

COMMERCIAL PURCHASE AGREEMENT

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1. Date Nov. 16, 2015
2. Page 1 of 1 pages

3. BUYER (S): Ryan & Tina North

4. Buyer's earnest money in the amount of Eight Hundred and THIRTY THOUSAND (\$ 800,000 = 3,000.00) shall be delivered no later than two (2) Business Days after

5. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of (check one):

6. [X] listing broker; or
7. [] (Name of Title Company)

8. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase

9. Agreement, whichever is later.

10. Said earnest money is part payment for the purchase of property at 929 W. 9TH ST

11. City/Township of St Paul County of Ramsey located in the

12. State of Minnesota, PID # (s) 112823140136

13. and legally described as follows Stinsons sub of B25 Stinson B

14. LOT 6 BLOCK 25

15. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement;

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

17. Eighty Thousand and

18. (\$ 80,000 =) DOLLARS, which Buyer agrees to pay in the following manner:

19. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest

20. money; PLUS

21. 2. FINANCING of 0 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any

22. financing as required by this Purchase Agreement.

23. Such financing shall be (check one): [] a first mortgage; [] a contract for deed; or [] a first

24. mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement:

25. [] Conventional/SBA/Other [] Contract for Deed.

26. (Check one.)

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

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

29. CLOSING: The date of closing shall be Dec 14, 20 15

30. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver a (check one):

31. [X] Warranty Deed, [] Limited Warranty Deed, [] Contract for Deed,

32. or [] Other: Deed conveying marketable title, subject to:

33. (a) building and zoning laws, ordinances, and state and federal regulations;

34. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

35. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

36. (d) utility and drainage easements which do not interfere with existing improvements; and

37. (e) others (must be specified in writing):



COMMERCIAL PURCHASE AGREEMENT

45. Page 2 Date _____

- 46. Property located at 929 W. 7TH Street St. Paul Mn.
- 47. **TENANTS/LEASES:** Property IS IS NOT subject to rights of tenants (if answer is IS, see attached Addendum
(Check one.)
- 48. to Commercial Purchase Agreement: Due Diligence).
- 49. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
- 50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
- 51. provided to Seller within _____ days of Seller's written request. Said consent
- 52. shall not be unreasonably withheld.
- 53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
- 54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
- 55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be
- 56. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
- 57. **SPECIAL ASSESSMENTS:**
- 58. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY
(Check one.)
- 59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
- 60. payable in the year of closing.
- 61. BUYER SHALL ASSUME SELLER SHALL PAY ON DATE OF CLOSING all other special assessments
(Check one.)
- 62. levied as of the date of this Purchase Agreement.
- 63. BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)
- 64. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
- 65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
- 66. or less, as allowed by Buyer's lender.)
- 67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 68. which is not otherwise herein provided.
- 69. As of the date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
(Check one.)
- 70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
- 71. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
- 72. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
- 73. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
- 74. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
- 75. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
- 76. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
- 77. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest
- 78. money paid hereunder to be refunded to Buyer.
- 79. **POSSESSION:** Seller shall deliver possession of the Property no later than immediately after closing, unless otherwise
- 80. agreed to in writing.
- 81. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property
- 82. herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
- 83. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.
- 84. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing, for
- 85. any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing,
- 86. this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
- 87. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
- 88. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest
- 89. money paid hereunder to be refunded to Buyer.



COMMERCIAL PURCHASE AGREEMENT

90. Page 3 Date Nov. 16, 2015

- 91. Property located at 929 W. 7th St. St. Paul, MN.
- 92. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 7 days after Final
- 93. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment
- 94. for an owner's policy of title insurance from Burnet Title, including levied
(Name of Title Company)
- 95. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the
- 96. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.
- 97. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately
- 98. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the
- 99. Deed as specified herein to be delivered pursuant to this Agreement.

- 100. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have 30 days ("Cure Period") from receipt of Buyer's written title
- 101. objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections,
- 102. Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not
- 103. Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts
- 104. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay
- 105. the closing.
- 106. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
- 107. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller declare this Purchase
- 108. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
- 109. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
- 110. a written cancellation confirming said cancellation and directing all earnest money paid hereunder to be refunded to
- 111. Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be
- 112. bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure
- 113. without reduction in the Purchase Price.
- 114. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
- 115. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
- 116. Agreement canceled as above provided, Seller shall use commercially reasonable efforts to cure the specified objections
- 117. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required herein and the
- 118. closing shall be postponed.
- 119. If Seller, within the Cure Period above provided, corrects the specified objections Seller's notice indicated Seller would
- 120. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
- 121. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
- 122. closing date, whichever is later.
- 123. If Seller, within the Cure Period above provided, does not cure the specified objections which Seller's notice indicated
- 124. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
- 125. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
- 126. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation
- 127. confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. Neither party
- 128. shall be liable for damages hereunder to the other. In the alternative, Buyer may elect to waive such objections by
- 129. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
- 130. title subject to such uncured objections in which event Buyer shall be bound to proceed with the closing and to purchase
- 131. the Property subject to the objections Seller has not cured without reduction in the purchase price. If neither notice is
- 132. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to
- 133. proceed to closing as provided in the immediately preceding sentence.
- 134. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein,
- 135. Seller, in addition to any other right or remedy available to Seller hereunder, at law or in equity may cancel this Purchase
- 136. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
- 137. earnest money paid hereunder as liquidated damages.
- 138. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein,
- 139. Buyer may, in addition to any other right or remedy available to Buyer hereunder, seek specific performance within six
- 140. (6) months after such right of action arises.





COMMERCIAL PURCHASE AGREEMENT

141. Page 4 Date NOV. 16, 2015

142. Property located at 929 W. 7TH ST St Paul, mn

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

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

148. The Property is in compliance with all applicable provisions of all planning, zoning and subdivision rules, regulations
149. and statutes. Seller has obtained all necessary licenses, permits and approvals necessary for the ownership and
150. operation of the Property.

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

154. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
155. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
156. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
157. received by Seller shall be provided to Buyer immediately.

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

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

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

171. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
172. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
173. breach of any of the above representations and warranties, whether such breach is discovered before or after the date
174. of closing.

175. See attached Addendum to Commercial Purchase Agreement; Due Diligence, if any, for additional representations
176. and warranties.

177. REPRESENTATIONS AND WARRANTIES OF BUYER: If Buyer is an organized entity, Buyer represents and warrants
178. to Seller that Buyer is duly organized and is in good standing under the laws of the state of Minnesota; that Buyer is
179. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
180. authority to enter into this Purchase Agreement and the Buyer's Closing Documents signed by it; such documents
181. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
182. that the execution, delivery and performance by Buyer of such documents do not conflict with or result in a violation
183. of Buyer's organizational documents or Bylaws or any judgment, order or decree of any court or arbiter to which Buyer
184. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
185. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
186. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
187. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
188. the date of closing.





BURNET
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Specialty Real Estate LLC

COMMERCIAL PURCHASE AGREEMENT

189. Page 5 Date Nov. 16, 2015

190. Property located at 929 W. 7TH ST. St. Paul, Mn.

191. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

192. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)

193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)

194. ending at 11:59 P.M. on the last day.

195. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless

196. stated elsewhere by the parties in writing.

197. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any

298. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer

299. and Seller shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed

200. by law.

201. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the

202. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

203. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual

204. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to

205. specific performance, such action must be commenced within six (6) months after such right of action arises.

206. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**

207. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**

208. **DATE OF THIS PURCHASE AGREEMENT.**

209. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential

210. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's*

211. *Property or Disclosure Statement: Seller's Disclosure Alternatives* form.

212. *(Check appropriate boxes.)*

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

214. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**

215. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

216. **SELLER** **DOES** **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING

(Check one.)

217. **THE PROPERTY.** (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*

218. *Subsurface Sewage Treatment System.*)

219. **PRIVATE WELL**

220. **SELLER** **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well

(Check one.)

221. is located on the Property, see *Disclosure Statement: Well.*)

222. **THIS PURCHASE AGREEMENT** **IS** **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**

(Check one.)

223. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

224. (If answer is **IS**, see attached *Addendum.*)

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

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

227. **TREATMENT SYSTEM.**



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COMMERCIAL PURCHASE AGREEMENT

228. Page 6 Date Nov. 16, 2015

229. Property located at 929 W 7TH ST. St Paul Mn.

230. Gary Fabel
(Licensee)

231. Coldwell Banker Burnet
(Real Estate Company Name)

232. Brian Frey
(Licensee)

233. Coldwell Banker Burnet
(Real Estate Company Name)

234. Coldwell Banker Burnet
(Real Estate Company Name)

NOTICE
Is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Check one)

Is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Check one)

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

243. **CONSENT TO DUAL AGENCY**

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

248. (1) confidential information communicated to Broker which regards price, terms or motivation to buy, sell or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other 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 salesperson will work diligently to facilitate the mechanics of the sale.

251. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

252. BUYER: Ryan P. North

253. BUYER: Tina North

254. By: _____ Its: _____

255. 11-16-15 Its: 11-16-15
(Date) (Date)

256. SELLER: MIDWAY MOVES LLC

257. By: J. M. Hampton (HENRY HAMPTON) By: Ryan P. North

258. Its: President Its: _____

259. 11/20/15 Its: 11-16-15
(Date) (Date)





COMMERCIAL PURCHASE AGREEMENT

264. Page 7 Date Nov. 16, 2015

265. Property located at 929 W. 7th St St. Paul, MA.

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

267. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

269. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

273. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

276. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

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

283. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 p.m., Nov 23, 2015, and in such event all earnest money shall be returned to Buyer.

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

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





COMMERCIAL PURCHASE AGREEMENT

309. Page 8 Date Nov. 16, 2015

310. Property located at 929 W. 7th St St Paul, Mn.

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

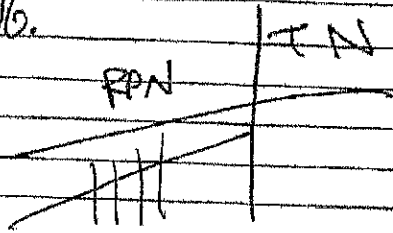
317. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this
318. transaction constitute valid, binding signatures.

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

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

323. OTHER: THE PROPERTY IS CATEGORY 3, CONDEMNED,
324. WITHOUT A CERTIFICATE OF OCCUPANCY. SELLER
325. STATES THIS TO THE BEST OF HIS KNOWLEDGE.

326. 929 W. 7th STREET IS A REGISTERED
327. VACANT BUILDING.





COMMERCIAL PURCHASE AGREEMENT

342. Page 9 Date Nov. 16, 2015
St. Paul, MN.

343. Property located at 929 W. 7th St

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

345. If checked, this Purchase Agreement is subject to
346. attached Addendum to Commercial Purchase
347. Agreement: Counteroffer.

348. FIRPTA: Seller represents and warrants, under penalty
349. of perjury, that Seller IS IS NOT a foreign person (i.e., a
(Check one.)
350. non-resident alien individual, foreign corporation, foreign
351. partnership, foreign trust, or foreign estate for purposes
352. of income taxation. (See lines 269-282.) This representation
353. and warranty shall survive the closing of the transaction
354. and the delivery of the deed.

355. SELLER

BUYER

356. MIDWAY MOVERS LLC

Ryan North

357. By: H. M. Hunter (HENRY HUNTER)

By: Ryan P. North

358. Its: President
(Title)

Its: _____
(Title)

359. 11/24/15
(Date)

11-16-15
(Date)

360. SELLER

BUYER

361. _____

Tina North

362. By: _____

By: Tina North

363. Its: _____
(Title)

Its: _____
(Title)

364. _____
(Date)

11-16-15
(Date)

365. FINAL ACCEPTANCE DATE: NOVEMBER 20, 2015 The Final Acceptance Date
366. is the date on which the fully executed Purchase Agreement is delivered.

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

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



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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1. Date Nov. 16, 2015
2. Page 10

3. Addendum to Purchase Agreement between parties, dated Nov. 16 20 15
4. pertaining to the purchase and sale of the Property at 929 W 7th Street
5. Saint Paul MN 55102

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

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

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

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

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

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

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

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

35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) Phase I: This Purchase Agreement [] IS [X] IS NOT contingent upon [] BUYER [] SELLER
37. obtaining a Phase I environmental site assessment of the Property at [] BUYER'S [] SELLER'S expense
38. within _____ days of Final Acceptance Date of this Purchase Agreement.
39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within
40. _____ days of either:

- 41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or
43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.





ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

44. Page 11

45. Property located at 929 W 7th Street Saint Paul

46. (ii) Phase II: This Purchase Agreement [] IS [X] IS NOT contingent upon [] BUYER [] SELLER
47. obtaining a Phase II environmental site assessment of the Property at [] BUYER [] SELLER
48. expense within _____ days of Final Acceptance Date of this Purchase Agreement.
49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within

50. _____ days of either:
51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or
53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) Other Testing: This Purchase Agreement [] IS [X] IS NOT contingent upon [] BUYER [] SELLER
55. obtaining other Intrusive Testing of the Property at [] BUYER'S [] SELLER'S expense within
56. _____ days of Final Acceptance Date of this Purchase Agreement.
57. Buyer shall provide reasonable approval of the assessment/inspection within
58. _____ days of either:

59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or
61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.

64. Buyer [] SHALL [] SHALL NOT be required to provide Seller with a copy of any assessment/inspection
65. reports obtained by Buyer.

66. (iv) Seller's Representations on Environmental Concerns: To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:
68. _____
69. _____
70. _____

71. B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within
72. _____ days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement [] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body of
74. development or subdivision plans, as described below, at [] BUYER [] SELLER expense. If IS, Seller shall
75. cooperate with Buyer to obtain such approval.

76. (ii) This Purchase Agreement [] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body for
77. rezoning or use permits, as described below, at [] BUYER [] SELLER expense. If IS, Seller shall
78. cooperate with Buyer to obtain such approval.

80. THIS PURCHASE AGREEMENT SALE AND CLOSING ARE SUBJECT
81. TO WRITTEN APPROVAL OF BUYERS INTENT TO PURCHASE
BY THE CITY OF ST. PAUL AND/OR THE OFFICE OF
THE CITY COUNCIL WITHIN (15) FIFTEEN BUSINESS
DAYS AFTER FINAL ACCEPTANCE DATE ON PAGE 19
LINE 365.

Handwritten initials and signature: RPN, HHH



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

82. Page 12

83. Property located at 929 W 7th Street Saint Paul

84. C. OTHER CONTINGENCIES: This Purchase Agreement is contingent upon Buyer's reasonable approval of the following items, if checked. Buyer shall approve the items within days of either: (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or (b) receipt of the item if Seller is obligated to obtain the item. (Select appropriate options i-vi.)

89. [] (i) [] BUYER [] SELLER obtaining a certificate of survey of the Property, at [] BUYER [] SELLER expense.

91. [] (ii) [] BUYER [] SELLER obtaining soil tests which indicate that the Property may be improved without extraordinary building methods or costs, at [] BUYER [] SELLER expense.

93. [] (iii) [] BUYER [] SELLER obtaining copies of all covenants, reservations and restrictions affecting the Property, at [] BUYER [] SELLER expense.

95. [] (iv) [] BUYER [] SELLER obtaining and approving copies of Association documents at [] BUYER [] SELLER expense.

97. [] (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments, judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person or persons claiming under any of them with respect to any of the Security Deposits.

111. [] (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the last years, vendor contracts, and any other documents in Seller's possession or control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.





ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

116. Page 13 Saint Paul

117. Property located at 929 W 7th Street

118. D. BUYER INVESTIGATIONS: This Purchase Agreement [X] IS [] IS NOT contingent upon Buyer's investigations of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and suitability of the Property for Buyer's Intended purpose. Any Buyer investigations shall be completed within 7 days of Final Acceptance Date of this Purchase Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. SELLER

BUYER

124. MIDWAY MOVERS LLC

Tina North

125. By: J. M. Hunter (President)

By: Tina North

126. Its: (Title)

Its: (Title)

127. 11/20/15 (Date)

11-16-15 (Date)

128. SELLER

BUYER

129. _____

Ryan P. North

130. By: _____

By: Ryan P. North

131. Its: (Title)

Its: (Title)

132. _____ (Date)

11-16-15 (Date)

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

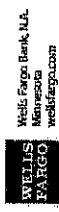


RITZ PRODUCTIONS, LLC
MOSS ENVY
3056 EXCELSIOR BLVD
MINNEAPOLIS, MN 55416

3061
17-1/910 937
5943447101

Nov 17, 2015
Date

Pay to the Order of Coldwell Banker Burnet \$ 3,000.00
Three thousand 00/100 Dollars



Jina Rosta

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