## ADDENDUM "A" TO 11/13/18 PURCHASE AGREEMENT

WHEREAS, Neil B. Christopherson ("Seller") and Shannon Holland ("Buyer") have entered into a real estate purchase agreement ("PA") dated 12/16/18 for the sale and purchase of the property located at 667 Ohio Street, Saint Paul, Minnesota ("Property"), into which this Addendum is incorporated and shall become part of and fully enforceable as if contained wholly therein regardless of whether the PA specifically references this Addendum,

WHEREAS, the Property requires extensive repairs and refurbishment before the City of Saint Paul ("City") will allow it to be transferred and conveyed to any buyer,

WHEREAS, Buyer stands ready and willing to expend the necessary funds to repair and refurbish the Property for the purpose of gaining approval of the City for the conveyance to be completed,

WHEREAS, before Buyer expends any funds on the Property to gain City approval he requires some guarantee that he will be able to recoup all funds expended in the event the PA is not consummated and the Property is not conveyed,

WHEREAS, Seller is agreeable to grant to Buyer the right to assert a lien against the Property for all sums expended by Buyer to repair and refurbish the Property to gain City approval, and the right to foreclose said lien in the event the Property is not conveyed to Buyer, and

WHEREAS, in an effort to ensure the sale is closed and the Property sold to Buyer, Seller and Buyer agree as follows:

1. That Buyer shall have a lien against the Property located at 667 Ohio Street, Saint Paul, County of Ramsey, State of Minnesota, and legally described as follows:

## Lot 2, Block 16

- 2. That said lien shall be for an amount equal to all of Buyer's expenditures in rehabilitation, repair and refurbishment of the Property for the purpose of meeting all City requirements and gaining City approval for the Property to be conveyed to Buyer.
- 3. That Buyer shall have until July 1, 2019 to serve and record a mechanic's lien statement that includes all information required by Minn. Stat. Ch. 514, notwithstanding any provisions of the Minnesota Statutes to the contrary.
- 4. That Buyer shall commence any lien foreclosure action no later than September 2, 2019 notwithstanding any provisions or time deadlines set forth in the Minnesota Statutes to the contrary.
- 5. That Buyer's lien shall include all expenses and costs allowed to be collected under Minn. Stat. Ch. 514, including but not limited to attorney fees and court costs,

notwithstanding any provisions of the Minnesota Statutes to the contrary, in the event of foreclosure pursuant to the terms hereof.

- 6. That Buyer's rights in the lien and ability to foreclose shall remain in full force and effect regardless of the owner of the Property.
- 7. That Seller shall not sell the Property to any other parties without notifying them of Holland's lien rights pursuant hereto, notwithstanding any provisions of the Minnesota Statutes to the contrary.
- 8. That Seller shall also be personally obligated to repay to Buyer all amounts Buyer could assert and claim by lien pursuant hereto in the event Buyer does not recover some or any portion of same through a lien foreclosure action or otherwise.
- 9. That Seller knowingly, voluntarily and intelligently waives any and all Notice requirements, including prelien notice, required by Minn. Stat. Ch. 514 as a prerequisite of asserting and/or foreclosing any lien contemplated hereunder.

The parties, by their signatures below, acknowledge having read and understood this Addendum agreement, acknowledge having had the opportunity to consult independent legal counsel prior to signing, and agree to be bound by the above terms and conditions.

Dated: 12-16-18

Meal B. Christopherson, Seller

Dated: 12-16-18

Shannon Holland, Buyer