Purchase and Sale Agreement

• PARTIES:
The parties to this Agreement are The NYA Group, LLC, herein referred to as "Buyer", and
herein referred to as "Seller".
• PROPERTY: Buyer agrees to buy and Seller agrees to sell real property located at 5t. Paul MN 55117 (address), located in Ramsey County, State of Minnesota, and more fully
described in the records as they are recorded in the Ramsey County Courthouse/Clerk's Office (hereinafter "Property"). A legal description of the real property is attached hereto as Exhibit A.
• PRICE: Buyer agrees to pay Seller and Seller agrees to accept \$ 550,000 payable at closing.
• EARNEST MONEY DEPOSIT: Within five (5) business days after acceptance, Buyer shall deposit with title/escrow company named Title Mark, LLC (hereinafter referred to as the "Title Company") the sum of \$ 2,500 to be held by the Title Company as earnest money in accordance with the terms of this Agreement. At closing, the Earnest Money shall be applied to the sales price of the Property.
• FINANCING: This Agreement is conditioned upon Buyer's having obtained financing on such terms as may be acceptable to Buyer, for Buyer's purchase of the Property. If Buyer fails to obtain financing on terms as may be acceptable to Buyer, Buyer may terminate this Agreement by delivering a written notice of termination to Seller within 30 business days and all earnest money shall be returned to Buyer.
• TITLE: This Agreement is contingent on Title (per the title report) being acceptable to the Buyer. At closing Seller will convey Title to Buyer via Warranty Deed. Unless otherwise noted in this agreement, Title of Seller is to be free of all liens, restrictions, encumbrances and defects of any kind not specifically noted herein.
• APPRAISAL: (if Buyers elects, check one: Yes: X No: This Agreement is contingent upon the Property appraising at no less than the specified purchase price. If the Property does not appraise for the specified purchase price, then Buyer may cancel this Agreement and all earnest money shall be returned to Buyer.
• TAXES/ASSESSMENTS/DUES:
Taxes, assessments, rents, interest, Association, Condominium and/or Home Owner fees/dues, including water and other utility charges, shall be paid pro-rata as of the date of closing, as follows: Seller pays each/all to the date of
closing and thereafter Buyer pays each/all.
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OTHER COSTS/FEES:				
The Seller or Buyer is responsible for the following	ing (potential) (Costs and Fees (a	ıffix "X" at a	pplicable Cost or
Fees):				
Title Fee:	Seller	<u></u> ⊠Buyer	•	
Title Insurance Costs:	Seller	<u></u> ★ Buyer		
Escrow Fees:	★ Seller	Buyer		
Recording Fees:	★ Seller	Buyer		* * * *
Document/Transaction Stamps/Taxes:	Seller	× Buyer		, ,
Survey Costs:	Seller	X Buyer	** * *	
Brokerage Commission:	N/ASeller	N/ABuyer		e de la companya de La companya de la co
Other;		•		
i.	Seller	Buyer		
ìì.	Seller	Buyer		The second of th
iii.	Seller	Buyer		
BEDGOMAT TRANSPORT		4/12/1144		
 PERSONAL PROPERTY/FIXTURES: 				- :
Seller and Buyer agree Seller shall not remove from	n the premises a	ly fixture or person	onal property	and that all
fixtures and personal property are included in the P	urchase and Sale	nrice. The partie	s may agree i	to attach hereto, as
Exhibit B, a list of all personal property and fixture	n it bobydod in the	onto To the second	. 197Lil.i. 172	!
both portion said autilities and property data manufe	s menaded in the	saie. In the even	EXMOUS	is agreed upon by
both parties said exhibit is incorporated herein, and	made part of thi	s agreement.		
BUTTE ADDRESS COME & PROCESS & PROPERTY.				
NUMBER OF LEGAL UNITS Seller warrants that the number of legal apartment	nt units on the m	rimorto in O	•	
bear maximus that the halfoot of legal apartmen	at units on the p	toperty is		
 NO LAWSUITS, ETC. 				
Seller warrants that Seller has no actual knowled	dge of any cur	rent pending law	suits, investi	igations inquiries
actions or other proceedings affecting the Proper	ty or the right to	use and occupy	it.	-Danney midelling
en e	•	~ -		
• <u>DEFECTS</u>				•
Seller warrants the property is free from hazardous	substances and a	any violation of z	oning, enviro	nmental, building
or other codes or ordinances, and warrants there are	e no known facts	that may adverse	ly impact the	property value.
 STRUCTURAL MODIFICATIONS 				• •
Seller shall disclose to Buyer in writing any kn	own structural	additions or mod	lifications, o	alterations to the
Property, or the installation, alteration, repair of	replacement of	f significant com	ponents of t	he structures upon
the Property.				
TATOMIT CUTTOMIN			• •	
• INSPECTION:				- •
Seller shall allow Buyer and/or Buyer's inspector	r complete acces	ss to the real pro	perty prior to	closing for the
purpose of performing a whole property inspection inspector 30 business days, excluding nationally	on at Buyer's ex	pense. Seller sha	all allow Bus	
			an water way	er and/or Buyer's

to close is contingent on the results of the inspection(s) and Buyer's satisfaction with the results of the same. Buyer may terminate this Agreement by delivering a written notice of termination to Seller within 30 business

days and all earnest money shall be returned to Buyer.

• <u>CLOSING:</u> This transaction will be closed by <u>Augustian</u> , 2017, and shall only be extended as required by Title Company to complete Title Company required paperwork.
This document contains the final terms and agreement of the parties, and is approved by the parties on this