

**BANK OF AMERICA / NEW VISTA ASSET MANAGEMENT Additional Closing Information**

\*For Title Company Information Purposes ONLY\*

BAC Asset   X   Network Asset \_\_\_\_\_  
Subservicing \_\_\_\_\_ MGIC \_\_\_\_\_ Other \_\_\_\_\_ (New Vista Asset Management fee TBD)

Date:   05/21/2012  

Asset Number:   143996093  

Property Address:   980 EUCLID STREET SAINT PAUL MN 55106  

Asset Manager:   Alicia (Liz) Aguero  

Purchase Price:   \$34,900   Transaction Type:   CASH   Contract Accepted Date: \_\_\_\_\_

Total Concessions:   \$0.00   Scheduled Close Date:   07/06/2012   Contingency Date: \_\_\_\_\_

Listing Commission:   2.0%   Selling Commission:   3.0%  

NVAM Management Fee:   1.0%   of the sales price to be mailed via check to New Vista Asset Management Commission to be based on GROSS. (Net Determined by deducting the following from sales price: Closing Costs, Home Warranty, Termite/Repairs)

**Listing Agent Contact Info:**

**Buyer Agent Contact Information:**

Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Agent Name:   JASON STOCKWELL, NRBA   Agent Name:   D PETER HARRINGTON  

Listing Agent #:   9528482542   Broker Address:   1 Groveland Terr 203  

Email Address:   JASON@JASONSTOCKWELL.COM   Buyer Agent #:   612-718-5733  

  NGA@EXITGENERATION.COM   Email Address:   peter.harrington@ermetro.com  

**Financing Lender Information:**

Contact Name:   CASH   Company Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**New Vista Asset Management Fee - Mailed Via Check to:**

New Vista Asset Management  
15010 Avenue of Science Suite 200  
San Diego, CA 92128  
Attn: Donita Thompson  
(Please include BAC loan number and property address on check)

**Please follow the closing instructions carefully:**

A \$125 transaction fee will be deducted from and payable out of the listing agent's commission, and paid to Equator, LLC by BAC directly outside of closing.

**Commission Breakdown**

Sale Price Listing Agent Selling Agent  
\$0-\$50,000 \$1,250 \$1,250  
\$50,001-\$249,999 2% 3%  
\$250,000-\$399,999 \$5,000 3%  
\$400,000-\$999,999 2% less \$2500 3%  
\$1,000,000- up BANA to Determine BANA to Determine

Feel Free to call your closer with any questions.

By:  
Asset Manager  
Alicia Aguero  
(858) 432-5216  
AAGUERO@NVAM.net

**OFFER WORKSHEET**

**PROPERTY** 143996093

Address: 980 EUCLID STREET

City/State/Zip: SAINT PAUL MN 55106

**FINANCING** Pre-Qual: \_\_\_\_\_ Type: CASH Rate: \_\_\_\_\_

Lender: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**LISTING AGENT** Name: JASON STOCKWELL, NRBA

Address: 5201 EDEN AVE SUITE 100

City/State/Zip: EDINA MN 55436

Phone: 9528482542 Fax: 9528482410

Email: JASON@JASONSTOCKWELL.COM

**BUYER** Name: Marpe Development LLC

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: 612-718-5733 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**SELLING AGENT** Name: D Peter Harrington

Address: 1 Groveland Terr 203

City/State/Zip: Minneapolis MN 55403

Phone: 612-718-5733 Fax: 612-455-1683

Email: peter.harrington@ermetro.com

**BUYER'S ATTORNEY** Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**PLEASE READ**

- Counter offer acceptance is subject to senior management approval, mortgage insurance and/or investor review
- No sale transaction is accepted until seller signs written contracts
- Buyer has been pre-qualified

- Buyer is aware that this is a multiple counter offer situation
- Seller must also confirm acceptance

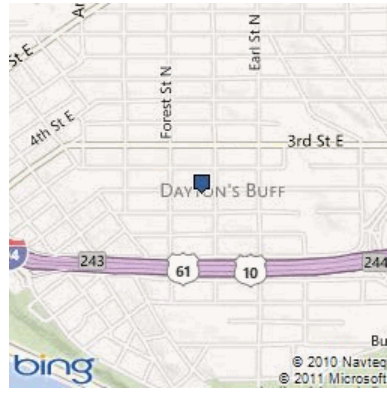
**OFFER INFORMATION**

	05/11/2012	05/14/2012	05/15/2012
Date	05/11/2012	05/14/2012	05/15/2012
Identity	BUYER	SELLER	Buyer
Purchase Amount (Enter First)	34900	34900	34900
Earnest Money Amount	5000	5000	5000
Down Payment Percent	100	100	100
Down Payment Amount	34900	34900	34900
Loan Amount	0	0	0
Closing Date	05/31/2012	07/06/2012	07/06/2012
Comments 1	is sale- subject to deed verbiage-		is sale- subject to deed verbiage-
Pest/Termite Inspection	0	0	0
Pest/Termite Repair (Sect. 1)	0	0	0
Buyer Closing Cost Credit	0	0	0
Home Warranty Amount	0	0	0
Repairs Description	sing. Seller to pay customary fees		sing. Seller to pay customary fees
Repairs Amount	0	0	0
Transfer Fees Amount			
Inspection Period (Days)	0	0	0
Other Expense Description 1			
Other Expense Amount 1			
Per Diem Amount	50	50	50
FHA/VA Allowable Costs			
Other Expense Description 2			
Other Expense Amount 2			
Comments 2			
Commission Percent	3.58	3.58	3.58
Commission Amount	1249.42	1249.42	1249.42
Commission Percent Split - LA	0.00	0.00	0.00
Commission Percent Split - BA	3.58	3.58	3.58
Commission Percent Split- Misc Desc			



5/21/2012

Property Full Report, Single Family Residential, MLS#: 4150598

**980 Euclid Street, St. Paul, MN 55106****Status: Active****List Price: \$34,900****Original List Price: \$34,900**

Map Page: 108

Map Coord: D4

Directions: **From I94 exit onto Mounds Blvd. turn onto E 6th St, Take a right on Forest St, take a right on Euclid Street. Home will be on left.**

Neighborhood: **Dayton's Bluff**Style: **(SF) Two Stories**Const Status: **Previously Owned**Foundation Size: **912**Above Ground Finished SqFt: **1,277**Below Ground Finished SqFt: **0**Total Finished SqFt: **1,277**List Date: **5/8/12**Received By MLS: **5/8/12**Year Built: **1906**Bedrooms: **3**Total Baths: **2**Garage: **1**Acres: **0.11**Lot Size: **40X124**

Fire #:

Days On Market: **13****TAX INFORMATION**Property ID: **332922310138**Tax Year: **2011**Tax Amt: **\$978**Assess Bal: **\$272**Tax w/assess: **\$1,250**Assess Pend: **Yes**Homestead: **Yes****An Offer Has Been Accepted Contingent Upon: Inspection****General Property Information**Legal Description: **A GOTZIANS SUB B77 LYMAN&DAYTO LOT 20 BLK 77**County: **Ramsey**School District: **625 - St. Paul, 651-632-3701**Mfg Home w/HUD ID #: **No**

Complex/Dev/Sub:

Common Wall: **No**

Road Frontage:

Zoning: **Residential-Single**Accessibility: **None****Remarks**

Agent Remarks: **Bank of America employees and household members of the Bank are prohibited from purchasing this property, whether directly or indirectly. See Supplements. BoA Pre-qual required with non-cash offers, call 866-368-2840 and select option 2. Fax offers.**

Public Remarks: **Lots of space and lots of potential in this two story home in Dayton's Bluff. Just blocks from Dayton's Bluff Recreation Center and the Elementary school. Easy access to highway and downtown St. Paul.**

**Structure Information**

Room	Level	Dimen	Other Rooms	Level	Dimen	Heat:	Hot Water
Living Rm	Main	14x14				Fuel:	Natural Gas
Dining Rm	Main	14x14				Air Cnd:	None
Family Rm						Water:	City Water/Connected
Kitchen	Main	12x04				Sewer:	City Sewer/Connected
Bedroom 1	Main	12x10				Garage Stalls:	1
Bedroom 2	Upper	10x10				Garage Stall #:	
Bedroom 3	Upper	10x10				Other Parking:	
Bedroom 4	Upper	12x10				Pool:	
			<b>Bathrooms:</b>	Total: <b>2</b>	Full: <b>2</b>		
				3/4: <b>0</b>	1/2: <b>0</b>	1/4: <b>0</b>	

Fireplaces: **0**

Fireplace Characteristics:

Basement:

**Full**

Exterior:

**Metal/Vinyl**

Parking Char:

**Detached Garage****Financial****Cooperating Broker Compensation**Buyer Broker Comp: **3 %**Sub-Agent Comp: **0 %**Facilitator Comp: **0 %**Variable Rate: **N**List Type: **Exclusive Right**In Foreclosure?: **No**Lender Owned?: **Not Disclosed**Potential Short Sale?: **No**Owner is an Agent?: **No**

Sellers Terms:

Existing Fin:

Listing Agent: **Jason P. Stockwell 952-848-2575**Listing Office: **RE/MAX Results**

Appt Phone:

Office Phone: **952-848-2400**This Report Prepared By: **Jason P. Stockwell 952-848-2575**

REO # 00916609

**Bank of America, N.A.**

**REAL ESTATE PURCHASE ADDENDUM**

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract dated \*\*\*05/09/2012\*\* between ("Seller" and the term "Seller" shall also include

Bank of America, N.A.) and Marpe ("Buyer") for the property improvements located at the following Development LLC

address: 980 EUCLID STREET SAINT PAUL MN 55106 ("Property"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties."

The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

**1. LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:**

**BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, SELLER HAS NEVER OCCUPIED THE PROPERTY, AND SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS" (AS MORE FULLY SET FORTH IN SECTION 13 OF THIS ADDENDUM).**

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN SECTION 26 OF THIS ADDENDUM, AND ALL REFERENCES IN THIS ADDENDUM TO "CLAIMS," "CLAIM," "Claims," Or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THE AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN SELLING A CURRENT OR PRIOR RESIDENCE OR TERMINATING A LEASE ON A CURRENT OR PRIOR RESIDENCE, OBTAINING OTHER LIVING ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO NO MORE THAN:**


**(A) A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF THE SALE TO BUYER DOES NOT CLOSE; AND**

**(B) THE LESSER OF BUYER'S ACTUAL DAMAGES OR \$5,000.00 IF THE SALE TO BUYER CLOSSES.**

**BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF BUYER MATERIALLY BREACHES THE AGREEMENT.**

**BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF**

BUYER (Initials) 

SELLER (Initials)  DS

**ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.**

**ANY REFERENCE TO A RETURN OF THE BUYER'S EARNEST MONEY DEPOSIT CONTAINED IN THE AGREEMENT SHALL MEAN A RETURN OF THE EARNEST MONEY DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO THE BUYER UNDER THE AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT THE BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW THE BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND THE BUYER ACKNOWLEDGES THAT A RETURN OF ITS EARNEST MONEY DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE THE BUYER FOR ALL CLAIMS. UPON RETURN OF THE EARNEST MONEY DEPOSIT TO THE BUYER, THE AGREEMENT SHALL BE TERMINATED, AND THE BUYER AND THE SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THE AGREEMENT. IF THE SALE TO BUYER CLOSSES AND SELLER COMPENSATES BUYER AS PROVIDED ABOVE FOR BUYER'S ACTUAL DAMAGES, IF ANY, THEN THE BUYER AND THE SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THE AGREEMENT.**

**SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THE AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER.**

**THE BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:**

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST THE SELLER FOR SPECIFIC PERFORMANCE;**
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THE AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**
- (C) RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT THE SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY BUYER;**
- (D) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING UNLESS SUCH CLAIMS ARE MATERIAL AND BUYER NOTIFIES SELLER IN WRITING OF SUCH CLAIMS WITHIN THIRTY (30) DAYS OF THE CLOSING DATE;**
- (E) ANY REMEDY OF ANY KIND THAT THE BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THE AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM;**
- (F) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT;**
- (H) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD THE SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;**

BUYER (Initials) DPB

SELLER (Initials) DS  
dd

(J) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND

(K) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR BROKER.

References to the "Seller" in this Section I of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 26 of this Addendum, and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 26).

Buyer initials DPB

2. Effective Date: The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement, notwithstanding any prior understanding or agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller before the Seller accepts a competing offer, or gives verbal or written notice of revocation to the Buyer, the Buyer's agent or attorney, or the listing agent. The Agreement must be approved by the Seller's management, and it must be signed by all parties in order to be binding.

3. Purchase Price:

Purchase Price: \$ 34900
Down Payment: \$ 34900
Loan Amount (nte): \$ 0

4. Earnest Money Deposit:

If applicable, escrow will be opened by both parties immediately following the Effective Date with an escrow/closing agent acceptable to the Seller. The Buyer's earnest money deposit of \$ 5000 is to be delivered to Seller's listing agent to be held pursuant to local law and custom, within 24 hours of the Effective Date.

5. Financing: The Agreement (check one): ( ) is (X) is not contingent on the Buyer obtaining financing for the purchase of the Property. If the Agreement is contingent on financing, the type of financing shall be the following (check one):

- Conventional
FHA
VA
Other (specify: CMSTH)

(a) If the Agreement is contingent on financing, the Buyer shall apply for a loan in the amount of \$ 0 with a term of years, at prevailing rates, terms and conditions. The Buyer shall complete and submit to a mortgage lender an application for a mortgage loan containing the terms set forth in this paragraph within three (3) business days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment within fifteen (15) calendar days from the said date. If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment by the specified date, then either the Buyer or the Seller may terminate the Agreement by giving written notice to the other Party. The Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under the Agreement. The Buyer agrees

BUYER (Initials) DPB

SELLER (Initials) ll

to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from the lender that results in the denial of the mortgage loan shall be considered a material breach of the Agreement and the Seller shall be entitled to retain any earnest money deposited by Buyer.

If the Agreement is contingent on financing, as a sales condition, Buyer must obtain a pre-approval letter from a branch office of Bank of America, N.A. for a mortgage loan in an amount and under terms sufficient for Buyer to perform its obligations under the Agreement, and such letter must accompany the Agreement. The pre-approval shall include, but is not limited to, the pre-approval letter, a satisfactory credit report, and proof of funds sufficient to meet Buyer's obligations under the Agreement. Buyer's submission of proof of pre-approval is a condition precedent to Seller's acceptance of Buyer's offer. Seller may require Buyer to obtain, at no cost to Buyer, loan pre-approval as Seller may direct. Notwithstanding any Seller required pre-approval, Buyer is not required to obtain financing from Bank of America, N.A. or Seller-Buyer may obtain financing from any source.

- (b) Cash Offer: Buyer shall provide Seller proof of liquid funds on deposit in the United States sufficient to close this transaction. Such proof shall be provided within three (3) business days of the Effective Date and shall be subject to Seller's approval. The Property shall remain on the market until such proof of funds is accepted by Seller. Notwithstanding the terms provided in Section 12 for inspection of the Property, in the event of a noncontingent cash offer all inspections shall be completed and any notice of disapproval shall be given to Seller within seven (7) calendar days of the Effective Date. Failure to timely notify Seller of any disapproval shall be deemed acceptance by Buyer of the inspection results and the condition of the Property. Cash offers shall not be subject to any contingency, unless specifically described in Section 10 of this Addendum.
- (c) The Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by the Buyer. Any change of the loan type, loan terms, financing, or Buyer's lender after the Agreement has been entered into shall be subject to Seller's approval and may require, at Seller's sole discretion, renegotiation of all or some of the terms of the Agreement.

6. Other Financial Terms

**Requested Closing Costs to Be Paid by Seller on Behalf of Buyer:**

(limited to loan guidelines)

FHA/VA Allowable Costs:	\$ _____
Other Loan Types Non Allowable:	\$ _____
Property Transfer Taxes:	\$ _____
Home Protection Policy:	\$ 0 _____
Other: <u>Buyer Closing Cost</u>	\$ 0 _____
Other: _____	\$ _____
<b>TOTAL:</b>	<b>\$ 0 _____</b>

**Requested Repairs:**

By Buyer/Lender (nte):	\$ _____
Fumigation/Chemical only:	\$ _____
Termite Repairs (nte):	\$ 0 _____
Pest Report Fee (nte):	\$ 0 _____
Other: <u>Buyer agrees to use sellers of</u>	\$ 0 _____
<b>TOTAL:</b>	<b>\$ 0 _____</b>

BUYER (Initials)     *MB*    

SELLER (Initials)     *DS*  
*ll*



Notwithstanding any provision in the Agreement to the contrary, if Seller agrees in the Agreement to pay any of Buyer's closing costs, then Seller shall only pay the lesser of Buyer's actual closing costs and the closing costs that Seller has agreed to pay in the Agreement. Section 17 has additional provisions pertaining to closing costs.

7. Time of the Essence; Closing Date:

- (a) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any extension thereof.
- (b) The closing shall take place on or before 07 06 2012, or within five (5) calendar days of final loan approval by the lender, whichever is earlier ("Closing Date"), unless the Closing Date is extended in writing signed by the Seller and the Buyer, or extended by the Seller under the terms of the Agreement. The closing shall be held in the offices of the Seller's attorney or agent, or at a place so designated and approved by the Seller, unless otherwise required by applicable law. If the closing does not occur (through no fault of Seller) by the date specified in this Section 7 of this Addendum or in any extension, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages.

8. Extension of Closing Date; Per Diem Interest: Any request for extension of the Closing Date by Buyer must be in writing and approved by the Seller, and the Buyer agrees to pay to the Seller a per diem of one-tenth (1/10<sup>th</sup>) of one percent (1%) of the purchase price, but not less than \$50.00 per day, towards Seller's carrying costs, through and including the Closing Date specified in the written extension. If the sale does not close by the date specified in the written extension agreement, the Seller may retain the earnest money deposit and the accrued per diem payment as liquidated damages. This provision is not applicable if Buyer obtains FHA/VA financing for the purchase, or for delays caused by Seller.

Buyer initials 


9. The Buyer (check one):  does  does not intend to use and occupy the Property as Buyer's primary residence.

10. Additional Terms or Conditions:

BUYER WELCOME TO CLOSE EARLY - CLOSING COMPANY TO ACCOMMODATE AN EARLY CLOSING REGARDLES OF SCHEDULED COE DATE ON CONTRACT BUYER AGREES TO USE SELLER'S CHOICE OF TITLE/CLOSING. SELLER TO PAY CUSTOMARY FEES DEED RESTRICTION LANGUAGE: THE GRANTEE(S), OR PURCHASER(S), OF THE PROPERTY MAY NOT RE-SELL, RECORD AN ADDITIONAL CONVEYANCE DOCUMENT, OR OTHERWISE TRANSFER TITLE TO THE PROPERTY WITHIN 60 DAYS FOLLOWING THE GRANTOR'S EXECUTION OF THIS DEED. BUYER IS WELCOMED TO CLOSE PRIOR TO THE SCHEDULED COE DATE SELLER WILL NOT OFFER ANY CREDITS/CONCESSIONS/REPAIRS AS IS SALE - SELLER WILL MAKE NO REPAIRS - BUYER IS AWARE AND AGREES

11. Attachments:

BUYER (Initials) 

SELLER (Initials) 

12. Inspections:

(a) On or before ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (b) above) from the Effective Date, the Buyer shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or Buyer shall be deemed to have 1) waived such inspections and any objections to the condition of the Property, and 2) accepted the condition of the Property. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller and the Indemnified Parties harmless from all Claims arising out of or relating in any way to the Buyer's inspections, and the Buyer shall repair the Property, at Buyer's sole expense, for all such Claims. The Buyer shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Buyer shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized the Property and the Buyer desires to have the Property inspected, the listing agent will have the Property dewinterized prior to inspection and rewinterized after inspection. The Buyer agrees to pay this expense in advance to the listing agent. The amount paid under this provision shall be nonrefundable.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer, but not later than ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (b) above) from the Effective Date, whichever first occurs, the Buyer shall provide written notice to the Seller of any items disapproved or problems with the condition of the Property. The Buyer's failure to provide such written notice to Seller shall be deemed as Buyer's acceptance of the condition of the Property. The Buyer shall immediately provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Buyer's disapproval of the condition of the Property is based. In no event shall the Seller be obligated to make any repairs or replacements, or correct any problems or defects that may be indicated in the Buyer's inspection reports. The Seller may, at its sole discretion, make such repairs, replacements, or corrections to the Property. If the Seller elects not to repair or correct the Property, the Buyer may cancel the Agreement within five (5) calendar days of receiving notice from Seller that Seller elects not to repair or correct the Property. If Buyer timely notifies Seller of such cancellation, then Buyer shall receive all earnest money deposited. If the Seller elects to make any such repairs or corrections to the Property, the Seller shall notify the Buyer after completion of the repairs or corrections and the Buyer shall have five (5) calendar days from the date of such notice, to inspect the repairs or corrections and notify the Seller of any items disapproved. The Buyer's failure to notify Seller of any items disapproved shall be deemed acceptance by Buyer of the condition of the Property.

In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon Buyer's request, the Buyer may review such reports, but the Buyer acknowledges that such inspection reports were prepared for the sole use and benefit of the Seller. Buyer shall not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property, and such reports shall not serve as a basis for Buyer to terminate the Agreement.

(b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions, and bylaws of the condominium or planned unit development or cooperative within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Buyer in obtaining a copy of the covenants, conditions and restrictions, and bylaws. The Buyer will be deemed to have accepted the covenants, conditions and restrictions, and bylaws if the Buyer does not notify the Seller in writing within fifteen (15) calendar days of the Effective Date of the Buyer's objection to the covenants, conditions and restrictions, and/or bylaws.

13. **CONDITION OF PROPERTY: THE BUYER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS, AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER, THE BUYER ACKNOWLEDGES**

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AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER ACKNOWLEDGES THAT THE SELLER, AND ITS AGENTS, BROKERS, AND REPRESENTATIVES HAVE NOT MADE, AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN, WITH RESPECT TO:

- (A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY;
- (B) THE CONFORMITY OF THE PROPERTY TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, STATUTES, RULES, ORDINANCES, OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES THAT HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS, AND/OR ANY REMODELING OF THE STRUCTURE;
- (C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT OR NON-APPARENT OR LATENT, THAT NOW EXIST OR MAY HEREAFTER EXIST AND THAT, IF KNOWN TO BUYER, WOULD CAUSE BUYER TO REFUSE TO PURCHASE THE PROPERTY; AND
- (D) THE EXISTENCE, LOCATION, SIZE, OR CONDITION OF ANY OUTBUILDINGS OR SHEDS ON THE PROPERTY.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies, or respiratory problems, and pets. Mold has also been reported to cause extensive damage to personal and real property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation, and obvious Mold growth, are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, representatives, brokers, or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs, or remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects, and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property; (B) If Buyer proceeds to close on the purchase of the Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not, in any way, relied upon any representations or warranties of Seller, or Seller's employees, officers, directors, contractors, representatives, brokers, or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

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In the event the Property is affected by an environmental hazard either Party may terminate the Agreement. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate the Agreement or delay the date of closing or the Buyer may terminate the Agreement. In the event the Agreement is terminated by either Buyer or Seller pursuant to this Section 13, any earnest money deposit will be returned to the Buyer. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Buyer nor the Seller terminate the Agreement, the Buyer agrees (A) to accept the Property subject to the violations, and (B) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer at the time of closing. The Buyer agrees that Seller and the Indemnified Parties shall have no liability for any Claims that the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

The Seller may be exempt from filing a disclosure statement regarding the condition of the Property because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed by law, Buyer waives any right to receive a disclosure statement from Seller, and Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if the law requires the waiver to be in a separate form.

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- 14. **Repairs:** All treatments for wood infesting organisms and all repairs shall be completed by a vendor approved by the Seller, and shall be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation. Neither the Buyer, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer, or its representatives, make repairs and/or treatments to the Property prior to closing, the Buyer hereby agrees to release and indemnify the Seller and the Indemnified Parties from and against any and all Claims related in any way to the repairs and/or treatments, and Buyer further agrees, at Seller's request, to execute a separate release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer unless and until the sale of the Property closes in accordance with the Agreement, and if Buyer closes Buyer acknowledges that the Buyer has inspected or has been given the opportunity to inspect all repairs and treatments. Any repairs or treatments made, or caused to be made, by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. The Buyer acknowledges that closing on this transaction shall be deemed to be the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and with all repairs and treatments to the Property. Further, if Buyer closes, Buyer waives all Claims arising out of relating in any way to the condition of, or treatments or repairs to, the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Buyer any receipts for repairs or treatments, written statements indicating dates or types of repairs

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and/or treatments, copies of such receipts or statements, or any other documentation regarding any repairs and treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS, OR TREATMENTS TO THE PROPERTY.**

- 15. **Occupancy Status of Property:** The Buyer acknowledges that neither the Seller, nor its representatives, brokers, agents or assigns, has made any warranties or representations, implied or express, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 10 of this Addendum. The Seller, and its representatives, brokers, agents, and assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 10 of this Addendum.

The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (A) is not holding any security deposits from former or current tenants, and (B) has no information as to any security deposits that may have been paid by former or current tenants to anyone. Buyer agrees that no sums representing such tenant security deposits or any rights, title, or interest in such deposits shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of such security deposits to any tenants pursuant to the provisions of applicable laws and regulations. All rents that are due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 17 of this Addendum.

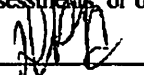
The Buyer acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Buyer agrees that upon the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations, will be the Buyer's sole responsibility.


Buyer understands that the Property may be subject to redemption by the prior owner upon payment of certain sums, and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event the right of redemption is exercised.

- 16. **Personal Property:** Items of personal property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage door openers, now or hereafter located on the Property, are not included in this sale or the purchase price unless the personal property is specifically described and referenced in Section 10 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties, and therefore, may be removed from the Property prior to or after the Closing Date. The Seller makes no representations or warranties as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Buyer assumes responsibility for any personal property remaining on the Property at the time of closing.

- 17. **Closing Costs and Adjustments:**

- (a) The Buyer and the Seller agree to prorate the following expenses as of closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. In determining prorations, the Closing Date shall be allocated to the Buyer. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Buyer and the Seller as of the Closing Date with payments not yet due and owing to be assumed by the Buyer without credit toward the purchase price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid, or to be paid after closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised or assessed value of the Property. If the Property is heated by, or has storage tanks for fuel oil, liquefied petroleum gases, or similar fuels, the Buyer will buy the fuel in the tank at closing at the current price as calculated by the supplier. In the event the Seller has paid any taxes, special assessments, or other fees and there is a refund of any such taxes, assessments, or fees after closing, Buyer, as the

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then current owner of the Property, or the closing agent, in the event of a holdback for payment of such items, shall immediately remit the refund to the Seller.

- (b) Seller shall only pay those closing costs and fees associated with the transfer of the Property that local custom or practice clearly allocates to Seller and any closing costs and fees specifically agreed to in Section 6, and Buyer shall pay all remaining fees and costs. Notwithstanding the foregoing, FHA/VA allocation of closing costs shall apply when applicable.
- (c) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker. Unless disclosed to Seller, Buyer represents that Buyer is not a real estate licensee, and that the real estate licensee representing Buyer is not related to, or affiliated with Buyer.

- 18. **Delivery of Funds:** Regardless of local custom or practice, Buyer shall deliver all funds due the Seller from the sale by wire transfer or in the form of cash, bank check, or certified check to the closing agent prior to delivery of the deed by the Seller to the Buyer.
- 19. **Certificate of Occupancy:** If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall make application for all required Certificates of Occupancy within ten (10) calendar days of the Effective Date. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement.
- 20. **Delivery of Possession of Property:** The Seller shall deliver possession of the Property to the Buyer at closing and funding of the sale. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 15 of this Addendum. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, then: (A) Such event shall constitute a material breach by the Buyer under the Agreement; (B) The Seller may terminate the Agreement; (C) The Buyer shall be liable to the Seller for all Claims caused by any such alteration or occupation of the Property prior to closing and funding; and (D) Buyer waives all Claims for improvements made by the Buyer to the Property including, but not limited to, any Claims for unjust enrichment.
- 21. **Deed:** The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.
- 22. **Defects in Title:** If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in the Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Buyer shall perform pursuant to the terms set forth in the Agreement. The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property, or (C) make the title marketable or insurable. Any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Buyer acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. In the event the Seller is not able to (A) make the title insurable or correct all title problems, or (B) obtain title insurance for the Property from a reputable title insurance company, either Party may terminate the Agreement and any earnest money deposit will be returned to the Buyer as the Buyer's sole remedy at law or equity.

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23. Representations and Warranties:

In addition to Buyer's representations and warranties made elsewhere herein, such as those found in Section 13 of this Addendum, the Buyer represents and warrants to the Seller the following:

- (a) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 10 of this Addendum;
- (c) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality, or workmanship of any repairs made by the Seller;
- (d) The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and funding, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing; and
- (e) Buyer is not an officer, an employee, a director, or a Business Partner (as defined below) of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies. Buyer understands and acknowledges that Seller prohibits such persons from purchasing the Property, directly, indirectly, or through a family member or an interest in a partnership, corporation, joint venture, trust, or other entity. "Business Partner" shall mean any agent, broker, appraiser, attorney, trustee, property inspection or preservation company, title company, representative, or vendor of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies.

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24. Conditions to the Seller's Performance: The Seller shall have the right, at the Seller's sole discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) the Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;
- (c) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing lender, or any other party, release the servicing of or repurchase such loan or the Property;
- (d) full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing Date;
- (e) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (f) the Buyer is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement,

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entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or

(g) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Buyer, or any related transactions, are in any way associated with illegal activity of any kind.

In the event the Seller elects to terminate the Agreement as a result of (a), (b), (c), (d), (e) or (g) above, the Seller shall return the Buyer's earnest money deposit and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 30 of this Addendum.

25. Seller's Remedies for Buyer's Default:

In the event of Buyer's material breach or material misrepresentation of any fact under the terms of the Agreement, (1) the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Buyer as liquidated damages and/or invoke any other remedy expressly set out in the Agreement or available under applicable law, (2) the Seller is automatically released from the obligation to sell the Property to the Buyer, and (3) Seller and the Indemnified Parties shall not be liable to the Buyer for any Claims arising out of or relating in any way to the Seller's failure to sell and convey the Property to Buyer.

26. Indemnification: The Buyer agrees to indemnify, defend and hold harmless Seller, and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors, and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to:

- (a) inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for real property taxes, homeowner's association dues or assessment, or any other items prorated at closing under Section 17 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Buyer received a credit at closing under Section 17 of this Addendum;
- (d) the Buyer or the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or
- (e) The Buyer's breach of or failure to comply fully with any provision in the Agreement.

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27. Risk of Loss: In the event of fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price provided in Section 3 herein with no reduction for such loss, or (b) terminate the Agreement and receive a refund of any earnest money deposit.

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- 28. **Eminent Domain:** In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither Party shall have any further rights or liabilities hereunder, except as provided in Section 30 of this Addendum.
- 29. **Keys:** Buyer is aware that the property may be on a master key system. Buyer is encouraged to re-key the property after closing. Buyer agrees to hold Seller and the Indemnified Parties harmless for any Claims relating in any way to any theft or damage of personal property that occurs after the Closing Date.
- 30. **Survival:** Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, the provisions of Sections 1, 13, 14, 15, 17, 19, 20, 23, 25, 26, 27, 28, 30, and 47 of this Addendum, as well as any other provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.
- 31. **Title and Closing:** The providers of title and escrow/closing services shall be designated by Seller. Seller shall pay for Standard ALTA Homeowners policy of title insurance. Buyer is hereby notified that LandSafe Title Company is an affiliate of Seller.
- 32. **Severability:** If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
- 33. **Termination of Agreement:** If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement pursuant to Section 30 of this Addendum.
- 34. **Assignment of Agreement:** The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.
- 35. **Modification and Waiver:** No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.
- 36. **Rights of Others:** The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.
- 37. **Counterparts and Facsimile:** The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.
- 38. **Headings:** The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.
- 39. **Gender:** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

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SELLER (Initials)     *DS*  
*ca*

- 40. **Force Majeure:** Except as provided in Section 27 to this Addendum, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.
- 41. **Attorney Review:** The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- 42. **Notices:** Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first class mail, postage paid. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Buyer shall be deemed sent or delivered and effective when sent or delivered to the Buyer or the Buyer's attorney or agent at the address or fax number shown below.
- 43. **Dispute Resolution:** At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.
- 44. **EFFECT OF ADDENDUM:** THIS REAL ESTATE PURCHASE ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.
- 45. **Initials:** Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis some sections or provisions in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.
- 46. **Entire Agreement:** The Agreement (including any disclosure of information on lead based paint or hazards, and other disclosure forms or notices required by law to be provided to Buyer) constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants, and agreements. Further, Buyer and Seller represent that there are no oral or other written agreements between the Parties. **ALL NEGOTIATIONS ARE MERGED INTO THE AGREEMENT, AND NO ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERSTANDINGS, COMMUNICATIONS, AGREEMENTS, OR INFORMATION MADE OR PROVIDED BY THE SELLER, OR SELLER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BROKERS, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON SELLER'S OR SELLER'S AGENT OR BROKER'S WEB SITES, SALES BROCHURES, OR ON THE MULTIPLE LISTING SERVICE SHALL BE DEEMED VALID OR BINDING UPON THE SELLER, UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT.**

BUYER (Initials) DA

SELLER (Initials) DS  
aa

- 47. Attorneys' Fees, Court Costs, and Legal Expenses: In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.
- 48. LANGUAGE IN BOLD OR CAPITALIZED: FOR EMPHASIS AND BUYER'S BENEFIT SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

IN WITNESS WHEREOF, the Buyer and the Seller have entered into the Agreement effective as of the date it is executed by Seller as set forth below.

**BUYER(S):**

Signature: Melpe Development  
 Date: 5/19/12  
 Print Name: MARPE DEVELOPMENT  
 Address: 330 TONDIDGE CR  
WAYZATA, MN 55391

Telephone: 612 718-5733  
 Fax: 612 455-1683

Signature: D Peter Harrington, treasurer  
 Date: 5/19/12  
 Print Name: D PETER HARRINGTON  
 Address: 330 Tondidge Cr  
Wayzata, MN 55391

Telephone: 612-718-5733  
 Fax: 612-455-1683

**SELLER:**

Bank of America, N.A. as Agent in Fact for:

DocuSigned by:  
Alicia Agüero  
 049049A7B3BB41E...

By: ALICIA AGÜERO

Title: ASSET MANAGER As Authorized Representative, N.A.

Date: 05/18/12 XXXX

5/21/2012

**BUYER'S AGENT:**

Buyer's Agent Name: D Peter Harrington  
 Address: 1 Groveland Terr 203

BUYER (Initials) PH

**SELLER'S AGENT:**

Seller's Agent Name: JASON STOCKWELL  
 Address: 5201 EDEN AVE

SELLER (Initials) DS  
aa

Melody

6124551683

p.18

Minneapolis MN 55403

Telephone: 612-718-5733

Fax: 612-455-1683

EDINA MN 55436

Telephone: 9528482542

Fax: 9528482410

**BUYER'S ATTORNEY:**

Name: JAMES MACCELLIS

Address: 8000 FLOUR EXCHANGE BLDG  
310 FORTH AVE S, MPLS

Telephone: 612 455-0500

Fax: 612 455-0501

**SELLER'S ATTORNEY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**CLOSER:**

Company Name: LIBERTY TITLE

Contact Person: KRISTAN BELFSON

Telephone: 763-450-1630

Fax: \_\_\_\_\_

**TITLE COMPANY:**

Company Name: LPS Default Title

Contact Person: L PS DEFAULT TITLE

Telephone: 7142477000

Fax: \_\_\_\_\_

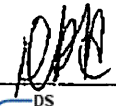
**BANK OF AMERICA CLOSING CONTACT:**

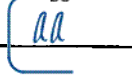
Escrow/Closing Officer Name: \_\_\_\_\_

Escrow/Closing Officer Phone No.: \_\_\_\_\_

Escrow/Closing Asst. Name: \_\_\_\_\_

Escrow/Closing Asst. Phone No.: \_\_\_\_\_

BUYER (Initials) 

SELLER (Initials) 



**WATER DAMAGE, TOXIC MOLD & ENVIRONMENTAL DISCLOSURE, RELEASE  
AND INDEMNIFICATION AGREEMENT**

The undersigned parties to a purchase contract dated May 18, 2012, for the purchase of the property and the improvements commonly known as 980 EUCLID STREET SAINT PAUL MN 55106 (the "Property") between Marpe Development LLC ("Buyer") and Bank of America, N.A. ("Seller"), acknowledge and agree as follows:

Seller hereby advises Buyer that the Property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold, and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and that individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure.

Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Sellers that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property.

Buyer also acknowledges that Buyer is buying the Property AS-IS. Buyer represents and warrants to Seller that Buyer has made (or will make before closing on the purchase of the Property) his/her own inspection and evaluation of the Property to Buyer's complete satisfaction, and Buyer accepts the Property AS-IS at the time of closing. Buyer is electing to purchase the Property from Seller in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

Buyer understands and acknowledges that the Property was acquired by Seller through foreclosure, deed-in-lieu of foreclosure, or similar process, that Seller has never occupied the Property, and that Seller has little or no direct knowledge regarding the condition of the Property. Buyer further acknowledges that Seller has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinances, codes, or standards ("Laws"). Buyer hereby agrees not to pursue any claims, losses, or damages, against Seller, or

Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, Buyer, for himself/herself, and for all Buyer's invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases Seller, and Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to, the existence of toxic mold, and/or any other environmental hazards or conditions on the Property ("Claims").

Buyer also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.

BUYER:

*Mace Development*  
*[Signature]*

Dated: 5/19/12

SELLER:

**Bank of America, N.A.**

DocuSigned by:  
 By *Alicia Agüero*  
 049049A7B3BB41E...

Title: AS Authorized Representative, N.A.

Dated: 5/21/2012



**PURCHASE AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

- 1. Date May 9, 2012
- 2. Page 1 of \_\_\_\_\_

- 3. RECEIVED OF Marpe Development LLc
- 4. \_\_\_\_\_
- 5. the sum of Five Thousand Dollars (\$ 5,000.00 )
- 6. by  CHECK  CASH  NOTE as earnest money to be deposited upon Final Acceptance of Purchase  
(Check one.)
- 7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of listing
- 8. broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted
- 9. by Seller.
- 10. Said earnest money is part payment for the purchase of the property located at
- 11. Street Address: 980 Euclid St
- 12. City of St. Paul , County of Ramsey
- 13. State of Minnesota, legally described as
- 14. A GOTZIANS SUB B77 LYMAN&DAYTO LOT 20 BLK 77
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. including all fixtures on the following property, if any, owned by Seller and used and located on said property,
- 18. including but not limited to garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings;
- 19. window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing
- 20. fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection
- 21. therewith), built-in air-conditioning equipment, electronic air filter, water softener  OWNED  RENTED  NONE,  
(Check one.)
- 22. built-in humidifier and dehumidifier, liquid fuel tank(s)  OWNED  RENTED  NONE and controls (if the  
(Check one.)
- 23. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers,
- 24. garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms;
- 25. ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and
- 26. heatilators; AND the following personal property:
- 27. None
- 28. \_\_\_\_\_
- 29. \_\_\_\_\_
- 30. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 34,900.00 )
- 31. Thirty-Four Thousand Nine Hundred Dollars,
- 32. which Buyer agrees to pay in the following manner:
- 33. 1. Cash of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
- 34. money; PLUS
- 35. 2. Financing of 0 percent (%) of the sale price, which will be the total amount secured against this property
- 36. to fund this purchase.
- 37. Such financing shall be (check one)  a first mortgage;  a contract for deed; or  a first mortgage with
- 38. subordinate financing, as described in the attached Addendum:
- 39.  Conventional  FHA  DVA  Assumption  Contract for Deed  Other: Cash  
(Check one.)
- 40. The date of closing shall be 5/31 , 20 12 .

EXIT Realty Metro

PURCHASE AGREEMENT

41. Page 2 Date May 9, 2012

42. Property located at 980 Euclid St St. Paul MN 55106

43. This Purchase Agreement  IS  IS NOT subject to a Contingency Addendum for sale of Buyer's property. (Check one.)

44. (If answer is IS, see attached Addendum.)

45. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)

47. This Purchase Agreement  IS  IS NOT subject to cancellation of a previously written purchase agreement (Check one.)

48. dated \_\_\_\_\_, 20\_\_\_\_\_.

49. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_, 20\_\_\_\_\_. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.)

53. Buyer has been made aware of the availability of property inspections. Buyer  Elects  Declines to have a property inspection performed at Buyer's expense. (Check one.)

55. This Purchase Agreement  IS  IS NOT subject to an Inspection Contingency Addendum. (Check one.)

56. (If answer is IS, see attached Addendum.)

57. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a

58.  Warranty Deed or  Other: \_\_\_\_\_ Deed joined in by spouse, if any, conveying (Check one.)

59. marketable title, subject to

- 60. (a) building and zoning laws, ordinances, and state and federal regulations;
61. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
62. (c) reservation of any mineral rights by the State of Minnesota;
63. (d) utility and drainage easements which do not interfere with existing improvements;

64. (e) rights of tenants as follows (unless specified, not subject to tenancies): None

65. \_\_\_\_\_; and

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

68. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

70.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale. (Check one.)

72.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing. (Check one.)

73. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

75.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement. (Check one.)

77.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.) (Check one.)



## EXIT Realty Metro

## PURCHASE AGREEMENT

81. Page 3 Date May 9, 2012

82. Property located at 980 Euclid St St. Paul MN 55106.
83. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise herein provided.
84. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
----- (Check one.) -----
85. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
86. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due  
----- (Check one.) -----
87. and payable in the year 20 12.
88. Seller shall pay  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due and  
----- (Check one.) -----
89. payable in the year 20 12. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date. Seller warrants taxes due and payable in the year 20 12 shall be  FULL-  PART-  NON-  
----- (Check one.) -----
90. homestead classification.
91. **If part- or non-homestead classification is checked**, Seller agrees to pay Buyer at closing \$ 0.00  
 92. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes  
 93. when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing  
 94. and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the  
 95. amount of subsequent real estate taxes.
96. **POSSESSION:** Seller shall deliver possession of the property no later than immediately after closing.  
 97. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property  
 98. by possession date.
99. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and  
 100. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of  
 101. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
102. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance of this Purchase Agreement:  
 103. (a) Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if  
 104. in Seller's possession or control, to Buyer or Buyer's designated title service provider; and  
 105. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including  
 106. but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's  
 107. title opinion at Buyer's selection and cost and provide a copy to Seller.
108. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs  
 109. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the  
 110. following:
111. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to  
 112. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to  
 113. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such  
 114. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or  
 115. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either  
 116. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*  
 117. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded  
 118. to Buyer.

MN:PA-3 (8/11)

## EXIT Realty Metro

## PURCHASE AGREEMENT

129. Page 4 Date May 9, 2012130. Property located at 980 Euclid St St. Paul MN 55106

131. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay  
 132. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description  
 133. of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants  
 134. that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that  
 135. there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the  
 136. deed or contract for deed.

137. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
 138. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with  
 139. construction, alteration or repair of any structure on, or improvement to, the property.

140. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
 141. proceedings, or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller  
 142. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
 143. such notices received by Seller shall be provided to Buyer immediately.

144. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided  
 145. by Seller or broker may be approximate. Some information may have been provided by third parties and information  
 146. may be reliable but not guaranteed. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material,  
 147. at Buyer's sole cost and expense.

148. **ACCESS:** Seller agrees to allow reasonable access to the property for performance of any surveys or inspections  
 149. agreed to herein.

150. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any  
 151. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property  
 152. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,  
 153. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
 154. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 155. directing all earnest money paid hereunder to be refunded to Buyer.

156. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

157. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed  
 158. by the parties shall constitute the entire agreement between Seller and Buyer and supersedes any other written or  
 159. oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing  
 160. signed by Seller and Buyer or by operation of law. The parties agree the electronic signature of any party on any document  
 161. related to this transaction constitute valid, binding signatures. All monetary sums are deemed to be United States  
 162. currency for purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which  
 163. may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

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

166. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
 167. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
 168. ending at 11:59 P.M. on the last day.

169. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless  
 170. stated elsewhere by the parties in writing.

171. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement  
 172. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or  
 173. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase  
 174. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is  
 175. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217,  
 176. Subd. 4.

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

**EXIT Realty Metro**

**PURCHASE AGREEMENT**

180. Page 5 Date May 9, 2012

181. Property located at 980 Euclid St St. Paul MN 55106

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

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

190.  A Home Protection/Warranty Plan will be obtained and paid by  BUYER  SELLER to be issued by \_\_\_\_\_  
(Check one.)

191. \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_

192.  There will be no Home Protection/Warranty Plan as part of this Agreement.

193. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted:

195. None

196. \_\_\_\_\_

197. \_\_\_\_\_

198. \_\_\_\_\_

199. \_\_\_\_\_

200. (Check appropriate boxes.)

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

202. CITY SEWER  YES  NO / CITY WATER  YES  NO

203. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

204. SELLER CERTIFIES THAT SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see *Subsurface Sewage Treatment System Disclosure Statement*.)

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

207. **PRIVATE WELL**

208. SELLER CERTIFIES THAT SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the property, see *Well Disclosure Statement*.)

209. PROPERTY. (If answer is DOES and well is located on the property, see *Well Disclosure Statement*.)

210. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached *Addendum*.)

211. AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached *Addendum*.)

212. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT.

# EXIT Realty Metro

# PURCHASE AGREEMENT

215. Page 6 Date May 9, 2012

216. Property located at 980 Euclid St St. Paul MN 55106

217. SELLER WARRANTS THAT CENTRAL AIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED  
218. AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS  
219. NOTED IN THIS PURCHASE AGREEMENT.

220. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO  
221. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF  
222. THIS PURCHASE AGREEMENT.

223. BUYER  HAS  HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A  
(Check one.)  
224. SELLER'S DISCLOSURE ALTERNATIVES FORM.

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

226. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM  
227. ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.

228. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE  
229. PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF  
230. THE PROPERTY.

231.

### NOTICE

232. D Peter Harrington is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

233. EXIT Realty Metro  
(Real Estate Company Name)

234. Jason Stockwell is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

235. RE/MAX Results  
(Real Estate Company Name)

236. THIS NOTICE DOES **NOT** SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

237.

### DUAL AGENCY REPRESENTATION

238. PLEASE CHECK **ONE** OF THE FOLLOWING SELECTIONS:

239.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 240-256.*

240.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 241-256.*

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

246. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
247. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
248. information will be shared;

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

250. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
251. the sale.

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

254. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

255. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

256. Date \_\_\_\_\_ Date \_\_\_\_\_

# EXIT Realty Metro

# PURCHASE AGREEMENT

257. Page 7 Date May 9, 2012

258. Property located at 980 Euclid St St. Paul MN 55106

259. OTHER:

260. Peter Harrington, agent, is a member of Marpe Development LLC

261. \_\_\_\_\_

262. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

263. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

264. I, the owner of the property, accept this Purchase  
265. Agreement and authorize the listing broker to withdraw  
266. said property from the market, unless instructed  
267. otherwise in writing.  
268. I have reviewed all pages of this Purchase Agreement.

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

269.  If checked, this Purchase Agreement is subject to  
270. attached **Counteroffer Addendum**.

DocuSigned by:  
Alicia Agüero 5/21/2012  
049049A7B3BB41E...  
(Seller's Signature) (Date)

X [Signature] 5/9/12  
(Buyer's Signature) (Date)

As Authorized Representative, N.A.

272. X \_\_\_\_\_  
(Seller's Printed Name)

X Marpe Development LLC  
(Buyer's Printed Name)

273. X \_\_\_\_\_  
(Marital Status)

X J Peter Harrington  
(Marital Status)

274. X \_\_\_\_\_  
(Seller's Signature) (Date)

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

275. X \_\_\_\_\_  
(Seller's Printed Name)

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

276. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

277. **FINAL ACCEPTANCE DATE:** The date on which the fully executed Purchase Agreement is delivered.

278. \_\_\_\_\_

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

281. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE **ARBITRATION**  
282. **DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**, WHICH IS AN OPTIONAL,  
283. **VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

284. SELLER(S) Alicia Agüero  
049049A7B3BB41E...

BUYER(S) [Signature]  
Marpe Development LLC

285. SELLER(S) \_\_\_\_\_

BUYER(S) \_\_\_\_\_



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

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1. Date 5/9/12  
2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated 5/9, 20 12,  
4. pertaining to the purchase and sale of the property at 980 BUCLID ST,  
5. ST. PAUL, MN 55106

6. Section I: Lead Warning Statement

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

15. Seller's Disclosure (Initial)

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

29. Buyer's Acknowledgment (Initial)

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



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

38. Page

39. Property located at 988 EUCLID ST, ST. PAUL

40. Real Estate Licensee's Acknowledgement (initial)

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

43. Certification of Accuracy

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

DocuSigned by:

46. Alicia Agüero 5/21/2012  
(Seller) (Date)

[Signature] 5/9/12  
(Buyer) (Date)

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

MARPE DEVELOPMENT LLC  
(Buyer) (Date)

48. [Signature] 5/20/12  
(Real Estate Licensee) (Date)

[Signature] 5/9/12  
(Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-  
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection  
52. shall be completed within  ten (10)  \_\_\_\_\_ calendar days after Final Acceptance of the Purchase Agreement.  
(Check one.)

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or  
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting  
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific  
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller  
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections  
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to  
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a  
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to  
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,  
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee  
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/09)



**SELLER'S DISCLOSURE ALTERNATIVES**

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1. Date 5/9/12

2. Page 1 of \_\_\_\_\_ pages

3. Property located at 980 EUCLID ST, ST PAUL, MN

4. City of ST PAUL, County of RAMSEY, State of Minnesota.

**5. NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the prospective Buyer (see Seller's Property Disclosure Statement) or satisfy one of the following two options:

9. (Select one option only.)

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

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

19. The inspection report was prepared by \_\_\_\_\_

20. \_\_\_\_\_

21. and dated \_\_\_\_\_, 20\_\_\_\_\_.

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

23. \_\_\_\_\_  
24. \_\_\_\_\_  
25. \_\_\_\_\_  
26. \_\_\_\_\_  
27. \_\_\_\_\_  
28. \_\_\_\_\_

29. Seller discloses to Buyer the following material facts known by Seller that are not included in the above referenced inspection report.

30. \_\_\_\_\_  
31. \_\_\_\_\_  
32. \_\_\_\_\_  
33. \_\_\_\_\_  
34. \_\_\_\_\_  
35. \_\_\_\_\_

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

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

40. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.





SELLER'S DISCLOSURE ALTERNATIVES

41. Page 2

42. Property located at 980 EUCLID ST, ST. PAUL, MN

43. OTHER REQUIRED DISCLOSURES:

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

48. A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

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

52. [ ] There is a subsurface sewage treatment system on or serving the above-described real property.
53. (See Subsurface Sewage Treatment System Disclosure Statement.)

54. [ ] There is an abandoned subsurface sewage treatment system on the above-described real property.
55. (See Subsurface Sewage Treatment System Disclosure Statement.)

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

58. [X] Seller certifies that Seller does not know of any wells on the above-described real property.

59. [ ] Seller certifies there are one or more wells located on the above-described real property.
60. (See Well Disclosure Statement.)

61. Are there any wells serving the above-described property that are not located on the property? [ ] Yes [ ] No

62. Contaminated Well: Is there a well on or serving the property that contains contaminated water? [ ] Yes [ ] No

63. To your knowledge, is the property in a Special Well Construction Area? [ ] Yes [ ] No

64. Comments: \_\_\_\_\_

65. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 16)

66. There [ ] IS [X] IS NOT an exclusion from market value for home improvements on this property. Any valuation
67. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
68. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
69. consequences.

70. Additional comments: \_\_\_\_\_

71. D. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

73. [X] Seller is not aware of any methamphetamine production that has occurred on the property.

74. [ ] Seller is aware that methamphetamine production has occurred on the property.
75. (See Methamphetamine Production Disclosure Statement.)

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

80. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



SELLER'S DISCLOSURE ALTERNATIVES

83. Page 3

84. Property located at 980 EUCLID ST, ST. PAUL MN

85. F. [Signature] Buyer has had the opportunity to review page four (4) of this Agreement.  
(Initial) (Initial)

86. G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

90. H. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory  
91. offender registry and persons registered with the predatory offender registry under MN Statute 243.166  
92. may be obtained by contacting the local law enforcement offices in the community where the property is  
93. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections  
94. web site at www.corr.state.mn.us.

95. I. SELLER'S STATEMENT:

96. (To be signed at time of listing.)

97. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
98. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

99. Alicia Agüero 5/21/2012  
049049A7B3BB41E...  
(Seller) (Date) (Seller) (Date)

100. J. BUYER'S ACKNOWLEDGEMENT:

101. (To be signed at time of purchase agreement.)

102. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form  
103. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding  
104. material facts have been made, other than those made in this form.

105. [Signature] 5/19/12 Morpe Development LLC  
(Buyer) (Date) (Buyer) (Date)

106. K. ADDITIONAL DISCLOSURES:

107. \_\_\_\_\_  
108. \_\_\_\_\_  
109. \_\_\_\_\_

110. L. SELLER'S ACKNOWLEDGEMENT:

111. (To be signed at time of purchase agreement.)

112. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except  
113. for changes as indicated below, which have been signed and dated.

114. \_\_\_\_\_  
115. \_\_\_\_\_  
116. \_\_\_\_\_

DocuSigned by:  
Alicia Agüero 5/21/2012  
049049A7B3BB41E...  
117. (Seller) (Date) (Seller) (Date)

118. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



**SELLER'S DISCLOSURE ALTERNATIVES**  
119. Page 4

**120. M. OTHER INFORMATION:**

**121. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion  
122. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture  
123. leaving the home.

124. Examples of exterior moisture sources may be
- 125. • improper flashing around windows and doors,
  - 126. • improper grading,
  - 127. • flooding,
  - 128. • roof leaks.

129. Examples of interior moisture sources may be
- 130. • plumbing leaks,
  - 131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
  - 132. • overflow from tubs, sinks or toilets,
  - 133. • firewood stored indoors,
  - 134. • humidifier use,
  - 135. • inadequate venting of kitchen and bath humidity,
  - 136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
  - 137. • line-drying laundry indoors,
  - 138. • houseplants—watering them can generate large amounts of moisture.

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

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

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

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
151. Association of REALTORS® web site at [www.mnrealtor.com](http://www.mnrealtor.com).

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**  
153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**  
154. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER**

MN:SDA-4 (8/09)



## ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2.

### ARBITRATION DISCLOSURE

3.

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

12.

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

14.

16.

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

22.

The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation court is \$7,500. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

27.

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

30.

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

35.

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

42.

This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (888) 832-4792 or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions about arbitration, call NCDS at (888) 832-4792 or consult a lawyer.

47.

**THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**

48.

**BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:ADRAA-1 (8/09)



ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT 49. Page 2

50. THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
51. READ THE ARBITRATION DISCLOSURE ON PAGE ONE IN FULL BEFORE SIGNING.
52. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

53. For the property located at 980 EUCLID ST,
54. City of St. Paul, County of Ramsey, State of Minnesota.
55. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
56. enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement
57. dated 5/9, 2012, including claims of fraud, misrepresentation, warranty and
58. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
59. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
60. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
61. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one. This Agreement shall
62. survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is only enforceable if
63. all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to arbitrate as acknowledged
64. by signatures below.

DocuSigned by:
65. Alicia Agüero 5/21/2012
(Seller's Signature) (Date)

9/5/12
(Buyer's Signature) (Date)

66. (Seller's Printed Name)

MARPE DEVELOPMENT LLC
(Buyer's Printed Name)

67. (Seller's Signature) (Date)

DAVID HARRINGTON
(Buyer's Signature) (Date)

68. (Seller's Printed Name)

(Buyer's Printed Name)

69. j. Alfo 5/20/12
(Licensee Representing or Assisting Seller) (Date)

9/5/12
(Licensee Representing or Assisting Buyer) (Date)

70. RE/MAX Results
(Company Name)

Exit Realty Netco
(Company Name)

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



**BUYER PURCHASING "AS IS" ADDENDUM**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

1. Date May 9, 2012

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated 5/9, 20 12, pertaining  
4. to the purchase and sale of the property at 980 Euclid St  
5. St. Paul MN 55106

6. **DISCLOSURE REQUIRED:** Under Minnesota law, Sellers of residential property, except by waiver or with limited  
7. exceptions, are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely  
8. and significantly affect an ordinary Buyer's use or enjoyment of the property or any intended use of the property of  
9. which Seller is aware. Such a disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing  
10. or assisting any party in the transaction. Seller agrees to notify Buyer immediately in writing of any substantive changes  
11. from any prior representations regarding the property.

12. (Check appropriate box.)

13.  Buyer has received and had an opportunity to review the *Seller's Property Disclosure Statement*;  
14. or

15.  Buyer has received and had an opportunity to review the *Seller's Disclosure Alternatives* form.

16. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements  
17. and fixtures, is not new and is being purchased "AS IS".

18. Buyer understands that the property, as defined above, will be purchased in the condition it is in at the time of Purchase  
19. Agreement. Buyer shall have the right to a walk-through review of the property prior to closing. To the extent there  
20. is a material change in the condition of the property arising between the date of the Purchase Agreement and the  
21. closing date, Seller shall be responsible for restoring the property to substantially the same condition it was in on the  
22. date of the Purchase Agreement, except that Seller shall have **NO OBLIGATION OR RESPONSIBILITY** to repair or  
23. replace central air-conditioning, heating, plumbing (including subsurface sewage treatment systems, unless otherwise  
24. required by law), wiring systems or wells on the property if they fail between the date of Purchase Agreement and the  
25. date of closing. This provision voids lines 217-219 of the Purchase Agreement.

26. **RISK OF LOSS:** The Risk of Loss provision in the Purchase Agreement is modified as follows. If there is any loss  
27. or damage to the property between the date of Purchase Agreement and the date of closing for any reason, including fire,  
28. vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller except that Seller shall have **NO**  
29. **OBLIGATION OR RESPONSIBILITY** to repair or replace central air-conditioning, heating, plumbing (including subsurface  
30. sewage treatment systems, unless otherwise required by law), wiring systems or wells on the property if they fail between  
31. the date of Purchase Agreement and the date of closing. If the property is destroyed or substantially damaged before  
32. the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee  
33. representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign  
34. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder  
35. to be refunded to Buyer.

36. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the property or to have it inspected by a person of  
37. Buyer's choice, at Buyer's expense.

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

# EXIT Realty Metro

# BUYER PURCHASING "AS IS" ADDENDUM

40. Page \_\_\_\_\_

41. Property located at 980 Euclid St St. Paul MN 55106

42. **SETTLEMENT IS FINAL:** It is understood that Buyer accepts the property "AS IS." ANY WARRANTIES OF PHYSICAL  
43. **CONDITION OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT INCLUDING, BUT NOT LIMITED**  
44. **TO, CENTRAL AIR-CONDITIONING, HEATING, PLUMBING, WIRING, AND CONNECTION TO CITY SEWER AND**  
45. **CITY WATER ARE VOID.** This provision shall survive delivery of the deed or contract for deed. All other warranties  
46. specified in the Purchase Agreement remain the same.

47. **OTHER:**

48. None  
49. \_\_\_\_\_  
50. \_\_\_\_\_  
51. \_\_\_\_\_  
52. \_\_\_\_\_  
53. \_\_\_\_\_  
54. \_\_\_\_\_  
55. \_\_\_\_\_  
56. \_\_\_\_\_  
57. \_\_\_\_\_  
58. \_\_\_\_\_  
59. \_\_\_\_\_  
60. \_\_\_\_\_

DocuSigned by:  
*Alicia Agüero*  
049049A7B3BB41E...

5/21/2012

61. \_\_\_\_\_  
(Seller) (Date)

Marpe Development LLC 5/9/12  
(Buyer) (Date)

62. \_\_\_\_\_  
(Seller) (Date)

*[Signature]* 5/9/12  
(Buyer) (Date)

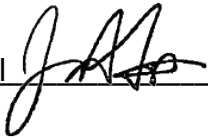
63. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
64. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:BPAIA-2 (8/11)

**PROOF OF FUNDS VERIFICATION BY LISTING AGENT**  
**CASH TRANSACTION**  
(Please upload this document in the Pre-Approval Task)

Date: 5/11/12

Property Address: 980 Euclid Street St. Paul, MN 55106

I, Jason Stockwell  (Agent), have reviewed proof of funds for  
Marpe Development LLC (buyer's name) and they are  
sufficient to complete the purchase of the property.

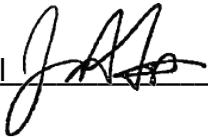
\* Per Guidelines: Please DO NOT upload copies of checks, statements, or other documents classified as NPI. Thank you.



**PROOF OF FUNDS VERIFICATION BY LISTING AGENT**  
**CASH TRANSACTION**  
(Please upload this document in the Pre-Approval Task)

Date: 5/11/12

Property Address: 980 Euclid Street St. Paul, MN 55106

I, Jason Stockwell  (Agent), have reviewed proof of funds for  
Marpe Development LLC (buyer's name) and they are  
sufficient to complete the purchase of the property.

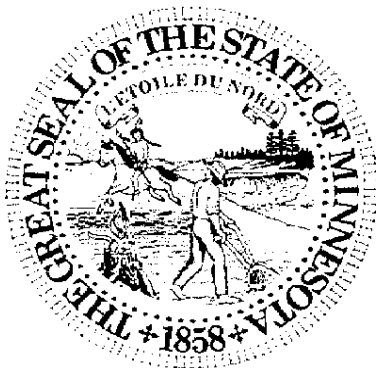
\* Per Guidelines: Please DO NOT upload copies of checks, statements, or other documents classified as NPI. Thank you.

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Marpe Development LLC  
Date Filed: 05/11/2011  
File Number: 4235669-2  
Minnesota Statutes, Chapter: 322B  
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/14/2012



*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota



**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: [REDACTED]

Legal Name: **MARPE DEVELOPMENT LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

**Help Topics**

[Can the EIN be used before the confirmation letter is received?](#)

# State of Minnesota

## SECRETARY OF STATE

### Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Organization, duly signed, have been filed on this date in the Office of the Secretary of State, for the organization of the following limited liability company, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

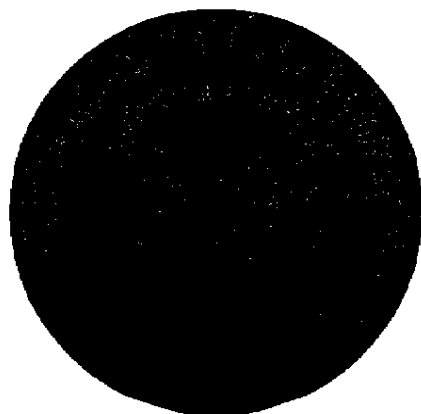
This limited liability company is now legally organized under the laws of Minnesota.

Name: Marpe Development LLC

Charter Number: 4235669-2

Chapter Formed Under: 322B

This certificate has been issued on 05/11/2011.



*Mark Ritchie*  
Secretary of State

**Certificate No. 1****CERTIFICATE OF  
MEMBERSHIP INTERESTS IN  
MARPE DEVELOPMENT LLC****a Minnesota limited liability company**

**THIS CERTIFIES THAT** D. Peter Harrington is the owner of fifty percent (50%) of the Membership Interests in Marpe Development LLC, a Minnesota limited liability company (the "**Company**"), which represents fifty percent (50%) of both the Governance Rights and Financial Rights of the Company, transferable only on the books of the Company by the holder in person or by his attorney-in-fact upon surrender of this Certificate in accordance with the terms and conditions of the Member Control Agreement dated effective May 11, 2011.

No registration statement as to the Interest represented by this certificate has been filed pursuant to the Securities Act of 1933 with the Securities and Exchange Commission or pursuant to any applicable state statute. This Interest, accordingly, may not be sold, transferred, or otherwise disposed of for value unless and until a registration statement including this Interest has been filed with the Securities and Exchange Commission and any applicable state authority including, but not limited to, the State of Minnesota, and has become effective or until the holder of said Interest has obtained an opinion from counsel satisfactory to the issuer of this Interest to the effect that such registration is not required.

Furthermore, the Interest purchased herein is subject to the provisions of the Member Control Agreement, a copy of which is on file with the Secretary of the Company at its registered office.

**IN WITNESS WHEREOF**, the Company has caused this Certificate to be signed by its duly authorized officer.

Effective date: May 11, 2011.

**MARPE DEVELOPMENT LLC**

By

  
\_\_\_\_\_  
Mark Pasvogel, Jr.

Its: President, CEO and Chief Manager

**Certificate No. 2****CERTIFICATE OF  
MEMBERSHIP INTERESTS IN  
MARPE DEVELOPMENT LLC****a Minnesota limited liability company**

**THIS CERTIFIES THAT** Mark Pasvogel, Jr. is the owner of fifty percent (50%) of the Membership Interests in Marpe Development LLC, a Minnesota limited liability company (the "**Company**"), which represents fifty percent (50%) of both the Governance Rights and Financial Rights of the Company, transferable only on the books of the Company by the holder in person or by his attorney-in-fact upon surrender of this Certificate in accordance with the terms and conditions of the Member Control Agreement dated effective May 11, 2011.

No registration statement as to the Interest represented by this certificate has been filed pursuant to the Securities Act of 1933 with the Securities and Exchange Commission or pursuant to any applicable state statute. This Interest, accordingly, may not be sold, transferred, or otherwise disposed of for value unless and until a registration statement including this Interest has been filed with the Securities and Exchange Commission and any applicable state authority including, but not limited to, the State of Minnesota, and has become effective or until the holder of said Interest has obtained an opinion from counsel satisfactory to the issuer of this Interest to the effect that such registration is not required.


Furthermore, the Interest purchased herein is subject to the provisions of the Member Control Agreement, a copy of which is on file with the Secretary of the Company at its registered office.

**IN WITNESS WHEREOF**, the Company has caused this Certificate to be signed by its duly authorized officer.

Effective date: May 11, 2011.

**MARPE DEVELOPMENT LLC**

By

  
\_\_\_\_\_  
D. Peter Harrington

Its: Treasurer and Secretary

**MINUTES OF ACTION OF THE  
ORGANIZER OF  
MARPE DEVELOPMENT, LLC**

The undersigned, being the sole organizer of Marpe Development LLC, a Minnesota limited liability company, acting pursuant to the provisions of the Minnesota Limited Liability Company Act, hereby agrees to the adoption of and hereby adopts the following resolutions effective May 11, 2011.

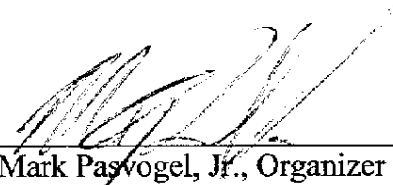
**Size of Board and Election of Governors**

**RESOLVED**, that the number of Governors constituting the Board of Governors shall be two (2); and

**RESOLVED FURTHER**, that the following named persons be and hereby are nominated and elected to serve as the Board of Governors of the Company, to serve as such until the next annual election or until their successor shall be duly elected and qualified:

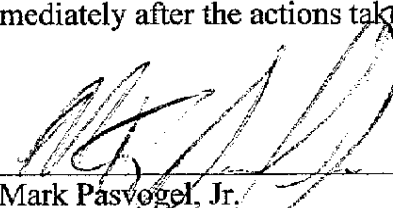
D. Peter Harrington  
Mark Pasvogel, Jr.

**IN WITNESS WHEREOF**, the undersigned has executed these Minutes of Action as of the date first written above.

  
\_\_\_\_\_  
Mark Pasvogel, Jr., Organizer

**RESIGNATION**

The undersigned hereby resigns, effective immediately after the actions taken above, as the organizer of Marpe Development LLC.

  
\_\_\_\_\_  
Mark Pasvogel, Jr.

## CONTRIBUTION AGREEMENT

The undersigned, D. Peter Harrington (the “Contributor”), hereby agrees to purchase upon the terms and conditions set forth below fifty percent (50%) of the Financial Rights and fifty percent (50%) of the Governance Rights (the “Interest”) in Marpe Development LLC, a Minnesota limited liability company (the “Company”). A check payable to the Company in the amount of \$50.00 for such Interest is due on call from the Company. The Contributor agrees that this contribution offer is contingent upon acceptance by the Company and that this contribution offer may not be withdrawn until accepted or rejected by the Company.

The Contributor acknowledges and represents as follows:

- (1) The Contributor has been given full access to information regarding the Company (including the opportunity to meet with Company officers and to review all the documents that Contributor may have requested) and has utilized such access to its satisfaction for the purpose of obtaining information necessary to make an informed investment decision.
- (2) The Contributor has sufficient knowledge and experience in financial and business matters that Contributor is capable of evaluating the merits and risks of investing in the Interest.
- (3) The Contributor understands that the purchase of the Interest is a speculative investment and involves a high degree of economic risk.
- (4) The Contributor has been advised that the Interest is not being registered under the Securities Act of 1933, as amended, (the “Act”) or state securities laws and is being sold pursuant to exemption from the Act and such laws, and that the Company’s reliance upon such exemption is predicated in part on the representations of the Contributor contained herein.
- (5) The Contributor acknowledges that the Interest is being purchased for the Contributor’s own account and for investment without the intention of reselling or redistributing the same, that no agreement has been made with others regarding the Interest and that the Contributor’s financial condition is such that it is not likely that it will be necessary to dispose of any of such Interest in the foreseeable future.
- (6) The Contributor understands and agrees that the Interest will be uncertificated, but that the following legend applies to the Interest and any transfer of the Interest:

“No registration statement as to the Interest represented by this certificate has been filed pursuant to the Securities Act of 1933 with the Securities and Exchange Commission or pursuant to any applicable state statute. This Interest, accordingly, may not be sold, transferred, or otherwise disposed of for value unless and until a registration statement including this Interest has been filed with the Securities and Exchange Commission and any applicable state authority including, but not limited to, the State of Minnesota, and has




become effective or until the holder of said Interest has obtained an opinion from counsel satisfactory to the issuer of this Interest to the effect that such registration is not required.

Furthermore, the Interest purchased herein is subject to the provisions of the Member Control Agreement, a copy of which is on file with the Secretary of the Company at its registered office.”

- (7) The Contributor represents and warrants that the Contributor is a resident of the State of Minnesota.

IN WITNESS WHEREOF, I have made this Agreement effective on the 11<sup>th</sup> day of May, 2011.

  
\_\_\_\_\_  
Signature

D. Peter Harrington  
336 Pond Ridge Circle  
Wayzata, MN 55391

**ACCEPTANCE**

This Contribution Agreement is hereby accepted by Marpe Development LLC with respect to the Interest.

**MARPE DEVELOPMENT LLC**

By:   
\_\_\_\_\_

Mark Pasvogel, Jr.  
Its: President, CEO and Chief Manager

## CONTRIBUTION AGREEMENT

The undersigned, Mark Pasvogel, Jr. (the **“Contributor”**), hereby agrees to purchase upon the terms and conditions set forth below fifty percent (50%) of the Financial Rights and fifty percent (50%) of the Governance Rights (the **“Interest”**) in Marpe Development LLC, a Minnesota limited liability company (the **“Company”**). A check payable to the Company in the amount of \$50.00 for such Interest is due on call from the Company. The Contributor agrees that this contribution offer is contingent upon acceptance by the Company and that this contribution offer may not be withdrawn until accepted or rejected by the Company.

The Contributor acknowledges and represents as follows:

- (1) The Contributor has been given full access to information regarding the Company (including the opportunity to meet with Company officers and to review all the documents that Contributor may have requested) and has utilized such access to its satisfaction for the purpose of obtaining information necessary to make an informed investment decision.
- (2) The Contributor has sufficient knowledge and experience in financial and business matters that Contributor is capable of evaluating the merits and risks of investing in the Interest.
- (3) The Contributor understands that the purchase of the Interest is a speculative investment and involves a high degree of economic risk.
- (4) The Contributor has been advised that the Interest is not being registered under the Securities Act of 1933, as amended, (the **“Act”**) or state securities laws and is being sold pursuant to exemption from the Act and such laws, and that the Company’s reliance upon such exemption is predicated in part on the representations of the Contributor contained herein.
- (5) The Contributor acknowledges that the Interest is being purchased for the Contributor’s own account and for investment without the intention of reselling or redistributing the same, that no agreement has been made with others regarding the Interest and that the Contributor’s financial condition is such that it is not likely that it will be necessary to dispose of any of such Interest in the foreseeable future.
- (6) The Contributor understands and agrees that the Interest will be uncertificated, but that the following legend applies to the Interest and any transfer of the Interest:

“No registration statement as to the Interest represented by this certificate has been filed pursuant to the Securities Act of 1933 with the Securities and Exchange Commission or pursuant to any applicable state statute. This Interest, accordingly, may not be sold, transferred, or otherwise disposed of for value unless and until a registration statement including this Interest has been filed with the Securities and Exchange Commission and any applicable state authority including, but not limited to, the State of Minnesota, and has

become effective or until the holder of said Interest has obtained an opinion from counsel satisfactory to the issuer of this Interest to the effect that such registration is not required.

Furthermore, the Interest purchased herein is subject to the provisions of the Member Control Agreement, a copy of which is on file with the Secretary of the Company at its registered office."

- (7) The Contributor represents and warrants that the Contributor is a resident of the State of Minnesota.

IN WITNESS WHEREOF, I have made this Agreement effective on the 11<sup>th</sup> day of May, 2011.

  
Signature

Mark Pasvogel, Jr.  
17095 Encina Path  
Farmington, MN 55024

**ACCEPTANCE**

This Contribution Agreement is hereby accepted by Marpe Development LLC with respect to the Interest.

**MARPE DEVELOPMENT LLC**

By: 

D. Peter Harrington  
Its: Treasurer and Secretary

**OPERATING AGREEMENT  
OF  
MARPE DEVELOPMENT LLC**

THIS OPERATING AGREEMENT is made effective as of the 11<sup>th</sup> day of May, 2011, and shall serve as the Operating Agreement of Marpe Development LLC, a Minnesota limited liability company (the "Company").

**1.0 Offices.** The registered office of the Company in Minnesota shall be as stated in the Articles of Organization, as from time to time amended. The Company may also have offices at such other place(s) as the Board of Governors shall from time to time determine.

**2.0 Corporate Seal.** The Company shall have no limited liability company seal.

**3.0 Member Meetings.**

**3.1 Members.** The Company will at all times have one or more members. The members may be individuals, corporations, other limited liability companies (LLCs), partnerships, trusts, estates or any other legal entity.

**3.2 Regular Meetings.** Regular meetings of the members of the Company for the purpose of election of governors and transaction of such other business as may properly come before the regular meetings shall be held on an annual or other less frequent basis at the principal executive office of the Company or at such other place within or without the State of Minnesota as may be designated by the Board of Governors or Chief Manager. Regular meetings of members, when held, shall be held at such time as the Board of Governors or Chief Manager may from time to time designate. Regular meetings of the members may also be called by the members in accordance with the provisions of Minnesota Statutes § 322B.333.

**3.3 Special Meetings.** Special meetings of the members may be called for any purpose at any time by the Chief Manager, the Treasurer, any two (2) or more governors, or upon the written request of one or more members holding ten percent (10%) or more of the governance rights of the Company. In the case of a special meeting called by members holding ten percent (10%) or more of the governance rights of the Company, such written request shall be by registered mail or personally delivered to the Chief Manager or Treasurer and shall set forth the purpose or purposes of the special meeting. The Board of Governors or the Chief Manager shall within thirty (30) days of receipt of such written request cause a special meeting of members to be called, said meeting to be held no later than ninety (90) days after receipt of the written request.

**3.4 Notice of Member Meetings.** Written notice of members' meetings, whether regular or special, shall be mailed to all members entitled to vote at any such meeting at least ten (10) days, and not more than sixty (60) days, before the date of the meeting. The written notice shall contain the date, time and place of the meeting and, in the case of a special meeting, the purpose or purposes thereof. Notice shall be deemed received when it is given.

**3.5 Waiver of Notice.** Notice of the time, place and purpose of any meeting of members may be waived by any member in writing or orally before, at, or after the meeting.

Attendance by a member at a meeting is a waiver of notice of that meeting, except where the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

**3.6 Record Date.** The Board of Governors may fix in advance a date not more than sixty (60) days prior to the date of any meeting of members as the record date for the determination of members entitled to vote at the meeting.

**3.7 Remote Communication.** A conference among members by any means of remote communication through which the members may participate in the conference constitutes a regular or special meeting of members, if the same notice is given of the conference to every member entitled to vote as would be required for a meeting, and if the membership interests held by the members participating in the meeting would be sufficient to constitute a quorum at a meeting. Waiver of notice of a meeting by means of remote communication may be given in the manner provided under law.

**3.8 Quorum.** The presence, in person or by proxy, of the owners of a majority of the governance rights of all membership interests entitled to vote at such meeting shall constitute a quorum for the transaction of business at all meetings of members. If, however, a quorum is not present or represented at any meeting of members, the members entitled to vote at the meeting, either present in person or represented by proxy, shall have the power to adjourn the meeting to a future date. Provided that a quorum is present or represented at an adjourned meeting, any business may be transacted which might have been transacted at the original meeting. If a quorum is present when a duly called or held meeting of members is convened, the members present may continue to transact business until adjournment, even though the withdrawal of a number of members originally present leaves less than the proportion or number otherwise required for a quorum.

**3.9 Voting.** A member entitled to vote at a meeting of members may vote in person or by proxy. Except as otherwise provided by law or the Articles of Organization, every member shall have voting power in proportion to the member's governance rights as provided in the Member Control Agreement. Except as otherwise required by law, the Articles of Organization or Member Control Agreement, the members shall take action by the affirmative vote of the owners of a majority of the governance rights of all membership interests entitled to vote. If a member votes without designating the proportion of the governance rights voted in a particular way, the member is deemed to have voted all of the governance rights in that way.

**3.10 Proxies.** Every appointment of a proxy must be in writing and must be dated and signed by the member and filed with a manager of the Company at or before the member meeting at which the appointment is to be effective. No appointment of a proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless a longer period is expressly provided in the appointment.

**3.11 Written Actions.** An action required or permitted to be taken at a meeting of the members may be taken without a meeting by written action signed by the

members who own governance rights equal to the governance rights that would be required to take the same action at a meeting of the members at which all members were present. The written action is effective when it has been signed by all of those members, unless a different effective time is provided in the written action.

#### **4.0 Governors.**

**4.1 Duties and Powers.** The Board of Governors shall manage and direct the business and affairs of the Company. The governors shall in all cases act as a Board, and, in the transaction of business, the act of majority present at a meeting, except as otherwise provided by law or the Articles of Organization, shall be the act of the Board, provided a quorum is present. The governors may adopt such rules and regulations for the conduct of their meetings and the management of the Company as they may deem proper, not inconsistent with law or this Operating Agreement.

**4.2 Number and Qualifications.** The Board of Governors shall consist of not less than one (1) or more than five (5) natural persons. Governors need not be members of the Company.

**4.3 Term of Governors.** Each governor shall hold office until the next regular meeting of the members and until a successor is elected and has qualified, or until the earlier death, resignation, removal or disqualification of the governor.

**4.4 Regular Meetings.** The Board of Governors may hold a regular meeting at such time and place as may be designated by the Chief Manager or the Board, for the purpose of electing the managers of the Company and for the transaction of such other business as shall come before the meeting. Other meetings of the Board of Governors may be held at such times and places as are fixed by resolution of the Board or designated by the Chief Manager or Treasurer. No notice of the purpose of regular meetings of the Board shall be required, but reasonable notice of the time and place of such meetings must be given to all governors.

**4.5 Special Meetings.** Special meetings of the Board of Governors of the Company may be called by any governor by giving five (5) days' notice to all governors of the date, time, place and purpose of the meeting.

**4.6 Previously Scheduled Meetings.** If the day or date, time and place of a Board meeting have been provided in the Articles or Operating Agreement, or announced at a previous meeting of the Board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

**4.7 Waiver of Notice and Assent to Action.** Notice of any meeting of the Board may be waived by any governor before, at, or after the meeting in writing or orally. Attendance by a governor at a meeting is a waiver of notice of that meeting, except where the governor objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

**4.8 Quorum.** The presence of a majority of the governors shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the governors

present may adjourn a meeting of the Board from time to time until a quorum is present. If a quorum is present when a duly called or held Board meeting is convened, the governors present may continue to transact business until adjournment, even though the withdrawal of a number of governors originally present leaves less than the proportion or number otherwise required for a quorum.

**4.9 Absent Governors.** A governor may give advance written consent or opposition to a proposal to be acted on at a Board meeting. If the governor is not present at the meeting, consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the governor has consented or objected.

**4.10 Voting.** At all meetings of the Board of Governors, each governor shall have one (1) vote irrespective of the percent of the governance rights that he may hold. The Board of Governors shall take action by the affirmative vote of a majority of governors present at a duly held meeting or voting when absent as permitted pursuant to the Operating Agreement, except where the affirmative vote of a larger proportion or number is required by law, the Articles of Organization, or a Member Control Agreement.

**4.11 Compensation.** The compensation of governors shall be as fixed from time to time by the Board of Governors.

**4.12 Vacancies.** Vacancies on the Board of Governors resulting from the death, resignation, removal, or disqualification of a governor may be filled by the affirmative vote of a majority of the remaining governors, even though less than a quorum. Vacancies on the Board of Governors resulting from newly created governorships may be filled by the affirmative vote of a majority of the governors serving at the time of the increase.

**4.13 Removal of Governors.** Governors may be removed as provided in Minnesota Statutes § 322B.636.

**4.14 Resignation.** A governor may resign at any time by giving written notice to the Company. The resignation is effective without acceptance when the notice is given to the Company, unless a later effective time is specified in the notice.

**4.15 Remote Communication.** A conference among governors by means of remote communication through which the governors may participate with each other during the conference constitutes a Board meeting, if the same notice is given of the conference as would be required under this Operating Agreement for a Board meeting, and if the number of governors participating in the conference would be sufficient to constitute a quorum at a meeting. A governor may participate in a Board meeting at which the governor is not personally present by any means of remote communication through which the governor, other governors so participating, and all governors physically present at the meeting may participate with each other during the meeting. Participation in a Board meeting by either of the foregoing means constitutes presence in person at the meeting.

**4.16 Written Actions.** Any action required or permitted to be taken at a Board meeting may be taken by a written action signed collectively, or individually in counterparts, by the number of governors that would be required to take the same action at a meeting of the Board at which all governors were present, unless such action requires approval by the members of the Company, in which case such action may be taken only by a written action signed by all governors; *provided, however,* that no written action signed by less than all governors of the Company shall be effective unless all governors of the Company were provided at least one (1) day's advance notice of the text of such written action prior to the execution thereof by the governors. Any such written action shall be effective when signed by the required number of governors indicated above, unless a different effective time is provided in the written action. When any written action is taken by less than all governors, all governors shall be immediately notified of its text and effective date.

**4.17 Committees.** The Board of Governors may from time to time, by resolution, establish committees having the authority of the Board in the management of the business of the Company to the extent provided in the resolution. Any committee so established shall consist of one (1) or more natural persons who must be governors, and shall be subject at all times to the direction and control of the Board of Governors. At any meeting of any such committee the presence of a majority of the members of the committee shall be necessary to constitute a quorum for the transaction of business. Committees of the Board shall take action by the affirmative vote of a majority of committee members present at a duly held meeting, except where the affirmative vote of a larger proportion or number is required by the Board. Any action required or permitted to be taken at a committee meeting may be taken by a written action signed collectively, or individually in counterparts, by all members of such committee. Each committee shall keep a written record of its activities and shall submit such written record to the Board after each meeting.

## **5.0 Managers.**

**5.1 Managers and Qualifications.** The managers of the Company, who shall be one or more natural persons, may consist of a Chairman of the Board, a President, one or more Vice Presidents, a Secretary and a Treasurer, or such other managers as the Board of Governors may from time to time designate, any one of whom shall be designated and be the Chief Manager and any one of whom shall be designated and be the Treasurer. Any number of management positions may be held by the same person.

**5.2 Election.** The managers of the Company shall be elected or appointed periodically by the Board of Governors.

**5.3 Term of Managers.** Each of the managers of the Company shall hold a management position until the manager's respective successor is elected and has qualified, or until the manager's earlier death, resignation, or removal.

**5.4 Removal.** Any manager of the Company may be removed at any time, with or without cause, by the affirmative vote of a majority of the governors present at a duly called Board meeting, subject to the provisions of any Member Control Agreement.



**5.5 Duties.** The President of the Company, who shall also serve as the Chief Manager unless otherwise decided by the Board of Governors, shall:

- (a) Have general active management of the business of the Company;
- (b) When present, preside at all meetings of the Board of Governors and of the members;
- (c) See that all orders and resolutions of the Board are carried into effect;
- (d) Sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles of Organization or Operating Agreement or by the Board to some other manager or agent of the Company;
- (e) Maintain records of and, whenever necessary, certify all proceedings of the Board and the members; and
- (f) Perform other duties prescribed by the Board;

*provided, however,* that in the event the Company shall have a Chairman of the Board, the duties set forth in (b) above shall be presumed to have been delegated to such manager by the Board, and in the event the Company shall have a Secretary, the duties set forth in (e) above shall be presumed to have been delegated to such manager by the Board.

The Treasurer of the Company shall:

- (a) Keep accurate financial records for the Company;
- (b) Endorse for deposit all notes, checks, and drafts received by the Company, making proper vouchers therefor;
- (c) Deposit all money, drafts, and checks in the name of and to the credit of the Company in authorized banks and depositories;
- (d) Disburse Company funds and issue checks and drafts in the name of the Company;
- (e) Render to the Chief Manager and the Board, whenever requested, an account of all transactions by the Treasurer and of the financial condition of the Company; and
- (f) Perform other duties prescribed by the Board or by the Chief Manager;

*provided, however*, that the Board of Governors may designate another person, either alone or together with the Treasurer, to perform the duties set forth for the Treasurer above.

The President and Treasurer of the Company shall jointly:

- (a) Designate banks or other financial institutions as depositories of the Company;
- (b) Establish accounts therein;
- (c) Make credit arrangements and establish borrowing therewith in the name of the Company for such amounts and upon such terms and conditions as are deemed appropriate;
- (d) Execute evidences of indebtedness and, as appropriate, sell, pledge, assign or deliver any property of the Company as security in connection with the foregoing;
- (e) Designate from time to time the authorized signatories in any of the foregoing matters and the individuals authorized to act in connection therewith; and
- (f) Revoke or alter any designations of authorization made pursuant hereto;

*provided, however*, that the Board of Governors may designate the President, the Treasurer or any other person, either individually or together in any combination, to perform the foregoing duties.

The other managers of the Company shall perform such duties as are from time to time prescribed by the Board of Governors, the President, or the Treasurer.

**5.6 Vacancies.** All vacancies in any management position of the Company may be filled by the Board of Governors.

**5.7 Compensation.** The compensation of all managers of the Company shall be fixed by the Board of Governors or by such committee or person as the Board may from time to time designate.

## **6.0 Membership Interests.**

**6.1 Nature of Membership Interest.** A membership interest is personal property. A member has no interest in specific Company property.

**6.2 Statement of Membership Interest.** At the request of any member, the Company shall state in writing the particular membership interest owned by the member as of the date the Company issues the statement. The statement must describe the member's

governance rights, share in profits and losses, and share in distributions, as well as any assignment of the member's rights then in effect.

**6.3 Transfer of Membership Interest.** Membership interests in the Company may be transferred only to the extent permitted by law and subject to the Member Control Agreement.

**6.4 Termination of Membership Interest.** A member always has the power, though not necessarily the right, to terminate its membership by resigning or retiring at any time. A member's resignation or retirement, whether rightful or wrongful, does not cause dissolution under Minnesota Statutes § 322B.80, subd.1(5), unless otherwise provided in the Articles of Organization or a Member Control Agreement. Unless otherwise provided in the Articles of Organization or a Member Control Agreement, a member may not be expelled. Upon termination of a member's membership in the Company, the terminated member loses all governance rights and shall be considered merely an assignee of financial rights owned before the termination of membership. Wrongful termination of membership shall be governed by Minnesota Statutes § 322B.306, subd.4.

**7.0 Indemnification.** The Company shall indemnify and shall, to the extent of reasonably available working capital, make advances of reasonable expenses to each Governor, member, manager, and employee of the Company, whether or not then in a management position or employed by the Company, as prescribed and limited by Minnesota Statutes § 322B.699. The Company may purchase and maintain insurance on behalf of any person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability hereunder or under the provisions of Minnesota Statutes § 322B.699. The foregoing right of indemnification and the right to receive advances of expenses shall not be exclusive of other rights to which any governor, manager, or employee may be entitled as a matter of law, this Operating Agreement, vote of members, or otherwise.

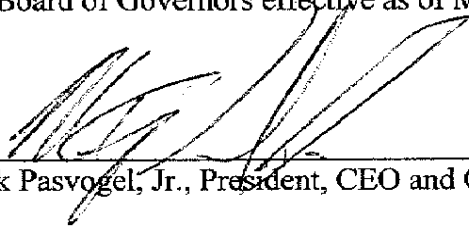
**8.0 Amendments.** The power to adopt, amend, or repeal the Operating Agreement, or portions thereof, of the Company is vested in the Board of Governors. The power of the Board is subject to the power of the members, exercisable in the manner provided by statute, to adopt, amend, or repeal an Operating Agreement adopted, amended or repealed by the Board. The Board shall not amend or repeal provisions in the Operating Agreement fixing a quorum for meetings of members, prescribing procedures for removing governors or filling vacancies in the Board, or fixing the number of governors or their classifications, qualifications, or terms of office, but may adopt or amend a provisions in the Operating Agreement to increase the number of governors.

**9.0 Distributions.** The Board of Governors shall have the authority to declare distributions upon the membership interests of the Company to the extent permitted by law and subject to any member control agreement.

**10.0 Fiscal Year.** The Company's fiscal year shall be as from time to time designated by resolution adopted by the Board of Governors.

**CERTIFICATION**

The undersigned, the President and Chief Manager of the Company, hereby certifies that the foregoing Operating Agreement was adopted pursuant to a Written Action of the Members and Board of Governors effective as of May 11, 2011.



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Mark Pasvogel, Jr., President, CEO and Chief Manager