



**AMENDMENT TO COMMERCIAL PURCHASE AGREEMENT**

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- 1. Date September 17th, 2020
- 2. Page 1

3. The undersigned parties to a Purchase Agreement, dated \_\_\_\_\_  
 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
 5. 678 Snelling Ave S Saint Paul MN 55116

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. **Financing Contingency – Buyer perform of Buyer’s obligations under this Purchase Agreement is contingent upon Buyer securing the following financing:**

8. **If Buyer is unable to secure the financing on before the Date of Closing, this Purchase Agreement is canceled and the earnest money shall be refunded to Buyer.**

9. **Within ten (10) business days after the Final Acceptance Date, Buyer will apply for and attempt to secure, at Buyer’s expense, a conventional mortgage in at least the amount stated in the Purchase Agreement upon terms reasonably satisfactory to Buyer.**

10. **2. Paragraph 7 of the Seller’s Counteroffer to Purchase Agreement/Seller’s Addendum is amended and restated in its entirety as follows:**

11. **“Buyer has agreed that Seller has no responsibility for the items identified on the Code Compliance Notice from the City of St. Paul dated May 27, 2020, attached hereto as Exhibit No. 1 and incorporated by reference detailing a number of items requiring correction prior to the issuance of a Certificate of Occupancy. Buyer shall undertake to complete all said items and any other items necessary to satisfy the City and allow the issuance of a Certificate of Occupancy to the extent necessary for Buyer’s use of the Property.”**

12. **3. Other Changes – The individual changes marked on the pages of the Commercial Purchase Agreement and Addendums are incorporated into this Addendum.**

13. All other terms and conditions of the Purchase Agreement to remain the same.

14. **SELLER**

14. **BUYER**

15. \_\_\_\_\_  
(Business Entity or Individual Name)

15. Gene Geleglu  
(Business Entity or Individual Name)

16. By: \_\_\_\_\_  
(Seller)

16. By:   
(Buyer) 09/17/2020 3:53:00 PM CDT

17. Its: \_\_\_\_\_  
(Title)

17. Its: \_\_\_\_\_  
(Title)

18. \_\_\_\_\_  
(Date)

18. 09/17/2020  
(Date)

19. **SELLER**

19. **BUYER**

20. \_\_\_\_\_  
(Business Entity or Individual Name)

20. \_\_\_\_\_  
(Business Entity or Individual Name)

21. By: \_\_\_\_\_  
(Seller)

21. By: \_\_\_\_\_  
(Buyer)

22. Its: \_\_\_\_\_  
(Title)

22. Its: \_\_\_\_\_  
(Title)

23. \_\_\_\_\_  
(Date)

23. \_\_\_\_\_  
(Date)

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



COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date August 31st 2020

2. BUYER(S) is/are: African Economic Development Solutions/Little Africa, (Check one.)

3. [ ] Individual(s); OR [X] a business entity organized under the laws of the State of

4. SELLER(S) is/are: SG NATIONAL LLC, (Check one.)

5. [ ] Individual(s); OR [X] a business entity organized under the laws of the State of Delaware

6. Buyer's earnest money in the amount of

7. Five Thousand Dollars

8. (\$ 5,000.00 ) shall be delivered no later than two (2) Business Days after

9. Final Acceptance Date to be deposited in the trust account of: (Check one.)

10. [X] listing broker; or

11. [ ] (Trustee),

12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.

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

14. 678 Snelling Ave North located in the

15. City/Township of Saint Paul, County of Ramsey

16. State of Minnesota, Zip Code 55116, PID # (s) 10-28-23-33-0105 342923220179

17.

18. and legally described as follows

19. ~~OF LOT 9 AND ALL OF LOT 8~~ Lots 9 and 10, Block 2 of Lindemann Place

20. (collectively the "Property")

21. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement:

22. Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. Three Hundred Thousand Dollars

24.

25. (\$ 300,000.00 ) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:

26. 1. CASH of 30 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

28. 2. FINANCING of 70 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

30. Such financing shall be: (Check one.) [X] a first mortgage; [ ] a contract for deed; or [ ] a first mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement.

32. [X] Conventional/SBA/Other [ ] Contract for Deed. (Check one.)

33. DUE DILIGENCE: This Purchase Agreement [X] IS [ ] IS NOT subject to a due diligence contingency. (If answer is IS, (Check one.)

34. see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

35. CLOSING: The date of closing shall be October 15th 2020

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December 4, 2020



**COMMERCIAL PURCHASE AGREEMENT**36. Page 2 Date August 31st 2020

37. Property located at 678 Snelling Ave North Saint Paul MN 55116.
38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*
39.  **WARRANTY DEED**  **LIMITED WARRANTY DEED**  **CONTRACT FOR DEED**
40.  **OTHER:** \_\_\_\_\_ **DEED** conveying marketable title, subject to:
41. (a) building and zoning laws, ordinances, and state and federal regulations;
42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
44. (d) utility and drainage easements which do not interfere with existing improvements; and
45. (e) others (must be specified in writing): \_\_\_\_\_
46. \_\_\_\_\_
47. **TENANTS/LEASES:** Property  **IS**  **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*  
-----*(Check one.)*-----)
48. *to Commercial Purchase Agreement: Due Diligence*).
49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
51. provided to Seller within \_\_\_\_\_ days of Seller's written request. Said consent
52. shall not be unreasonably withheld.
53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
57. **SPECIAL ASSESSMENTS:**
58.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY**  
-----*(Check one.)*-----
59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.
61.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments  
-----*(Check one.)*-----
62. levied as of the Date of this Purchase Agreement.
63.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as  
-----*(Check one.)*-----
64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. ~~Seller's~~
65. ~~provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments~~
66. ~~or less, as allowed by Buyer's lender.)~~ SEE SELLER'S ADDENDUM.
67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
68. which is not otherwise here provided.
69. As of the Date of this Purchase Agreement, Seller represents that Seller  **HAS**  **HAS NOT** received a notice  
-----*(Check one.)*-----
70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said
78. cancellation and directing all earnest money paid here to be refunded to Buyer. SEE SELLER'S ADDENDUM

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unless this Purchase Agreement is cancelled in which case Seller shall pay such fees.

GG

CHASE AGREEMENT

79. Page 3 Date August 31st 2020

80. Property located at 678 Snelling Ave North Saint Paul MN 55116

81. POSSESSION: Seller shall deliver possession of the Property: (Check one.)

82. [X] IMMEDIATELY AFTER CLOSING; or

83. [ ] OTHER:

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date. SEE SELLER'S ADDENDUM.

86. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of the sale of the Property here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. RISK OF LOSS: If there is any loss or damage to the Property between Date of this Purchase Agreement and the date of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

95. EXAMINATION OF TITLE: Seller shall, at its expense, within 30 days after Final Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy of title insurance from Eagle Creek Title, including levied and pending special

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately above and any matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified here to be delivered pursuant to this Agreement.

103. TITLE CORRECTIONS AND REMEDIES: Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period, Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled closing date, whichever is later.

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128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated  
 129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written  
 130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,  
 131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
 132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither  
 133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by  
 134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept  
 135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase  
 136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice  
 137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and  
 138. to proceed to closing as provided in the immediately preceding sentence.

139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,  
 140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase  
 141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all  
 142. earnest money paid here as liquidated damages.

143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,  
 144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six  
 145. (6) months after such right of action arises.

146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
 147. of Seller's knowledge.

148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened  
 149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to  
 150. closing, Seller will promptly notify Buyer of such proceeding.

151. ~~The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules, regulations,~~  
 152. ~~and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and~~  
 153. ~~operation of the Property. [SEE SELLER'S ADDENDUM]~~

154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished  
 155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any  
 156. structure on, or improvement to, the Property.

157. ~~Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of~~  
 158. ~~any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,~~  
 159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
 160. received by Seller shall be provided to Buyer immediately. [SEE SELLER'S ADDENDUM]

161. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
 162. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
 163. to purchase, rights of first refusal, or other similar rights affecting the Property.

164. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
 165. of closing.

166. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
 167. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of  
 168. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
 169. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on  
 170. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of  
 171. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
 172. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations  
 173. of Seller, and are enforceable in accordance with their terms.

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**COMMERCIAL PURCHASE AGREEMENT**174. Page 5 Date August 31st 2020

175. Property located at 678 Snelling Ave North Saint Paul MN 55116.
176. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
 177. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
 178. breach of any of the above representations and warranties, whether such breach is discovered before or after the  
 179. date of closing.
180. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
 181. and warranties.
182. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
 183. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
 184. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
 185. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
 186. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
 187. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
 188. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
 189. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
 190. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
 191. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
 192. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
 193. the date of closing. [SEE SELLER'S ADDENDUM]
194. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**
195. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
 196. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
 197. ending at 11:59 P.M. on the last day.
198. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
 199. stated elsewhere by the parties in writing.
200. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
 201. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
 202. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.
203. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
 204. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.
205. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
 206. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
 207. performance, such action must be commenced within six (6) months after such right of action arises.
208. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**  
 209. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**  
 210. **DATE OF THIS PURCHASE AGREEMENT.**
211. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**  
 212. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)  
 213.  Seller is not aware of any methamphetamine production that has occurred on the Property.  
 214.  Seller is aware that methamphetamine production has occurred on the Property.  
 215. (See Disclosure Statement: *Methamphetamine Production*.)
216. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
 217. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
 218. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
 219. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
220. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
 221. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may  
 222. be obtained by contacting the local law enforcement offices in the community where the Property is located  
 223. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
 224. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

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227. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.
229. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.
230. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

231. *(Check appropriate boxes.)*

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

233. CITY SEWER  YES  NO / CITY WATER  YES  NO234. **SUBSURFACE SEWAGE TREATMENT SYSTEM**235. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
*(Check one.)*236. THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)238. **PRIVATE WELL**239. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well  
*(Check one.)*240. is located on the Property, see *Disclosure Statement: Well*.)241. To the best of Seller's knowledge, the Property  IS  IS NOT in a Special Well Construction Area.  
*(Check one.)*242. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
*(Check one.)*243. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**244. (If answer is IS, see attached *Addendum*.)

245. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

246. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**

247. **TREATMENT SYSTEM.**

248. There  IS  IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48. \*  
*(Check one.)* \*To the best of Landlord's knowledge.249. (If answer is IS, see *Commercial Disclosure Statement: Storage Tank(s)*.)250. **AGENCY NOTICE**251. Lisa Diehl is  Seller's Agent  Buyer's Agent  Dual Agent.  
*(Licensee)* *(Check one.)*252. Diehl & Partners  
*(Real Estate Company Name)*253. Chuchu Girma is  Seller's Agent  Buyer's Agent  Dual Agent.  
*(Licensee)* *(Check one.)*254. RES Realty  
*(Real Estate Company Name)*

255. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a
256. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
257. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
258. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
259. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
260. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
261. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
262. may not advocate for one party to the detriment of the other.

### COMMERCIAL PURCHASE AGREEMENT

263. Page 7 Date August 31st 2020

264. Property located at 678 Snelling Ave North Saint Paul MN 55116

265. **CONSENT TO DUAL AGENCY**

266. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and

267. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its

268. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this

269. transaction without the consent of both parties. Both parties acknowledge that

270. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will

271. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will

272. be shared;

273. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

274. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the

275. sale.

276. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its

277. salespersons to act as dual agents in this transaction.

278. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)

**BUYER:** African Economic Development Solutions/Little Africa  
(Business Entity or Individual Name)

279. By: \_\_\_\_\_  
(Seller's Signature)

By: Gene Gelgelu  
(Buyer's Signature)

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

Gene Gelgelu  
(Buyer's Printed Name)

281. Its: \_\_\_\_\_  
(Title)

Its: Founder and President and CEO  
(Title)

282. \_\_\_\_\_  
(Date)

08/31/2020  
(Date)

283. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)

**BUYER:** \_\_\_\_\_  
(Business Entity or Individual Name)

284. By: \_\_\_\_\_  
(Seller's Signature)

By: \_\_\_\_\_  
(Buyer's Signature)

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

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

286. Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

287. \_\_\_\_\_  
(Date)

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

288. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and

289. assigns.

290. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the

291. cash outlay at closing or reduce the proceeds from the sale.

292. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code

293. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must

294. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer

295. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

296. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same

297. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive

298. the closing and delivery of the deed.

299. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement

300. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer

301. identification numbers or Social Security numbers.



**COMMERCIAL PURCHASE AGREEMENT**302. Page 8 Date August 31st 2020303. Property located at 678 Snelling Ave North Saint Paul MN 55116.

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

308. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens  
 309. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the  
 310. sale of agricultural land and Buyer is a foreign person.

311. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,

312. SEPTEMBER 30, 2020, and in such event all earnest money shall be returned to Buyer.

313. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
 314. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
 315. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
 316. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
 317. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
 318. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
 319. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
 320. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
 321. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
 322. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
 323. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
 324. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written  
 325. consent. [SEE SELLER'S ADDENDUM]

326. **MUTUAL INDEMNIFICATION:** <sup>EXCEPT AS PROVIDED IN SELLER'S ADDENDUM,</sup> Seller and Buyer agree to indemnify each other against, and hold each other harmless  
 327. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
 328. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
 329. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
 330. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
 331. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
 332. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
 333. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
 334. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
 335. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
 336. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable  
 337. made by such party.

338. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
 339. and all addenda must be fully executed by both parties and a copy must be delivered.

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

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

348. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
 349. contract for deed and be enforceable after the closing.

350. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
 351. (1) of this Purchase Agreement.

MNC:PA-B (8/20)

**COMMERCIAL PURCHASE AGREEMENT**

352. Page 9 Date August 31st 2020

353. Property located at 678 Snelling Ave North Saint Paul MN 55116

354. OTHER:

355.

356.

357. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

358.  If checked, this Purchase Agreement is subject to  
359. attached *Addendum to Commercial Purchase*  
360. *Agreement: Counteroffer.*

361. **FIRPTA:** Seller represents and warrants, under penalty  
362. of perjury, that Seller  IS  IS NOT a foreign person (i.e., a  
363. non-resident alien individual, foreign corporation, foreign  
364. partnership, foreign trust, or foreign estate for purposes  
365. of income taxation. (See lines 292-310.) This representation  
366. and warranty shall survive the closing of the transaction  
367. and the delivery of the deed.

368. **SELLER**

369. \_\_\_\_\_  
(Business Entity or Individual Name)

370. By: \_\_\_\_\_  
(Seller's Signature)

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

372. Its: \_\_\_\_\_  
(Title)

373. \_\_\_\_\_  
(Date)

374. **SELLER**

375. \_\_\_\_\_  
(Business Entity or Individual Name)

376. By: \_\_\_\_\_  
(Seller's Signature)

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

378. Its: \_\_\_\_\_  
(Title)

379. \_\_\_\_\_  
(Date)

**BUYER**

African Economic Development Solutions/Little Africa  
(Business Entity or Individual Name)

By: <sup>Authentisign</sup> Gene Gelgelu  
(Buyer's Signature)

Gene Gelgelu  
(Buyer's Printed Name)

Its: Founder and President and CEO  
(Title)

08/31/2020  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

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

Its: \_\_\_\_\_  
(Title)

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

380. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
381. is the date on which the fully executed Purchase Agreement is delivered.

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

384. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
385. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
386. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
387. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
388. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
389. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**



# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign  
**Gene Gelgelu**

08/31/2020

08/31/2020 6:48:04 PM CDT

(Date)

(Signature)

(Date)

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**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

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1. Date August 31st, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 31st 2020

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at

5. 678 Snelling Ave North Saint Paul MN 55116

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. Seller to pay Diehl and Partners, LLC and RES Realty each 2.71% of the sale price at the time of a successful  
9. closing.

- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.

19. **SELLER**

20. \_\_\_\_\_  
(Business Entity or Individual Name)

21. By: \_\_\_\_\_  
(Seller)

22. Its: \_\_\_\_\_  
(Title)

23. \_\_\_\_\_  
(Date)

24. **SELLER**

25. \_\_\_\_\_  
(Business Entity or Individual Name)

26. By: \_\_\_\_\_  
(Seller)

27. Its: \_\_\_\_\_  
(Title)

28. \_\_\_\_\_  
(Date)

**BUYER**

Gene Geleglu  
(Business Entity or Individual Name)

By: Gene Geleglu  
Authentisign  
08/31/2020 6:48:56 PM CDT

Its: \_\_\_\_\_  
(Title)

08/31/2020  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer)

Its: \_\_\_\_\_  
(Title)

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

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



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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1. Date August 31st, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 31st 2020
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 678 Snelling Ave North Saint Paul MN 55116

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language
7. in this Addendum shall govern.

GG

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

and environmental condition

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this
12. Purchase Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility
14. and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing
21. all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of
24. any disapproved items that Seller has not agreed in writing to correct or remedy.

25. Buyer's Responsibility Regarding Due Diligence: Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was
29. in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. Seller's Responsibility Regarding Due Diligence: Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if
34. any, to provide tenant with proper notice in advance of any Property showing.

35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) Phase I: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
37. obtaining a Phase I environmental site assessment of the Property at [ ] BUYER'S [ ] SELLER'S expense
38. within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within
40. \_\_\_\_\_ days of either:
41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer, or
43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.



except as otherwise provided in this Agreement.

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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44. Page 2

- 45. Property located at 678 Snelling Ave North Saint Paul MN 55116
46. (ii) Phase II: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
47. obtaining a Phase II environmental site assessment of the Property at [ ] BUYER [ ] SELLER
48. expense within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within
50. \_\_\_\_\_ days of either:
51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or
53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.
54. (iii) Other Testing: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
55. obtaining other Intrusive Testing of the Property at [ ] BUYER'S [ ] SELLER'S expense within
56. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
57. Buyer shall provide reasonable approval of the assessment/inspection within
58. \_\_\_\_\_ days of either:
59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or
61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.
62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.
64. Buyer [ ] SHALL [ ] SHALL NOT be required to provide Seller with a copy of any assessment/inspection
65. reports obtained by Buyer.
66. (iv) Seller's Representations on Environmental Concerns: To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:
68. SELLER MAKES NO REPRESENTATIONS. BUYER TO PERFORM DUE DILIGENCE.
69.
70.
71. B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within
72. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
73. (i) This Purchase Agreement [ ] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body of
74. development or subdivision plans, as described below, at [ ] BUYER [ ] SELLER expense. If IS, Seller shall
75. cooperate with Buyer to obtain such approval.
76.
77. (ii) This Purchase Agreement [ ] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body for
78. rezoning or use permits, as described below, at [ ] BUYER [ ] SELLER expense. If IS, Seller shall
79. cooperate with Buyer to obtain such approval.
80.
81.



and environmental

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**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE**

116. Page 4

117. Property located at 678 Snelling Ave North Saint Paul MN 55116

118. **D. BUYER INVESTIGATIONS:** This Purchase Agreement  **IS**  **IS NOT** contingent upon Buyer's investigations  
(Check one.)  
119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and  
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be  
121. completed within 21 days of Final Acceptance Date of this Purchase  
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

**123. SELLER**

**BUYER**

124. \_\_\_\_\_  
(Business Entity or Individual Name)

African Economic Development Solutions/Little Africa  
(Business Entity or Individual Name)

125. By: \_\_\_\_\_  
(Seller)

By: Gene Gelgelu  
EST. 08/31/2020 5:45:07 PM CDT

126. Its: \_\_\_\_\_  
(Title)

Its: Founder and President and CEO  
(Title)

127. \_\_\_\_\_  
(Date)

08/31/2020  
(Date)

**128. SELLER**

**BUYER**

129. \_\_\_\_\_  
(Business Entity or Individual Name)

\_\_\_\_\_  
(Business Entity or Individual Name)

130. By: \_\_\_\_\_  
(Seller)

By: \_\_\_\_\_  
(Buyer)

131. Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

132. \_\_\_\_\_  
(Date)

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

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

## COUNTEROFFER TO PURCHASE AGREEMENT/ SELLER'S ADDENDUM

This is a Counteroffer to the Purchase Agreement/Seller's Addendum between the parties dated August 31, 2020 pertaining to the purchase and sale of the Property located at 678 Snelling Avenue North, St. Paul, Minnesota 55116.

In the event of a conflict between the Purchase Agreement and all Form Addendums attached thereto, the provision of this Seller's Addendum shall prevail with respect to the intent of the parties:

As to the Purchase Agreement:

1. Line 84-85 shall be deleted.
2. Line 151 – 153 shall be deleted.
3. Line 157 shall be modified to reflect the Seller has received notice of Code violations from the City of St. Paul as reflected on the City's correspondence dated May 27, 2020 attached hereto as Exhibit No. 1 and the Notice of Public Hearing dated March 20, 2020 attached hereto as Exhibit No. 2.

4. Line 248 shall be modified to reflect the representation is to the best of Seller's knowledge, there is not a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.

to CIC or  
aps there are  
c restrictions.  
to review any

As to the Addendum to Commercial Purchase Agreement: Due Diligence dated August 31, 2020:

GG

5. Lines ~~93, 95~~ and 97 to be unchecked as the Property is not subject to any Common Interest Community or Association.

ADDITIONAL TERMS:

6. Buyer is purchasing the Property "AS IS, WHERE IS, WITH ALL FAULTS" and Seller is making no representations or warranties as to the condition of the Property

~~7. Buyer has agreed to undertake responsibility for the items identified on the Code Compliance Notice from the City of St. Paul dated May 27, 2020 attached hereto as Exhibit No. 1 and incorporated by reference detailing a number of items requiring correction prior to the issuance of a Certificate of Occupancy and as a part of this sale transaction, Buyer shall undertake to complete all said items and any other items necessary to satisfy the City and allow the issuance of a Certificate of Occupancy.~~

physical

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as of the date inspected by

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except as otherwise provided in the Agreement.

1 See insert on addendum. Seller takes no responsibility but Buyer may pursue other alternatives such as demolition so this statement must be reworded.

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8. Buyer and Seller agree the sale is subject to approval by the City of St. Paul of the sale transaction and if the City's approval is not obtained, the Purchase Agreement shall be canceled and the Earnest Money returned to Buyer, and Seller shall have no further obligations to Buyer.

BUYER:  
African Economic Development Solutions

SELLER:  
SG National, LLC

By  *Gene Geleglu*  
Its \_\_\_\_\_  
9/17/2020 3:53:28 PM CDT

By \_\_\_\_\_  
Its \_\_\_\_\_

Date: 09/17/2020

Date: \_\_\_\_\_

# EXHIBIT 1

THE DEPARTMENT OF SAFETY AND INSPECTION SERVICES  
New Inspection Division  
Ricardo X. Camarillo, Director



CITY OF SAINT PAUL,

151 Jackson Street, Suite 220  
Saint Paul, Minnesota 55101-1800

Telephone 612-266-3638  
Facsimile 612-266-3637  
Web [www.1522.org/SPS](http://www.1522.org/SPS)

May 27, 2020

David Mulanga  
Sg National Lic  
1185 Sixth Ave 10th Floor  
New York NY 10036-2604

RE: FIRE INSPECTION CODE COMPLIANCE NOTICE  
678 - 680 SNEELING AVENUE  
Ref # 13296

Dear Property Representative:

A code compliance inspection of your building was conducted on May 22, 2020 to identify which deficiencies that need to be corrected in order for the building to be compliant. The Saint Paul Legislative code requires that no building shall be occupied without a Certificate of Occupancy and a Fire Certificate of Occupancy. Neither of these certificates will be issued unless all work required to be done under permit is inspected and approved by the appropriate inspector. Your Certificate of Occupancy and Fire Certificate of Occupancy will be granted upon demonstration of compliance with the following deficiency list and payment of required fees.

YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.

### DEFICIENCY LIST

1. BUILDING - MAKE REPAIRS TO EXTERIOR BRICK & FACADE - SPL# 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. - The exterior is an older brick building in need of repairs to brick work from the front side on the upper level, west side. Southwest corner has damage on the brick facade on the lower part. Upper west side facade appears to be some bowing. The east side wall lower bricks are in various stages of deterioration.
2. BUILDING - REPAIR LEAKING ROOF - SPL# 34.09 (2), 34.33 (1) - Provide and maintain the roof weather tight and free from defects. - There is evidence of water leaking through the roof in several locations. Make repairs to the leaking roof under permit.

An Equal Opportunity Employer

3. BUILDING - REPAIR OR REPLACE DAMAGED INTERIOR WALLS - SPLC 34.16 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. - Repair or replace damaged interior walls throughout the building.
4. BUILDING - REPLACE BROKEN & MISSING CEILING PANELS - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. - Replace missing and broken ceiling panels throughout the showroom/office areas of this building.
5. BUILDING - REPLACE BROKEN GLASS IN WINDOWS & DOORS - SPLC 34.09 (4), 34.33 (3) - Repair and maintain the window glass. - There are several broken glass windows and doors on the east and west sides of the building exterior. Make repairs to all broken glass in windows and doors.
6. ELECTRICAL - PANELS - MSFC 605.1 - Electrical panels - Provide a complete circuit directory at service panel indicating location and use of all circuit to Article 408.4 of the current NEC.
7. ELECTRICAL - PANELS - MSFC 605.1 - Electrical panels - Verify that circuit breaker ampereage matches wire size in panel. Replace improperly sized overcurrent devices to Article 240.4 of the current NEC.
8. ELECTRICAL - SERVICES - MSFC 605.4 - Electrical service - Repair the electrical service grounding conductor to the metallic water piping system. Install a conductor sized to Table 250.66 (NEC) from the electrical service to within 5' of the entrance point of the water service, and bond around the water meter to Article 250 of the current NEC.
9. ELECTRICAL - MSFC 605.1 & 6 - Throughout - Close openings in service panel/junction boxes with knockout seals, breaker blanks, proper cable clamps, and/or junction box covers to Article 110.12 (A) of the current NEC.
10. ELECTRICAL - MSFC 605.1 - Throughout - Repair or replace all broken, painted over, corroded, missing or loose receptacles, smoke detectors, luminaires (light fixture), switches, covers and plates to Article 406.4(D) & Article 410 of the current NEC.
11. ELECTRICAL - MSFC 605.1 - Throughout - Check all receptacles for proper polarity (including 2-prong) and verify ground on 3-prong receptacles. Ensure all GFCI receptacles are functioning properly. Rewire and/or replace receptacles that are improperly wired or not functioning properly to Article 406.4(D) of the current NEC.
12. ELECTRICAL - MSFC 605.1 - Throughout/Above suspended ceilings - Remove and/or rewire all illegal, improper or hazardous wiring to the current NEC.
13. ELECTRICAL - SPLC 34 - No power at time of inspection. Test all electrical outlets and ensure all luminaires (light fixtures) are working properly when power is restored.

14. FIRE - PROVIDE EMERGENCY LIGHTING - MSFC 1104.5.3, 1006.3 - Provide and maintain an approved emergency lighting system. - Provide emergency lighting throughout the existing system.
15. FIRE - PROVIDE ILLUMINATED EXIT SIGNAGE - MSFC 1104.3, 1011.1 - Provide and maintain approved directional exit signs. - Provide illuminated directional exit signage at all required exits throughout the building.
16. FIRE - PROVIDE OCCUPANCY SEPARATION - MSFC 1106.2 - Provide a required occupancy separation with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. - Depending on how the space will be used, required occupancy separation must be provided. Submit plans for approval.
17. FIRE - REMOVE EXIT OBSTRUCTIONS - MSFC 1030.2 - Remove the materials that cause an exit obstruction. Maintain a clear and unobstructed exit path. - Restore exit doors that are sealed by boards or otherwise made inoperable.
18. FIRE - SERVICE ALL FIRE EXTINGUISHERS - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. - Provide service to all existing fire extinguishers throughout the building. Last service date was 2015.
19. FIRE - PROVIDE 2A10BC FIRE EXTINGUISHERS - MSFC 906.1, MN Stat. 299F.364 - Provide approved fire extinguishers in accordance with the following types, sizes and locations. - Provide a minimum 2A10BC fire extinguisher within 50 feet travel distance from any location in the building.
20. FIRE ALARM SYSTEM - RETURN TO SERVICE/PROVIDE ANNUAL TESTING - MSFC 901.6 - Repair and return the fire alarm system to service. A fire alarm system was found but unknown if in working service. Provide annual testing of the alarm system and determine if code compliant coverage is installed throughout the building. Repair or replace all defected elements of the system.
21. MECHANICAL - ASBESTOS - MMC 103 Abate or remove friable asbestos. Provide documentation that the work was completed by a state licensed asbestos abatement contractor.
22. MECHANICAL - BATHROOMS - MRC R303.3 - Bathroom ventilation required. Provide a window in the bathrooms with an aggregate glazing area of not less than 3 square feet, one half of which must be openable or provide a mechanical exhaust system vented to the outside. A mechanical ventilation permit is required if a mechanical exhaust system installation.
23. MECHANICAL - BOILER - MMC 1006 - Install boiler pressure relief valve and pipe discharge to within eighteen inches of the floor.
24. MECHANICAL - BOILER - MMC 1005.2 & MPC 4715.1940 - Install back flow preventer on city water fill line to hot water heating system and pipe vent as required.

25. MECHANICAL - BOILER LINES - MMC 103 - Support supply and return piping for heating system according to code.
26. MECHANICAL - BOILER LINES - MMC 1208.1 - Conduct witnessed pressure test on hot water heating system and check for leaks.
27. MECHANICAL - BOILER LINES - MMC 1005.1 - Install isolation valves on boiler supply and return pipes.
28. MECHANICAL - BOILER VENT - MFGC 503 - Replace Unit Heaters /boiler flue venting to code.
29. MECHANICAL - BOILER VENT - MFGC 501.12 - Connect boiler and water heater venting into chimney liner.
30. MECHANICAL - BOILER VENT - MFGC 501.15.4 - Provide adequate clearance from flue vent pipe on furnace/boiler to combustible materials or provide approved shielding according to code.
31. MECHANICAL - COMBUSTION AIR - MFGC 304 - Provide adequate combustion air and support duct to code.
32. MECHANICAL - GAS PIPING - MMC 103 - Plug, cap and/or remove all disconnected gas lines and unapproved valves.
33. MECHANICAL - GAS PIPING - MFGC 409.1 - Install approved automatic gas valve for Unit Heaters /boiler.
34. MECHANICAL - GAS PIPING - MFGC 409.1 - Install approved lever handle manual building shutoff gas valve in an accessible location ahead of the first branch tee.
35. MECHANICAL - GAS PIPING - MFGC 407 - Provide support for gas lines to code.
36. MECHANICAL - GAS SHUTOFF - MFGC 409.5 - Install approved lever handle manual gas shutoff valve on Unit Heaters /boiler and remove unapproved valves.
37. MECHANICAL - HEATING - SPLC 34.11(6) - Provide heat in every habitable room and bathrooms with at least one exterior wall.
38. MECHANICAL - HEATING - SPLC 34.11 (6) - HEATING REPORT - Clean and Orsat test Unit Heaters /boiler burner. Check all controls for proper operation. Check furnace heat exchanger for leaks; provide documentation from a licensed contractor that the heating unit is safe.
39. MECHANICAL - PERMITS - MMC RULES 1300.0120 - Mechanical permits are required for the above work.

40. MECHANICAL - RADIATORS - MMC 103 - Repair or replace radiator valves as needed.
41. MECHANICAL - RETURN AIR - MIRC 617.5 (1) - Relocate return air intake a minimum of ten feet from furnace flue draft diverter or relocate it to another room.
42. PLUMBING - CONDUCTING WITNESSED TEST ON PIPING - SPLC 34.11(6) MIRC 406.1 Gas Piping. Conduct a witnessed pressure test on the gas piping system.
43. PLUMBING - INSTALL A FRONT SEWER CLEAN-OUT - SPLC 34.11(1) MPC 719.1 Soil/Waste Piping. Install a front sewer clean-out.
44. PLUMBING - INSTALL PIPING TO WATER HEATER TO CODE - SPLC 34.11(5) MPC 501 Install the water piping for the water heater to code.
45. PLUMBING - INSTALL PROPER FIXTURE/VENT TO CODE - SPLC 34.11(1) MPC .0100 E & 901 Lavatory. Install a proper fixture and vent to code.
46. PLUMBING - INSTALL PROPER FIXTURE/VENT TO CODE - SPLC 34.11(1) MPC .011 E & 901 Toilet. Install a proper fixture and vent to code.
47. PLUMBING - INSTALL PROPER FLANGED FIXTURE CONNECTION - SPLC 34.11(1) MPC 402.6 Toilet. Install the proper flanged fixture connection on a firm base.
48. PLUMBING - INSTALL WASTE PIPING TO CODE - SPLC 34.11(1) MPC 701 Toilet. Install the waste piping to code.
49. PLUMBING - INSTALL WASTE PIPING TO CODE - SPLC 34.11(1) MPC 701 Lavatory. Install the waste piping to code.
50. PLUMBING - INSTALL WATER HEATER VENTING TO CODE - SPLC 34.11(5) MIRC 503 Install the water heater gas venting to code.
51. PLUMBING - INSTALL WATER PIPING TO CODE - SPLC 34.11(1) MPC .0100 P & Q & 419.2 Toilet. Install the water piping to code.
52. PLUMBING - INSTALL WATER PIPING TO CODE - SPLC 34.11(1) MPC .0100 P & Q & 419.2 Lavatory. Install the water piping to code.
53. PLUMBING - PLUG OPENINGS/PITCH ALL PIPES - SPLC 34.11(1) MPC .0100 L & M & 708.1 Soil/Waste Piping. Plug all open piping and properly pitch all piping.
54. PLUMBING - PLUG OR CAP RAIN LEADERS - SPLC 34.11(1) MPC .0100 L & M & 708.1 Rain Leaders. The rain leaders must be properly plugged or capped to code.
55. PLUMBING - PROVIDE 1-INCH WATER LINE - SPLC 34.11(1) SPRWS 93.07 Water Piping. Provide a 1-inch water line to the first major take-off.

56. PLUMBING - PROVIDE ADEQUATE COMBUSTION AIR FOR APPLIANCE - SPLC 34.11(5) MPC 301 Provide adequate combustion air for the gas burning appliance.
57. PLUMBING - PROVIDE CHIMNEY LINER - SPLC 34.11(5) MFC 501.12 The water heater venting requires a chimney liner.
58. PLUMBING - PROVIDE LAWN HYDRANT BACKFLOW PREVENTERS - SPLC 34.11(1) MPC 603.5.7 Lawn Hydrants. The lawn hydrants require a backflow preventer.
59. PLUMBING - PROVIDE PIPING TO ALL FIXTURES & APPLIANCES - SPLC 34.11(1) MPC 6100 L&M & 708.1 Water Piping. Provide water piping to all fixtures and appliances.
60. PLUMBING - REMOVE DISCONNECTED LINES AND UNAPPROVED VALVES - SPLC 34.11(6) MMC 103 Gas Piping. Remove all disconnected gas lines and unapproved valves.
61. PLUMBING - REPAIR/REPLACE FIXTURE - SPLC 34.11(1) MPC 301.1 Toilet. Repair/replace the fixture that is missing, broken or has parts missing.
62. PLUMBING - REPAIR/REPLACE LAWN HYDRANTS - SPLC 34.11(1) MPC 301.1 Lawn Hydrants. Repair or replace the lawn hydrants that are broken or have parts missing.
63. PLUMBING - REPLACE CORRODED GAS PIPING - SPLC 34.11(6) MMC 103 Gas Piping. Replace all corroded gas piping.
64. PLUMBING - REPLACE IMPROPERLY SIZED PIPING - SPLC 34.11(1) MPC 610 Water Piping. Replace all the improperly sized water piping.
65. PLUMBING - REPLACE/REPAIR WATER PIPING - SPLC 34.11(1) MPC 301.1(3) Water Piping. Repair or replace all the corroded, broken, or leaking water piping.
66. PLUMBING - SEPARATE RAIN LEADERS FROM SANITARY SEWER - SPLC 34.11(1) MPC 1101.1 Rain Leaders. The rain leaders must be separated from the sanitary sewer.
67. PLUMBING - SERVICE VALVES INSTALLED TO CODE - SPLC 34.11(4) MPC 606.2 Water Meter. The service valves must be functional and installed to code.
68. PLUMBING - WATER HEATER MUST BE IN SERVICE - SPLC 34.11(5) MPC 6100Q. The water heater must be fired and in service.
69. MSFC 605.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-9090. - Connect and cap or remove the exposed wiring in multiple location in showroom where display fixtures have been removed.

70. Ext. Door SPLC 34.09 (3), 34.33 (3) - Repair and maintain the door in good condition.
71. SPLC 34.09 (1) b, c, 34.33 (1) b, c - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint.
72. SPLC 34.08 (1), 34.31 (1) - All exterior property areas shall be maintained free from any accumulation of refuse, garbage or feces.
73. SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window glass.
74. SPLC 33.05 - Uncertified portions of the building must not be occupied until inspected and approved by this office. -- Building must be re-certified prior to any re-occupancy, contact DSI at (651)266-8989.

For an explanation or information on some of the violations contained in this report, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerk's Office, Room 310 - City Hall (651-266-8688), 15 Kellogg Boulevard West, and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at [james.petrocca@ci.stpaul.mn.us](mailto:james.petrocca@ci.stpaul.mn.us) or call me at 651-266-8996 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

James Petrocca  
Fire Safety Inspector  
Ref. # 13296

## EXHIBIT 2



March 20, 2020

### NOTICE OF PUBLIC HEARINGS

To All Known Responsible and/or Interested Parties:

The Saint Paul City Council and the Legislative Hearing Officer of the City Council have scheduled public hearings to consider a Council Resolution ordering the repair or removal of the building(s) located at 678 SNELLING AVENUE.

With the following Historic Preservation information: NONI

In accordance with the provisions of the Saint Paul Legislative Code Chapter 45, all owners, record and other interested parties with a known interest in this building(s) are hereby notified of these hearings. At these hearings, testimony will be heard from the Code Enforcement Officer and any other parties who wish to be heard. The Council will adopt a resolution describing what action, if any, the Council deems appropriate.

Please be advised the Public Hearing before the Legislative Hearing Officer is scheduled for

**Tuesday, April 28, 2020, at 9:00 a.m. in Room 330, City Hall, 15 West Kellogg Boulevard, Saint Paul, MN 55102**

The Legislative Hearing Officer will hear the evidence and make a recommendation for action to the full City Council.

**Wednesday, May 27, 2020, at 3:30 p.m. in the City Council Chambers, 3rd Floor, City Hall, 15 West Kellogg Boulevard, Saint Paul, MN 55102**

All costs incurred by the City, including inspection costs, administrative costs, title searches, filing fees and, if necessary, demolition and removal expenses, will be assessed against the real estate as a special assessment to be collected in the same manner as real estate taxes. If you have any questions concerning this matter please call the Vacant/Unoccupied Buildings Code Enforcement Officer Steve Magner at (651)266-1928, or you may leave a voice mail message. Sincerely,

**Steve Magner**

Steve Magner  
Manager of Code Enforcement

per page 11 of 1



**ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT**

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1. Date August 31st, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 31st 2020  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 678 Snelling Ave S Saint Paul MN 55116

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. **Diehl & Partners LLC to pay RES Realty a 2.7% of sale price commission upon successful closing.**

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19. **SELLER**

20. \_\_\_\_\_  
(Business Entity or Individual Name)

21. By: \_\_\_\_\_  
(Seller)

22. Its: \_\_\_\_\_  
(Title)

23. \_\_\_\_\_  
(Date)

24. **SELLER**

25. \_\_\_\_\_  
(Business Entity or Individual Name)

26. By: \_\_\_\_\_  
(Seller)

27. Its: \_\_\_\_\_  
(Title)

28. \_\_\_\_\_  
(Date)

**BUYER**

Gene Geleglu  
(Business Entity or Individual Name)

By: Gene Geleglu  
Authentisign  
Buyer  
09/17/2020 3:53:30 PM CDT

Its: \_\_\_\_\_  
(Title)

09/17/2020  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer)

Its: \_\_\_\_\_  
(Title)

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

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



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1. Date August 31st, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 31st 2020  
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5. 678 Snelling Ave North Saint Paul MN 55116

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. Seller to pay Diehl and Partners, LLC and RES Realty each 2.71% of the sale price at the time of a successful  
9. closing.  
10.  
11.  
12.  
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15.  
16.  
17.

19. **SELLER**

**BUYER**

20. (Business Entity or Individual Name)

(Business Entity or Individual Name)

21. By: (Seller)

By: Gene Gelgetz

22. Its: (Title)

Its: (Title)

23. (Date)

(Date)

24. **SELLER**

**BUYER**

25. (Business Entity or Individual Name)

(Business Entity or Individual Name)

26. By: (Seller)

By: (Buyer)

27. Its: (Title)

Its: (Title)

28. (Date)

(Date)

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

