

ADDENDUM TO PURCHASE AGREEMENT

Addendum to Purchase Agreement dated Oct. 7, 2019 ("Agreement") between William Joseph Stuff, Seller, and Hassan Mohamud, Buyer, for the property located at 489 Sherburne Avenue, Saint Paul, Ramsey County, Minnesota ("the Property").

1. Seller shall convey marketable title by contract for deed to the Buyer on the Closing Date, subject only to the exceptions set forth in the Agreement, and any liens, encumbrances, or defects allowed or permitted by the Buyer.
2. The Closing Date shall be ten (10) days after the Buyer receives a certificate of occupancy for the Property, but no later than April 15, 2021.
3. Buyer shall be entitled to the exclusive use, occupancy, and control of the Property according to the terms of a lease between Seller and Buyer.
4. Until the Closing Date, the Buyer shall lease the Property from the Seller.

The terms of the lease will provide that:

- a. The Buyer will have exclusive use, occupancy, and control of the Property in order to the Rehabilitation Project (defined in Section 7 below).
 - b. The lease shall commence on November 1, 2019.
 - c. Rent shall be \$500.00 per month payment in advance on the first day of each month during the terms of the lease. Unless the Buyer defaults under the Agreement or the lease, the rent paid will be credited toward the purchase at Closing.
 - d. The term of the lease shall be until Buyer receives a certificate of occupancy for the Property, but no later than April 15, 2021.
 - e. During the term of the lease, the Buyer shall maintain the Property, will pay all utilities, taxes, assessments, and vacant building fees on the property, and will assume any liens, claims, or encumbrances placed against the Property.
 - f. During the terms of the lease, Buyer shall keep the property fully insured, including liability and casualty insurance, naming Seller as insured.
 - g. Buyer may not assign the Agreement, or the lease or sublease the Property, without the consent of the Seller.
 - h. Taxes and assessments will be prorated to the date of the lease.
 - i. A default by the Buyer under the lease shall be a default of the Agreement.
5. Seller may remove personal property from the Property until October 31, 2019, after which any personal property remaining at the Property will be deemed abandoned by the Seller, and the Buyer may dispose of such property.
 6. Buyer and Seller acknowledge that the Property is currently listed by the City of Saint Paul ("City") as a Category-III vacant property and that the Saint Paul City Code prohibits transfer of the title of ownership without first obtaining the appropriate certificate of occupancy or compliance from the City of St. Paul's Department of Safety and Inspections.
 7. Buyer will contract with licensed professionals where city code requires. A portion of labor will come from volunteers. A portion of construction materials will also be donated. Where appropriate, Buyer will obtain written waiver of mechanics lien rights.

8. Seller shall cooperative as necessary with Buyer to complete the Rehabilitation Project.
9. If required by the City of St. Paul, Buyer will post a performance deposit in the amount of \$5,000.00. The amount also serves as earnest money under the Purchase Agreement. If not required or if required and later refunded to the Seller, this amount shall be added to the purchase price.
10. Seller has the requisite power and authority to enter into and perform this Purchase Agreement. Buyer as the requisite power and authority to enter into an perform this Purchase Agreement and has the financial capacity to purchase the Property and perform the Rehabilitation Project.
11. Seller will provide the Buyer with an opportunity to inspect the property prior to October 31, 2019. The Buyer has until October 31, 2019, to reject this offer and sign a cancellation if the Buyer is not satisfied with Property condition after inspection.
12. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

Seller:

William J. Stuff
William Joseph Stuff

10-7-19
Date

Buyer:

Hassan Mohamad
Hassan Mohamad

10/7/19
Date

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

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This addendum is a continuation of the Purchase Agreement dated October 7, 2019, by and between
William Joseph Stuff, as Sellers, and
Hassan Mohamud as Buyers,
located at or described as 897 Sherburne Avenue, City of Saint Paul, County of Ramsey, State of Minnesota, Zip Code 55103.

LEAD WARNING STATEMENT

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

LEAD PAINT INSPECTION CONTINGENCY

Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required by buyer to correct problems set out in the report. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)

If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to correct the problems prior to closing.

If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection demonstrating that the problems have been corrected.

If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as to problems set out in the report, or this purchase agreement is void.

Buyer may waive in writing the rights contained in this contingency at any time.

Seller's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

- (i) lead-based paint or lead-based paint hazards are present in the housing (explain:)
- (ii) Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to seller (check (i) or (ii) below):

- (i) Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents below).
- (ii) Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) Buyer has received copies of all information listed at (b)(i) above.

(d) Buyer has received the pamphlet, Protect Your Family from Lead in Your Home, an EPA publication available at www.epa.gov/lead/pubs/leadpdf.pdf.

(e) Buyer has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards; or,

(ii) waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Certification of Accuracy

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

William J. Stoff 10-7-19
Seller date

Edward M. ... 10/7/19
Purchaser date

Seller date

Purchaser date

Listing broker / agent date

Selling broker / agent date