

Real Estate Purchase Agreement for Minnesota

THIS SALES AGREEMENT (the "Agreement") dated this 2 day of June 2023 (the "Execution Date")

BETWEEN :

Arlana Omaha (the "Seller")

OF THE FIRST PART

-AND-

Jodisha Darrough (the "Buyer")

OF THE SECOND PART

BACKGROUND

The Seller wishes to sell a certain completed home and the Buyer wishes to purchase this completed home.

IN CONSIDERATION OF and as a condition of the Seller selling the Property and the Buyer purchasing the Property and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement (individually the "Party" and collectively the "Parties") agree as follows:

Property

- 1. The property is situated at 1356 Reaney Ave E, St Paul, MN 55106, USA and the legal description of the property is as follows: Lot10 Block 5 Lorena Park, Ramsey County ,Minnesota, as described on the attached exhibit, which includes fixtures and improvements located on the property and all rights, privileges and appurtenances associated with it, including but not limited to permits, easements, and cooperative and association memberships (the "Property").

Seller Initials [Signature]

Buyer Initials [Signature]

- 2. The Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from the Seller the Property.

**Purchase Price**

- 3. The purchase price for the Property (the "Purchase Price") is \$25,000.00 and this amount will be paid in cash at closing without any financing contingency.

**Earnest Money**

- 4. The Buyer will deposit \$ \_\_\_\_\_ as earnest money at \_\_\_\_\_ with \_\_\_\_\_ acting as escrow agent (the "Escrow Agent"), on or before \_\_\_\_\_, \_\_\_\_\_. Failure to deposit the earnest money as provided in this clause will result in the Buyer being in default under this Agreement.

**Title Policy**

- 5. At the Buyer's option, and at the Seller's expense, the Seller will furnish to the Buyer a title guaranty policy guaranteeing good title to the Property, or an owner's policy of title insurance, insuring and indemnifying the Buyer against loss (the "Title Policy"), issued from a general title company (the "Title Company") in the amount of the Purchase Price dated as of the date that the sale of the Property becomes final and the Buyer takes possession (the "Closing Date"), subject to the following exceptions (collectively, the "Title Exceptions"): building and zoning ordinances; standard utility easements; standard riparian matters; common restrictive covenants relating to platted subdivision; oil, gas and mineral rights; taxes, mortgages or deeds of trust and assessments which the Buyer will be assuming; discrepancies in regards to shortages in area or boundary lines; and liens created as part of the financing for the Buyer.

**Commitment**

- 6. At the Seller's cost, the Seller will furnish or cause to be furnished to the Buyer a commitment to issue the Title Policy requested by the Buyer (the "Commitment") and copies of restrictive covenants and documents evidencing exceptions in the Commitment (the "Exception Documents") other than the standard printed exceptions. The Seller hereby authorizes the Title Company to deliver the Commitment and Exception Documents to the Buyer's address provided in this Agreement.

**Property Survey**

- 7. Prior to the Closing Date the Seller will deliver the Seller's existing property survey to the Buyer and to the Title Company, along with the Seller's affidavit in relation to the Title Company's approval of the survey. This survey must have been completed within the past year. If the survey

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Buyer Initials [Signature]

is not approved by the Title Company or the Buyer's lender, a new survey, the cost of which will be shared equally by the Buyer and Seller, will be obtained at least seven days prior to the Closing Date.

**Objections and Cure**

- 8. The Buyer may submit a written objection, within 10 days after the Buyer receives the Commitment, and Exception Documents, in relation to any defects, exceptions or encumbrances to title which makes the title unmarketable, excluding the Title Exceptions.
- 9. With the exception of the requirements in the Commitment which are not waived, if the Buyer fails to provide a written objection within the allowed time, it will constitute as a waiver on the part of the Buyer to object. Any timely objections by either the Buyer or any third party lender must be cured by the Seller, at the Seller's expense, prior to closing and the Closing Date will be delayed as necessary. If the objections are not cured, this Agreement will terminate and the earnest money will be refunded to the Buyer within ten days unless the Buyer has waived the objections in writing and elected to close the sale and accept the title with the existing defect.

**Real Property Disclosure**

- 10. SELLER'S DISCLOSURE: The Seller does not know of any material facts that would affect the value of the Property, except those observable by the Buyer or any known to the Seller which are disclosed in this Agreement and the attached addenda.
- 11. STATUTORY DISCLOSURES: The Seller is responsible to furnish the Buyer with the following disclosures and items as soon as practicable before the signing of this Agreement:
  - a. Lead-Based Paint Disclosure and a copy of the pamphlet titled "Protect Your Family From Lead in Your Home" from the EPA;
  - b. Seller's Real Property Disclosure Statement; and
  - c. Well Disclosure Statement.
- 12. LEAD WARNING STATEMENT AND DISCLOSURE: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral

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problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Seller will disclose all known lead hazards in the attached lead disclosure as well as furnish to the Buyer a copy of the pamphlet titled "Protect Your Family From Lead in Your Home" from the EPA and any available report on lead in relation to the Property. The Buyer at its sole cost, will be given at least ten days to inspect the Property in relation to lead hazards. This ten day period may be lengthened, shortened, or waived by mutual written consent of the Parties.

- 13. COUNTY DISCLOSURE: The Seller is responsible for satisfying any local disclosure requirements prior to the signing of this Agreement. Please consult the local county department in which the Property is situated and/or a local real estate attorney to ensure compliance has been met.

**Deed Tax**

- 14. This transfer of real property is subject to the Deed Tax prescribed by Minnesota Statutes 287.21 in the amount of \$15,650.00, which shall be paid by the Seller.

**Certificate of Value**

- 15. The Seller will file with the county auditor of the county in which the Property is located, a Certificate of Value as stipulated by Minnesota Statutes 272.115, and promulgated by the Department of Revenue, which can be obtained from the local county auditor.

**Wells**

- 16. The Seller certifies that the Seller does not know of any wells on the described Property.

**Property Access and Inspection**

- 17. The Buyer may, at its sole cost, select inspectors and pest controllers licensed to practice within Minnesota or any lawful agent authorized to make inspections to inspect the Property. The Buyer will deliver to the Seller a written notice of any defects in addition to a copy of the inspection report within ten days after the inspection. At all reasonable times, the Seller is to permit the Buyer or its agents access to the Property for the purpose of inspection and will pay for turning on existing utilities.

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Buyer Initials [Signature]

**Property Condition**

- 18. The Buyer accepts the Property in its current state and condition without any further work, repairs, treatments or improvements.

**Warranties**

- 19. The Seller makes no express warranties aside from those expressly described in this Agreement or the attached addenda. Upon closing, the Seller agrees to assign all manufacturer warranties that are assignable to the Buyer.

**Lender Required Repairs**

- 20. Neither the Seller nor the Buyer is obligated to pay for any lender required repairs or remediations, unless both Parties agreed in writing. If repairs will exceed five percent, the lender has the sole option to terminate the agreement. If the Parties cannot come to an agreement for the lender required repairs or remediations, this Agreement will terminate and the earnest money will be refunded to the Buyer within ten days of the receipt of the written notice.

**Completion of Repairs and Improvements**

- 21. The Seller will complete all agreed work, repairs, treatments, and improvements (the "Work") prior to the Closing Date unless both Parties agree otherwise in writing. The Work to be completed must be done by individuals who are licensed to perform such tasks and all required permits and regulations must be obtained and observed. Any transferable warranties received by the Seller for completed Work will be transferred to the Buyer at closing. If the Seller fails to complete the Work prior to the Closing Date, the Buyer may elect to complete the said Work and the Buyer will be entitled to claim reimbursement for the Work from the Seller upon closing.

**Closing**

- 22. The Closing Date will be on or before June 7th, 2023 or be within seven days after objections revealed from the Commitment or survey have been cured, whichever date is later. In the absence of legal excuse, the failure to close the sale on the Closing Date by either Party will enable the non-defaulting party to pursue any remedies on default provided in this Agreement.
- 23. Upon closing, the Seller will execute and deliver to the Buyer a general warranty deed which has title to the Property and shows no further exceptions to title of the Property except the Title Exceptions, and furnish a current tax statement which shows no delinquent taxes on the Property.

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Buyer Initials [Signature]

- 24. The Buyer will pay the Purchase Price in good funds acceptable to the Escrow Agent.
- 25. Any notices, statements, certificates, affidavits, releases, loan documents and other documents required by this Agreement, by the Commitment or by law which is necessary for the closing of the sale or the issuance of the Title Policy must be promptly executed and delivered by the Seller and the Buyer.
- 26. All covenants, representations and warranties in this Agreement will survive closing and may be enforced.

**Possession**

- 27. Possession of the Property in its current or required state, ordinary wear and tear excepted, will be delivered by the Seller to the Buyer upon proper funding at closing. A tenancy at sufferance relationship will be created between the Parties where there is no authorized written lease agreement and either the Buyer has possession prior to closing or the Seller has possession after closing. The Parties should consult their respective insurance agent and are responsible to ensure adequate coverage exists upon the transfer of ownership and possession.

**Settlement and Other Expenses**

- 28. Unless both Parties otherwise agree in writing, the following expenses payable by the Seller (the "Seller's Expenses") must be paid at or prior to closing:
  - a. All existing liens; prepayment penalties; recording fees; lender, tax statements or certificates; preparation of deed; half of escrow fee; title expense, and all expenses payable by the Seller under this Agreement must be released or discharged accordingly.
- 29. The following expenses payable by the Buyer (the "Buyer's Expenses") must be paid at or prior to closing:
  - a. Loan origination, discount, buy-down, and commitment fees.
  - b. All expenses related or incident to any loan, including but not limited to, appraisal fees, application fees, credit reports, loan documents preparation fees, recording fees on notes and mortgages or deeds of trust; as well as recording fees on the deed; financing statements; inspection fees; half of escrow fees; all prepaid items including flood and hazard insurance premiums; documentary stamp tax; and all other expenses payable by the Buyer, necessary to perform the Buyer's obligation under this Agreement must be released or discharged accordingly.

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- 30. Any Private Mortgage Insurance Premium (the "PMI"), the VA Loan Funding Fee, or the FHA Mortgage Insurance Premium (the "MIP") as required by the lender, must be paid by the Buyer. However, the Buyer may not pay charges and fees expressly prohibited by FHA and VA financing or other governmental loan program regulations.
- 31. If any expense to be paid by either Party exceeds the amount expressly stated in this Agreement, the Party responsible for the said exceeding amount may terminate this Agreement unless the other Party agrees to pay the excess amount.

**Prorations**

- 32. The following items will be prorated and adjusted as property as of the Closing Date: any taxes due for the current year, association fees, maintenance fees, assessments, dues, heating tank fuel, utility charges and rents of the Property. If the tax rate for the current year is unknown, the Parties will use the rate from the previous year plus five percent at closing. If the tax rate for the previous year is also unknown, the Escrow Agent will estimate an amount to prorate, holdback sufficient funds and adjust the prorated amount when the new tax statements become available. The Buyer will be obligated to pay the share of the prorated taxes for the current year if the taxes are not paid at or prior to the closing.

**Risk of Loss**

- 33. The Seller will bear all risk of loss to the Property or its improvements, which includes, but is not limited to, physical damage or destruction to the Property, or loss caused by eminent domain, until the Closing Date. If at any point after the Effective Date but prior to closing, any part of the Property is damaged or destroyed, the Seller will restore the Property to its previous condition as soon as possible before the Closing Date, reasonable delays excepted. If the Seller fails to restore the Property due to unforeseeable factors beyond the control of the Seller, the Buyer may elect one of the following:
  - a. the Agreement will terminate and the earnest money will be refunded to the Buyer within ten days;
  - b. the Closing Date will be extended as necessary to accommodate the performance of restoration; or
  - c. at closing, the Property in its damaged state will be accepted and all insurance proceeds will be assigned from the Seller to the Buyer and the Buyer will receive an amount equal to the deductible under the Seller's insurance policy.

The Seller's obligations under this provision are independent of any obligations of the Seller

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found under the heading Property Condition.

**Remedies on Default**

34. The Buyer will be in default if the Buyer fails to comply with the provisions of this Agreement, upon which, the Seller may:

- a. seek specific performance; or
- b. seek other relief as may be provided by law; or
- c. seek a combination of any or all of the above remedies; or
- d. treat all earnest money as forfeited and the said money be deemed as liquidated damages and the sole remedy for the Seller.

35. If the Seller, due to factors beyond the control of the Seller, fails to make any non-casualty repairs or deliver the Commitment or survey as required, the Buyer may:

- a. extend the performance time and the Closing Date as necessary; or
- b. terminate this Agreement and the earnest money will be refunded to the Buyer within ten days as the sole remedy.

36. The Seller will be in default if the Seller fails to comply with the provisions of this Agreement, upon which, the Buyer may:

- a. seek specific performance; or
- b. seek such other relief as may be provided by law; or
- c. a combination of any or all of the above remedies; or
- d. treat this Agreement as terminated and receive the earnest money within ten days of cancellation.

**Attorney's Fees**

37. In the event that any action is commenced in relation to this Agreement, each Party in the action will pay their own attorney's fees and all court costs incurred during the proceedings.

**Escrow**

38. The Seller and the Buyer agree that the Escrow Agent is not:

- a. a party to this Agreement and will not assume any liabilities incurred as a result of the performance or nonperformance of either the Buyer or the Seller, and that no liability will

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be incurred unless the Escrow Agent is grossly negligent or willfully breaches the terms of this Agreement;

- b. liable for the loss of earnest money as a result of the failure of any financial institution in which the earnest money has been deposited unless the said institution is acting as an Escrow Agent; and
- c. liable for interest on the earnest money.

39. Upon closing, the earnest money will be applied in the following order with the excess refunded back to the Buyer:

- a. any cash down payment; and
- b. Buyer's Expenses.

40. At all relevant times during the course of this Agreement, the Escrow Agent is required to notify the other Party prior to the releasing of any funds to the Party who is requesting the funds.

41. The notice of the Escrow Agent to either Party will be deemed effective upon its deposit to any US Postal Service offices or mailboxes with receipt requested, provided that the notice contains adequate postage and the correct mailing address of the Party contained in this Agreement is inscribed on the notice. The notice of objection to the demand of earnest money will be deemed effective upon receipt by the Escrow Agent.

**Seller Representations**

42. The Seller represents and warrants that there will be no liens, assessments, or security interests from third parties against the Property which will not be satisfied out of the sales proceeds. The Seller makes no representation aside from those expressly provided in this Agreement. If the representations of the Seller are untrue upon the Closing Date, the Buyer may terminate this Agreement and the earnest money will be refunded within ten days.

**Federal Tax Requirements**

43. The Buyer is responsible for withholding from the sales proceeds ten percent of the gross Purchase Price in compliance with applicable tax law and submit the said amount to the Internal Revenue Service in conjunction with the relevant tax forms if the Seller falls under the definition of a "foreign person" within applicable law. The primary grounds for exemption is if the Seller furnishes an affidavit to the Buyer stating that either:

- a. the Seller is not a "foreign person" within applicable law along with the Seller's United

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States taxpayer identification number; or

- b. if the Purchase Price does not exceed \$300,000.00 and the Property will be used as the Buyer's residence.

**Notices**

- 44. All notices pursuant to this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or transmitted by email as follows:

**To the Buyer at:**

Name: Jodisha Darrough  
Address: 5123a W 98th St, Minneapolis, MN  
55437, USA  
Telephone: (763) 923-8007  
Email: Djodisha@yahoo.com

**To the Seller at:**

Name: Arlana Omaha  
Address: 1356 Reaney Ave E, St Paul, MN  
55106, USA  
Telephone: \_\_\_\_\_  
Email: Omahaarlana0@gmail.com

**Addenda**

- 45. In addition to any aforementioned required documents, these addenda will also constitute as part of this Agreement:
  - a. Third Party Financing Condition Addendum.

**Option to Terminate**

- 46. By virtue of the \$ \_\_\_\_\_ (the "Option Fee") paid by the Buyer to the Seller, the Buyer has reserved the unrestricted right to terminate this Agreement in addition to any existing statutory right to terminate and to have the earnest money refunded within ten days, upon providing a written notice of termination to the Seller immediately after the expiration of any statutory right to terminate this Agreement. Alternatively, if there is no statutory right to terminate this agreement, the Buyer will have the right to terminate immediately after the Execution Date of this Agreement. In the event that this option is not exercised, the Option Fee will not be refunded and it will not be credited to the Purchase Price at closing. Time is of the essence for this clause and strict compliance within the time frame stipulated in this Agreement is required.

Seller Initials

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Buyer Initials

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**Assignability**

47. The Buyer may not assign this Agreement without the Seller's written consent. This Agreement is binding on the respective heirs, executors, administrators, successors, personal representatives and assigns, as the case may be, of the Seller and the Buyer.

**Effective Date**

48. The effective date of this Agreement (the "Effective Date") is the latter of the date the Buyer executed this Agreement and the date the Seller executed this Agreement.

**Governing Law**

49. The Parties agree this Agreement will be construed under the laws of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Spousal Interests**

50. The spouse of each married Seller consents to this real estate transaction, and will sign and deliver such deeds and other documents as may reasonably be requested by the Title Company to evidence such consent and to effect the transfer to the Buyer of any dower, homestead, elective share, community property or any other rights which that spouse may have in or to the Property.

**Severability**

51. If there is a conflict between any provision of this Agreement and the applicable legislation of Minnesota (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

52. If any terms or provision of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

**No Broker or Agent**

53. There are no obligations on either Party for the payment of broker fees in this Agreement. The Parties agree that no real estate brokers or agents were procured for their services in connection with this Agreement or any part of the sale agreement prior to the signing of this Agreement. If a broker or agent was retained, the Party which employed the said broker or agent will be solely liable for the costs associated with it.

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**Agreement of Parties**

54. This document constitutes the entire agreement of the Parties and it may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

**Consult an Attorney**

55. The Seller and the Buyer should consult an attorney before this Agreement is executed if any aspect of the Agreement is not understood. The Seller and the Buyer agree each will notify the other of the contact information for the respective attorney, if any, responsible for this real estate transaction.

**General Provisions**

56. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

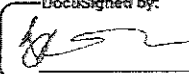
57. All monetary amounts in this Agreement refer to US dollars, and all payments required to be paid under this Agreement will be paid in US dollars unless the Parties agree otherwise in writing.

58. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and corporations and vice versa.

59. Time is of the essence in this Agreement. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Agreement will be calculated in business days. Performance will be due the next business day if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

EXECUTED by Jodisha Darrough on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

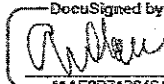
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
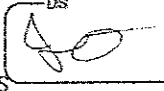
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Buyer Initials 

EXECUTED by Arlana Omaha on the 6/5/2023 day of \_\_\_\_\_, 20\_\_\_\_.

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Witness

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Arlana Omaha

Seller Initials  Buyer Initials 



## RIDER TO REAL ESTATE SALES CONTRACT ("Rider")

**RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN CONTRACT BY AND BETWEEN New Day Investment Inc. ("Buyer") AND THE Arlana Omaha("Seller") FOR THE PROPERTY LISTED ON EXHIBIT A HERETO ("Property") dated August 15, 2023 (the "Contract")**

1. **Conflicts**. The Parties hereby agree to amend the Contract as provided in this Rider. The provisions of the Rider are incorporated into the Contract by this reference as if wholly restated therein. If a conflict exists between the terms of the Contract and the terms of this Rider, the terms of this Rider shall control and govern. The Contract, except where revised by the Rider, shall remain in full force and effect. The Contract and the Rider, including all exhibits, is the entire understanding between and obligations of the Parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal, or informal between the Parties regarding the sale and conveyance of the Property. Any additional writings shall not modify any limitations or remedies provided in the Contract or Rider except if specifically provided for in the additional writing and signed by all Parties. There are no other terms or conditions, oral, written, electronic or otherwise, as part of this transaction. There are no implied obligations as part of this transaction. Capitalized terms not herein defined shall have the meanings set forth in the Contract. No survey will be provided by Seller.
2. **Closing Date**: The Closing shall take place within (120) Days after the date of Repairs all contingencies by the Buyer and expiration or waiver of the Due Diligence period or as otherwise agreed upon in writing by the parties. The Closing shall take place at a mutually agreed upon location or virtually to the extent possible. The Seller will determine if it is willing to extent the Closing Date in its sole and absolute discretion and has the full right to reject Buyer's Closing Date extension request.
3. **Attorney Review Period**: Attorney review period shall remain open until the parties reach a final agreement as to the terms of the Rider or five (5) business days after the dispatch of this letter, whichever is earlier.
4. **Seller Deliveries at Closing**: At or prior to the Closing Date, Seller shall Deliver to Buyer or the Title Company the following duly executed documents:
  - (a) a duly recordable Quit Claim Deed for the Property conveying to Buyer fee simple title to the Property and all of Seller's rights appurtenant thereto, subject only to Permitted Exceptions, together with all required transfer tax declarations.
  - (b) an Affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;
  - (c) an ALTA Affidavit executed by Seller;
  - (d) a title company settlement statement;
  - (e) a Bill of Sale to Buyer assigning all Personal Property and Fixtures as set forth in **Exhibit B**;
  - (f) an Assignment and Assumption of Leases/Service Contracts; and
  - (g) such other documents as may be reasonably required by Buyer or Title Company.

5. Buyer Deliveries at Closing. On or prior to the Closing Date, Buyer shall deliver to the Title Company the following:
- (a) the Purchase Price (less the Earnest Money), plus or minus all net prorations, closing costs and other funds required to be paid or provided by Buyer under this Contract;
  - (b) an Assignment and Assumption of Leases, duly executed by Buyer; and
  - (c) such other documents as may be reasonably required by Escrow or Title Company.
6. Buyer Representations: In addition to any other representations and warranties of Buyer contained herein, Buyer represents and warrants that, as of the Acceptance Date, and as the Closing Date, the entity Buyer will use to purchase the property is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois; this Contract is, and all of the documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms and no consent, authorization or approval of any third party or Governmental Authority is required in connection therewith; and Buyer has the legal power, right and authority to enter into this Contract, to consummate the transactions contemplated hereby, and to execute and deliver all documents and instruments to be delivered by Buyer hereunder. Buyer shall indemnify and defend Seller, Seller's assigns and any officer, director, employee, agent, representative, broker, advisor, consultant or attorney of Seller or Seller's assigns against, and hold Seller, harmless from, any and all actions, damages and liabilities (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with, arising out of, resulting from or incident to any breach or inaccuracy of any of Buyer's representations and warranties, as applicable. Each of the Buyer representations and warranties contained in this section shall survive the Closing for twelve (12) months period following the Closing Date.
7. Prorations.
- (a) The 2022 and 2023 real estate tax credit shall be prorated per the Contract, as applicable.
  - (b) There shall be no prorations for utilities or water as they are to be current and paid in full by the Seller prior to transfer to Buyer.
8. Brokers. Seller has not engaged any broker or agent in connection with the sale of the Property ("Seller's Agent"). Buyer has not engaged any broker or agent in connection with the purchase of the Property ("Buyer's Agent"). Each Party warrants and represents to the other that there are no brokerage commissions or fees payable in connection with this Contract.
9. Default and Remedies. In the event that Buyer fails to perform any of Buyer's material obligations to be performed by it hereunder, then Seller may, without further notice or demand, declare Buyer in default of the Contract and terminate Buyer's rights hereunder. Thereafter, Seller shall, as its' sole and exclusive remedy, be entitled to retain the Earnest Money as final liquidated damages; provided however, that nothing contained herein shall limit Buyer's indemnity obligations under the terms of the Contract. The remedy of liquidated damages is based off of: (1) the inability to determine exact damages, and (2) the sum is reasonable and not a penalty.
10. Cooperation and Further Actions. The parties agree to perform any and all acts and to execute and



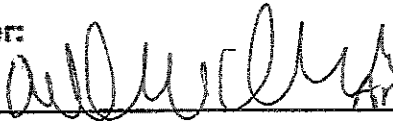
deliver any and all documents necessary or convenient to carry out the terms of the Contract and Rider.

11. Counterparts. This Rider may be executed in several counterparts, each of which so executed shall be deemed to be an original, but such counterparts shall together constitute and be one and the same instrument. A facsimile, photocopy or scan of an original, handwritten signature on this Rider or on a counterpart thereof will be deemed to be an original, inked signature for all purposes of this Rider.
12. Severability. If any part, clause, or condition of this Rider is held to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, such shall not affect any other provision hereof, which shall continue to be effective as though such invalid, inoperative, or unenforceable part, clause or condition had not been made.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.


**Seller:**

By:  Ariana Omshor

Title: OWNER

Date: 8-16-23

**Buyer:**

By: 

Title: BUYER

Date: 8-16-23

**EXHIBIT A**  
**Legal Description**

**EXHIBIT B**  
**Personal Property and Fixtures Inventory List**