

JOINT HOUSE OWNERSHIP AGREEMENT

This Joint House Ownership Agreement made and effective on November 1, 2009, by and between Andrew Gross, 151 West Belvidere West St. Paul, MN (" First Owner") and Emily Ann Gross, 848 Manomin St. Paul, MN 55107 (" Second Owner").

They have acquired a house and lot located at 848 Manomin more particularly described as follows: 848 Manomin St. Paul, MN (the " House").

The parties intend that the House be jointly owned by them each as their primary residence as more fully described in this Agreement.

Now, Therefore, in consideration of the above recitals, the terms of this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ownership

In consideration of the promises made in this Agreement and other valuable considerations paid by each of the parties to the other, and in further consideration of the mutual benefits accruing to each of the parties, the parties agree that the House shall be owned according to this Agreement as tenants in common with each party having an undivided one-half interest in the House.

2. Expenses

Each party shall pay one-half of the following expenses:

- A. Costs and expenses associated with purchasing the House, such as professional fees, fees for inspections and surveys, fees for surveys, and mortgagee registration and similar taxes and charges
- B. Purchase money mortgage payments.
- C. Real property and other taxes or assessments levied on the House.
- D. Insurance premiums for the House.
- E. Amounts due for local telephone, electricity, gas, water, trash removal, and other utilities and services.
- F. Expenses for normal maintenance, and ordinary and necessary repairs, of the premises.
- G. Expenses for improvement to the premises, if such improvements are made with the prior consent of the other party.
- H. Expenses for acquiring, maintaining, and repairing of kitchen appliances, furniture, and fixtures, if such acquisition, maintenance, and repair is made with the prior consent of the other party.
- I. Any other costs necessary to maintain and preserve the House in a reasonable, habitable and comfortable condition.

3. Joint Account

The parties shall establish a joint checking account with (the " Joint Account") US Bank to which they will deposit on or before the 15th day of each month, the amount of \$500 for the purpose of paying the expenses provided for in Section 2. If the amount in the Joint Account is not enough to cover the expenses for two consecutive months, then the parties agree to adjust the amount of their monthly contribution to an amount that will avoid further shortages. If a party fails to deposit such party's share to the Joint Account within the time provided, as a result of which the other party is forced to advance funds to cover the defaulting party's share of expenses, such defaulting party shall pay to the party who advanced the funds interest at 0 per month of the amount advanced until such amount is paid back. If a party fails or refuses for 0 consecutive months to make the required deposit to the Joint Account, the non-defaulting party shall have the option of treating such default - as an offer by the defaulting party to sell the defaulting party's share of the House and shall give written notice to that effect to the defaulting party. In such event, the provisions of Section 4 shall become operative, provided that the total of expenses paid by the non-defaulting party on behalf of the defaulting party, plus interest, shall be applied to the account of the non-defaulting party at the closing of the sale.

4. Sale of the House

Within a period of 10 years from the date of execution of this Agreement, a party cannot sell or transfer such party's interest in the House, or any part thereof, other than to the other party to this Agreement. After such period, a party who desires to sell or transfer such party's interest in the House shall make a written offer to sell to the other party, at a price equal to one-half of the market value of the House as determined under Section 5. The party to whom the offer is made shall have a period of 30 days within which to accept the offer. If the offer is accepted, the parties shall promptly arrange for the transfer of the selling party's interest. In the event the party to whom the offer is made does not elect to purchase the other party's share, the party to whom the offer is made shall have 30 days within which to seek another purchaser who is acceptable to such party. A prospective purchaser will considered acceptable only if he or she: (i) agrees to a contract similar to this Agreement with the party continuing to own a half interest in the House, (ii) has the financial ability to complete the purchase and the new joint ownership agreement, and (iii) is in the judgment of the continuing owner suitable as a room mate. If a purchaser with an acceptable offer who is acceptable to the party to whom the offer is made cannot be located within that period, the House shall be listed for sale at a price based on the market value determined according to Section 5, or at such other price as may be agreed on between the parties.

5. House Market Value

In determining the market value of the House or of any interest of a party in the House, the parties agree that the purchase price of the House shall be the initial valuation as of the date of the execution of this Agreement which shall control for six months. For any subsequent valuation, the parties shall first confer for the purpose of determining an agreed upon value to control for the six month period following that valuation date. If the parties are unable to

agree, the market value shall be determined by a third party acceptable to both parties. Any appraisal fees owed to such third party shall be paid out of the Joint Account. The parties may agree at any time as to the sales price of the House in lieu of any then controlling value.

6. Income Taxes

Each party shall file separate income tax returns. Each party shall be entitled to the benefit of one-half of the total income tax benefits, or one-half of the total income tax responsibilities, attributable to the ownership, maintenance or sale of the House; provided that all of the obligations of the Agreement have been timely performed.

7. No Partnership

The sole purpose of this Agreement is to set forth the rights and obligations of the parties with respect to the ownership of the House as their personal residence. Nothing in this Agreement shall constitute the parties as a partnership or joint venture with respect to their joint ownership of the House. Neither party shall be an agent of the other nor have any authority to deal in the interest of the other in the House unless such authority is specifically granted in a separate instrument.

8. No Encumbrances

Neither party shall mortgage or otherwise encumber such party's share or interest in the House without the prior written consent of the other party, so long as that other party still has an interest in the House. If a party violates this provision, the other party may treat the violation as an offer to sell such violating party's interest in the House. In such event, the provisions of Section 4 shall become operative.

9. Assignment

Neither party shall assign such party's rights or interest under this Agreement without the prior written consent of the other. In the event of a purported transfer by a party, whether voluntary, involuntary, following the death of a party or otherwise, the other party may treat the violation as an offer to sell the purported transferor's interest in the House and the provisions of Section 4 shall become operative.

10. Final Agreement

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

11. Modification

This Agreement may not be modified or amended except by a written instrument executed by both of the parties.

12. No Waiver

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and

conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Additional Documents and Recording

Each party agrees to sign any document, deed or instrument reasonably requested by the other party to confirm the ownership of the House as provided in this Agreement. This Agreement, or a memorandum reflecting the terms of this Agreement, may be recorded at any time by either party.

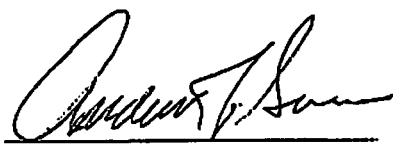
14. Governing Law

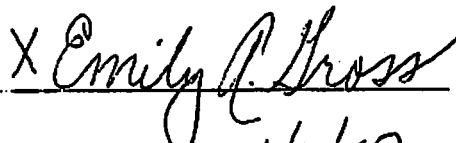
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

15. Headings

Section headings used in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the terms.

In witness whereof, each party to this Agreement has signed this Agreement on the date first above written.


11/1/09

X 
11/1/09