



**PURCHASE AGREEMENT**

90. Page 3 Date 9/12/14

- 91. Property located at 1457 3rd Street E Saint Paul MN 55106
- 92. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
- 93. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.
- 94. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
- 95.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green  
(Check one.)
- 96. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- 97.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON  
(Check one.)
- 98. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
- 99. payable in the year of closing.
- 100.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as  
(Check one.)
- 101. of the date of this Purchase Agreement.
- 102.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
(Check one.)
- 103. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
- 104. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
- 105. or less, as required by Buyer's lender.)
- 106. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 107. which is not otherwise here provided.
- 108. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
(Check one.)
- 109. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
- 110. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
- 111. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
- 112. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
- 113. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
- 114. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
- 115. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
- 116. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
- 117. directing all earnest money paid here to be refunded to Buyer.
- 118. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
- 119.  IMMEDIATELY AFTER CLOSING; or
- 120.  OTHER: \_\_\_\_\_
- 121. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
- 122. by possession date.
- 123. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
- 124. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
- 125. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
- 126. Agreement.
- 127. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
- 128. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 129. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 130. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
- 131. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
- 132. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
- 133. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
- 134. assisting Seller, upon cancellation of this Purchase Agreement; and
- 135. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
- 136. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
- 137. title opinion at Buyer's selection and cost and provide a copy to Seller.





## PURCHASE AGREEMENT

138. Page 4 Date 9/12/14

139. Property located at 1457 3rd Street E Saint Paul MN 55106
140. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs  
 141. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the  
 142. following:
143. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to  
 144. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to  
 145. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such  
 146. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or  
 147. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either  
 148. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*  
 149. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to  
 150. Buyer.
151. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
 152. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller  
 153. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as  
 154. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines  
 155. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
156. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
 157. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with  
 158. construction, alteration, or repair of any structure on, or improvement to, the Property.
159. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
 160. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
 161. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
 162. such notices received by Seller shall be provided to Buyer immediately.
163. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided  
 164. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
 165. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
166. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or  
 167. inspections agreed to here.
168. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of  
 169. closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If  
 170. the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled,  
 171. at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase  
 172. Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation  
 173. and directing all earnest money paid here to be refunded to Buyer.
174. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
175. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
 176. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
 177. ending at 11:59 P.M. on the last day.
178. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
 179. stated elsewhere by the parties in writing.
180. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the  
 181. listing broker's trust account:
182. (a) at or upon the successful closing of the Property;  
 183. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*  
 184. *Agreement* executed by both Buyer and Seller;  
 185. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or  
 186. (d) upon receipt of a court order.



**PURCHASE AGREEMENT**

187. Page 5 Date 9/12/14

188. Property located at 1457 3rd Street E Saint Paul MN 55106

189. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
 190. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
 191. shall affirm the same by a written cancellation agreement.

192. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions  
 193. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any  
 194. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may  
 195. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase  
 196. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN  
 197. Statute 559.217, Subd. 4.

198. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
 199. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
 200. performance, such action must be commenced within six (6) months after such right of action arises.

201. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
 202. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained  
 203. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota  
 204. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
 205. [www.corr.state.mn.us](http://www.corr.state.mn.us).

206. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**  
 207. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**  
 208. **THIS PURCHASE AGREEMENT.**

209. BUYER HAS RECEIVED A: (Check any that apply.)  DISCLOSURE STATEMENT: SELLER'S PROPERTY  
 210. DISCLOSURE STATEMENT OR A  DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.

211. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or  
 212. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if  
 213. any.

214. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

215. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY  
 216. AND ITS CONTENTS.

217. (Check appropriate boxes.)

218. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

219. CITY SEWER  YES  NO / CITY WATER  YES  NO

220. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

221. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
 -----(Check one.)-----

222. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*  
 223. *Statement: Subsurface Sewage Treatment System*.)

224. **PRIVATE WELL**

225. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.  
 -----(Check one.)-----

226. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)

227. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
 -----(Check one.)-----

228. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

229. (If answer is **IS**, see attached *Addendum*.)

230. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
 231. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**  
 232. **TREATMENT SYSTEM.**



PURCHASE AGREEMENT

233. Page 6 Date 9/12/16

234. Property located at 1457 3rd Street E Saint Paul MN 55106

235. HOME PROTECTION/WARRANTY PLAN: Buyer and Seller are advised to investigate the various home protection/warranty plans available for purchase. Different home protection/warranty plans have different coverage options, exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)

238. [ ] A Home Protection/Warranty Plan will be obtained by [ ] BUYER [ ] SELLER and paid for by (Check one.)

239. [ ] BUYER [ ] SELLER to be issued by \_\_\_\_\_ at a cost (Check one.)

240. not to exceed \$ \_\_\_\_\_

241. [X] No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect to purchase a Home Protection/Warranty Plan.

243. NOTICE

244. Lisa J Proechel (Licensee) is [X] Seller's Agent [ ] Buyer's Agent [ ] Dual Agent [ ] Facilitator. (Check one.)

245. Keller Williams Integrity RE (Real Estate Company Name)

246. Ivy Xaba (Licensee) is [ ] Seller's Agent [X] Buyer's Agent [ ] Dual Agent [ ] Facilitator. (Check one.)

247. Keller Williams Integrity Realty (Real Estate Company Name)

248. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

249. DUAL AGENCY REPRESENTATION

250. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

251. [ ] Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 252-268.

252. [ ] Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 253-268.

253. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that

- 258. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
261. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
262. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

264. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.

266. Seller \_\_\_\_\_ Buyer Carl Berger

267. Seller \_\_\_\_\_ Buyer 09/12/2016 11:36:47 AM CDT

268. Date \_\_\_\_\_ Date 09/12/2016

269. CLOSING COSTS: Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.



**PURCHASE AGREEMENT**

271. Page 7 Date 9/12/16

272. Property located at 1457 3rd Street E Saint Paul MN 55106

273. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives  
274. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in  
275. the transaction at the time these documents are provided to Buyer and Seller.

276. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
277. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
278. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
279. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

280. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
281. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
282. the closing and delivery of the deed.

283. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
284. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
285. identification numbers or Social Security numbers.

286. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
287. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
288. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**  
289. **party whether the transaction is exempt from FIRPTA withholding requirements.**

290. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall  
291. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
292. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
293. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and  
294. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
295. Agreement.

296. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
297. transaction constitute valid, binding signatures.

298. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
299. must be delivered.

300. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
301. for deed.

302. **OTHER:**  
303. \_\_\_\_\_  
304. \_\_\_\_\_  
305. \_\_\_\_\_  
306. \_\_\_\_\_  
307. \_\_\_\_\_  
308. \_\_\_\_\_  
309. \_\_\_\_\_

310. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.  
311. **Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).**  
312. **NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should**  
313. **not be part of the page numbering.**



PURCHASE AGREEMENT

314. Page 8 Date 9/12/16

315. Property located at 1457 3rd Street E Saint Paul MN 55106

316. I, the owner of the Property, accept this Purchase Agreement and authorize the listing broker to withdraw said Property from the market, unless instructed otherwise in writing.
317.
318.
319.
320. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the Property for the price and on the terms and conditions set forth above
I have reviewed all pages of this Purchase Agreement.

321. [X] If checked, this Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer.
322.

323. FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [ ] IS [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 276-289.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.
324.
325.
326.
327.
328.
329.



330. X [Signature] (Seller's Signature) (Date)

X [Authenticated Signature: Carl Berger] (Buyer's Signature) 09/12/2016 (Date)

331. X Owner of record (Seller's Printed Name)

X Carl Berger (Buyer's Printed Name)

332. X (Marital Status)

X (Marital Status)

333. X (Seller's Signature) (Date)

X (Buyer's Signature) (Date)

334. X (Seller's Printed Name)

X (Buyer's Printed Name)

335. X (Marital Status)

X (Marital Status)

336. FINAL ACCEPTANCE DATE: The Final Acceptance Date
337. is the date on which the fully executed Purchase Agreement is delivered.

338. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
339. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

340. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.
341.
342.
343. SELLER(S) BUYER(S) [Authenticated Signature: Carl Berger]
344. SELLER(S) BUYER(S)



**ADDENDUM TO PURCHASE AGREEMENT:  
INSPECTION CONTINGENCY**

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1. Date 9/12/16  
2. Page 9

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining  
4. to the purchase and sale of the Property at 1457 3rd Street E  
5. Saint Paul MN 55106

6. This Purchase Agreement is contingent upon any inspection(s) of the Property obtained by Buyer to determine its  
7. condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement.

8. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer  
9. as to the qualifications of the inspector(s) or tester(s).**

10. For purposes of this form, "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the  
11. Property from its original condition or otherwise damages the Property.

12. Seller  DOES  DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s).  
(Check one.)

13. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's  
14. intrusive testing at Buyer's sole expense.

15. Seller will provide access to attic(s) and crawlspace(s).

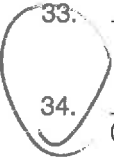
16. **For the purposes of this Addendum, "Calendar Days" shall end at 11:59 p.m., and include Saturdays, Sundays,  
17. and state and federal holidays.**

18. All inspection(s), test(s), and resulting negotiations, if any, shall be done within 5 Calendar Days of Final  
19. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based  
20. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of  
21. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,  
22. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
23. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before  
24. the end of the Inspection Period, then this Contingency shall be deemed removed and this Purchase Agreement shall  
25. be in full force and effect.

26. Seller, or licensee representing or assisting Seller,  **SHALL**  **SHALL NOT** have the right to continue to offer  
27. the Property for sale until this Contingency is removed.  
(Check one.)

28. **OTHER:**

29. \_\_\_\_\_  
30. \_\_\_\_\_  
31. \_\_\_\_\_  
32. \_\_\_\_\_  
33. \_\_\_\_\_



34. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) **Authentisign Carl Berger** 09/12/2016  
(Buyer) **Carl Berger** (Date)

35. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

36. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
37. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



ADDENDUM TO PURCHASE AGREEMENT  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS

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1. Date 9/12/14  
2. Page 10

3. Addendum to Purchase Agreement between parties, dated 9/12/14,  
4. pertaining to the purchase and sale of the property at 1457 3rd Street E  
5. Saint Paul, MN 55106

6. Section I: Lead Warning Statement

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of  
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
10. learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also  
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's  
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible  
14. lead-based paint hazards is recommended prior to purchase.

15. Seller's Disclosure (initial)

- 16.  (a) Presence of lead-based paint and/or lead-based paint hazards.  
17. (Check one below.)
- 18.  Known lead-based paint and/or lead-based paint hazards are present in the housing  
19. (explain):  
20. \_\_\_\_\_
- 21.  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 22.  (b) Records and reports available to the seller.  
23. (Check one below.)
- 24.  Seller has provided Buyer with all available records and reports pertaining to lead-based paint  
25. and/or lead-based paint hazards in the housing (list documents below):  
26. \_\_\_\_\_
- 27.  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards  
28. in the housing.

29. Buyer's Acknowledgment (initial)

- 30.  (c) Buyer has received copies of all information listed under (b) above.
- 31.  (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- 32.  (e) Buyer has (check one below):
- 33.  Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment  
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,  
35. see Section II on page 2); or
- 36.  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-  
37. based paint and/or lead-based paint hazards.



ADDENDUM TO PURCHASE AGREEMENT  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS

38. Page   //  

39. Property located at   1457 3rd Street E     Saint Paul, MN 55106  

40. Real Estate Licensee's Acknowledgement *(initial)*

41.   LP   (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware  
42. of licensee's responsibility to ensure compliance.

43. Certification of Accuracy

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information  
45. provided by the signatory is true and accurate.

46. \_\_\_\_\_  
(Seller) (Date)

Authentication  
  Carl Berger   09/12/2016  
(Buyer)   Carl Berger CDR   (Date)

47. \_\_\_\_\_  
(Seller) (Date)

\_\_\_\_\_  
(Buyer) (Date)

48.   Lisa J Froechel    
(Real Estate Licensee)   Lisa J Froechel   (Date)

Authentication  
  Ivy Taba   09/12/2016  
(Real Estate Licensee)   Ivy Taba   (Date)

49. **Section II: Contingency** *(Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)*
50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
51. shall be completed within  ten (10)  \_\_\_\_\_ calendar days after Final Acceptance of the Purchase Agreement.
52. *(Check one.)*
53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or assisting Seller of the waiver or removal, in writing, within the time specified.



**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

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1. Date Sept 29, 2016
2. Page 1 of 5 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 1457 E 3RD ST  
6. City of St Paul, County of Ramsey, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes  
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the  
9. prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the  
10. following two options. Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or  
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or  
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1)  **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that  
15. discloses material information relating to the real property that has been prepared by a qualified third party.  
16. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or  
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice  
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the  
19. written report.

20. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information  
21. that is included in a written report, or material facts known by Seller that are not included in the  
22. report.

23. The inspection report was prepared by City of St Paul

24. \_\_\_\_\_  
25. and dated Jan 29, 2016.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included  
27. in the above referenced inspection report.

28. \_\_\_\_\_  
29. \_\_\_\_\_  
30. \_\_\_\_\_  
31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above  
32. referenced inspection report.

33. \_\_\_\_\_  
34. \_\_\_\_\_  
35. \_\_\_\_\_  
36. 2)  **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller  
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under  
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller  
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any  
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is  
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could  
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the  
44. property that occur, other than those disclosure requirements created by any other law.

45. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or  
46. abridge any obligation for Seller disclosure created by any other law.

DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at 1457 E 3RD ST ST PAUL MN 55106

49. OTHER REQUIRED DISCLOSURES:

50. NOTE: In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also  
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.  
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities  
53. that are not listed below.

54. A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system  
55. disclosure is required by MN Statute 11S.55.) (Check appropriate box.)

56. Seller certifies that Seller  DOES  DOES NOT know of a subsurface sewage treatment system on or serving  
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see  
58. Disclosure Statement: Subsurface Sewage Treatment System.)

59.  There is a subsurface sewage treatment system on or serving the above-described real property.  
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)

61.  There is an abandoned subsurface sewage treatment system on the above-described real property.  
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)

63. B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)  
64. (Check appropriate box.)

65.  Seller certifies that Seller does not know of any wells on the above-described real property.

66.  Seller certifies there are one or more wells located on the above-described real property.  
67. (See Disclosure Statement: Well.)

68. Are there any wells serving the above-described property that are not located on the property?  Yes  No  
69. To your knowledge, is the property in a Special Well Construction Area?  Yes  No

70. Comments: \_\_\_\_\_  
71. \_\_\_\_\_

72. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 18)

73. There  IS  IS NOT an exclusion from market value for home improvements on this property. Any valuation  
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes  
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax  
76. consequences.

77. Additional comments: \_\_\_\_\_  
78. \_\_\_\_\_

79. D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code  
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,  
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall  
84. survive the closing of any transaction involving the property described here.

85. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the  
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In  
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.  
88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring  
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal  
90. Revenue Code.

91. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility  
92. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding  
93. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to  
94. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES

95. Page 3

96. Property located at 1457 E 3rd St - St Paul, MN 55106

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

99.  Seller is not aware of any methamphetamine production that has occurred on the property.

100.  Seller is aware that methamphetamine production has occurred on the property.  
101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL  
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having  
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily  
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to  
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.  
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading  
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any  
112. information on radon test results of the dwelling.

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
114. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and  
115. can be found at [www.health.state.mn.us/divs/eiv/indoorair/radon/mrealestateweb.pdf](http://www.health.state.mn.us/divs/eiv/indoorair/radon/mrealestateweb.pdf).

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts  
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN  
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by  
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the  
120. purchase or transfer of the real property.

121. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual  
122. knowledge.

123. (a) Radon test(s)  HAVE  HAVE NOT occurred on the property.  
(Check one.)

124. (b) Describe any known radon concentrations, mitigation, or remediation. NOTE: Seller shall attach the most  
125. current records and reports pertaining to radon concentration within the dwelling:  
126. \_\_\_\_\_  
127. \_\_\_\_\_  
128. \_\_\_\_\_

129. (c) There  IS  IS NOT a radon mitigation system currently installed on the property.  
(Check one.)

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system  
131. description and documentation.  
132. \_\_\_\_\_  
133. \_\_\_\_\_  
134. \_\_\_\_\_

135. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone  
136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are  
137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES

139. Page 4

140. Property located at 1457 E 3RD ST ST PAUL MN 55106

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many  
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the  
147. home.

148. Examples of exterior moisture sources may be

- 149. • Improper flashing around windows and doors,
- 150. • Improper grading,
- 151. • flooding,
- 152. • roof leaks.

153. Examples of interior moisture sources may be

- 154. • plumbing leaks,
- 155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 156. • overflow from tubs, sinks, or toilets,
- 157. • firewood stored indoors,
- 158. • humidifier use,
- 159. • inadequate venting of kitchen and bath humidity,
- 160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 161. • line-drying laundry indoors,
- 162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result  
164. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the property.  
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.  
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,  
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you  
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth; you may want to consider having  
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your  
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the  
173. property.

174. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
175. offender registry and persons registered with the predatory offender registry under MN Statute 243.166  
176. may be obtained by contacting the local law enforcement offices in the community where the property is  
177. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections  
178. web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES

179. Page 5

180. Property located at 1457 E 3RD ST ST Paul MN 55106

181. **K. SELLER'S STATEMENT:**

182. *(To be signed at time of listing.)*

183. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
184. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the  
185. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a  
186. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a  
187. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is  
188. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must  
189. provide a copy to the prospective buyer.

190. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party  
191. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware  
192. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of  
193. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*  
194. *Disclosure Statement* form.  
195. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose  
196. and will NOT disclose any new or changed information regarding facts.  
197. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection  
198. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required  
199. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*  
200. *Disclosure* form.

201.

(Seller)

(Date)

(Seller)

(Date)

202. **L. BUYER'S ACKNOWLEDGEMENT:**

203. *(To be signed at time of purchase agreement.)*

204. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to  
205. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have  
206. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of  
207. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute  
208. for any inspections or warranties the party(ies) may wish to obtain.

209. The information disclosed is given to the best of the Seller's knowledge.

210.

(Buyer)

(Date)

(Buyer)

(Date)

211.

212.

**LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE  
NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**





## DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Page 1

2.

### ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use  
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing  
5. to binding arbitration, **you give up your right to go to court.** By signing the RESIDENTIAL REAL PROPERTY  
6. ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) on page two (2), you agree to binding arbitration under the  
7. Residential Real Property Arbitration System (“Arbitration System”) administered by National Center for Dispute Settlement  
8. (“NCDS”) and endorsed by the Minnesota Association of REALTORS® (“MNAR”). The ARBITRATION AGREEMENT is  
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.  
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still be  
11. valid whether or not you sign the ARBITRATION AGREEMENT.**

12. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It  
13. is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS  
14. and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of  
15. NCDS.

16. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding  
17. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims  
18. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under  
19. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to  
20. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that  
21. regulates the real estate profession, about licensee compliance with state law.

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more  
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed  
24. in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive  
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The  
26. right to appeal an arbitrator’s award is very limited compared to the right to appeal a court decision.

27. **A request for arbitration must be filed within 24 months of the date of the closing on the property or  
28. else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month  
29. limitation period provided herein.**

30. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with  
31. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator  
32. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request  
33. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,  
34. architecture, engineering, construction or other related fields.

35. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days  
36. in advance. A party may be represented by a lawyer at the hearing, at the party’s own expense, if he or she gives five  
37. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or  
38. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must  
39. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the  
40. parties’ agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying  
41. an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

42. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general  
43. overview of the Arbitration System rules.** For specific information regarding the administrative fee, please see the  
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling  
45. (800) 777-8119 or (866) 727-8119 or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions  
46. about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.



**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**  
47. Page 2

48. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**  
49. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

50. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

51. For the property located at 1457 3rd Street E

52. City of Saint Paul, County of Ramsey, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or  
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*  
55. dated \_\_\_\_\_, 20\_\_\_\_\_, including claims of fraud, misrepresentation, warranty and  
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service  
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®  
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the  
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This  
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is  
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to  
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a  
63. broker shall bind the broker and all licensees of that broker.

64.

\_\_\_\_\_  
(Seller's Signature) (Date)

Authentisign  
**Carl Berger** 09/12/2016  
\_\_\_\_\_  
(Buyer's Signature) (Date)  
9/12/2016 11:50:08 AM CDT

65. \_\_\_\_\_  
(Seller's Printed Name)

**Carl Berger**  
\_\_\_\_\_  
(Buyer's Printed Name)

66. \_\_\_\_\_  
(Seller's Signature) (Date)

\_\_\_\_\_  
(Buyer's Signature) (Date)

67. \_\_\_\_\_  
(Seller's Printed Name)

\_\_\_\_\_  
(Buyer's Printed Name)

68. Lisa Proechel 9/26/16  
(Licensee Representing or Assisting Seller) (Date)  
**Lisa J Proechel**

Ivy Xaba 9/26/16  
(Licensee Representing or Assisting Buyer) (Date)  
**Ivy Xaba**

69. **Keller Williams Integrity RE**  
(Company Name)

**Keller Williams Integrity Realty**  
(Company Name)

70. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**  
71. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

0009538

11-24

Office AU #

1270(B)

# CASHIER'S CHECK

0953803857

Remitter: HOUSE OF DREAMS PROPERTIES LLC  
Operator I.D.: u450342 main1719

September 26, 2016

PAY TO THE ORDER OF **\*\*\*SERVICELINK\*\*\***

**\*\*\*Two thousand dollars and no cents\*\*\***

**\*\*\$2,000.00\*\***

Payee Address:

File #: FILE #3364073

WELLS FARGO BANK, N.A.  
3390 PILOT KNOB RD  
EAGAN, MN 55121  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 2,000.00

*Richard Levy*  
CONTROLLER

⑈0953803857⑈ ⑆121000248⑆4861 511814⑈

Security Features Included. Details on Back.





Date: September 12 2016

To: WHOM IT MAY CONCERN

Regarding Customer:  
CARL L BERGER  
20601 EASTVIEW AVE  
FARMINGTON MN 55024

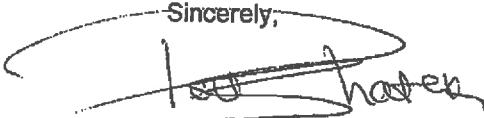
To Whom It May Concern:

This letter is verification that the customer named above has an account with Wells Fargo. This account number ending in ~8545, was opened 09/04/2014 and has a current balance of \$156,349.23.

If you need deposit information, refer to the customer named above. The account holder can provide deposit information from their monthly statements.

If you have any questions please call us at 1-800-TO-WELLS (1-800-869-3557). Phone Bankers are available to assist you 24 hours a day, 7 days a week.

Sincerely,



Trish Shatek  
Business Banking Specialist  
Wells Fargo Bank, N.A. | 3390 Pilot Knob Rd | Eagan, MN 55121  
Tel: 651-205-6764 | Fax: 651-205-8045 | Mac: N9111-011  
patricia.c.shatek@wellsfargo.com

To: Lisa Proechel [ lisaproechel@kw.com ]  
From: Brad Currie [ bcurrie@dakotaas.com ]  
Date: September 20, 2016  
Subject: 1457E 3RD ST, SAINT PAUL, MN 55106

PID 1076019

LOAN # 7600127654

Date 9/29/16

Agents are required to initial each line and confirm the following. Please submit this page with the contract of sale.

ADDENDUM TO CONTRACT CHECKLIST AND ORDER OF DOCUMENTS WHEN UPLOADING

UP

Seller Addendum to Contract of Sale. Confirm buyer(s) have initialed all changes on the Addendum at the bottom of each page.

*see pg 8 of  
line 321*

UP

Purchase & Sale Agreement. Include verbiage "Seller Addendum to Contract of Sale is hereby a part of Contract". Seller does not convey personal property, do not include Bills of Sale.

UP

Required addendums to Purchase & Sale Agreement/Disclosures. Complete forms prior to submission. Confirm all required disclosures are signed by the buyer(s) and submitted with contract. With respect to properties located in California, the buyer(s) must sign the addendum stating the buyer(s) have the right to choose the escrow and title insurer.

UP

Copy of earnest money check or wire deposit receipt.

X

Proof of Funds. Proof of funds must include a bank statement on cash purchases. Statement must be dated within 30 days of contract and include balance, date, and name of the account holder which must be the same as on the contract of sale.

X

Pre-approval letter. Pre-approval and/or pre-qualification letters must be dated within 45 days of the contract of sale. Include the approved loan amount and statement confirming the lender has reviewed the buyer(s)' credit report, income and assets.

UP

LLC/Article of Incorporation/Trustee Docs (if applicable). Buyer(s) who are buying in the name of a LLC, business or other entity name must include the articles of formation.

UP

Dakota Checklist

**NOTE: If any pages to the contract or addendum to contract of sale are not legible, Seller reserves the right to reject and return the contract. If returned for correction, please make corrections and upload the ENTIRE package**