

## FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (“Amendment”) is entered effective November 21, 2019, between William Joseph Stuff, Seller, and Hassan Mohamud, Buyer, for the property located at 489 Sherburne Avenue, Saint Paul, Ramsey County, Minnesota (“the Property”). The Amendment amends the Purchase Agreement entered by the parties on October 7, 2019.

1. Seller shall convey marketable title by contract for deed to the Buyer on the Closing Date, subject only to assessments certified to Ramsey County Property Tax Services and pending levy by the City of St. Paul effective November 20, 2019.
2. The amount of assessments certified to Ramsey County Property Tax Services and pending levy by the City of St. Paul effective November 20, 2019, shall be deducted from the purchase price.
3. Seller shall obtain a title commitment for the property. To any extent that Seller is unable to pay the full cost of the title commitment before closing, the remaining fees for the title commitment share be deducted from the purchase price.
4. The Closing Date shall be ten (10) days after the Buyer receives a certificate of occupancy for the Property, but no later than May 15, 2021.
5. 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.
6. 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 proceed with the Rehabilitation Project (identified in Sections 8-12 below).
  - b. The lease shall commence on ~~December 1, 2019~~ <sup>January 10, 2020</sup> *WJ* *HM*
  - 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 May 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. A default by the Buyer under the lease shall be a default of the Agreement.
7. Seller may remove personal property from the Property until November 30, 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.

8. 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.
9. Buyer will contract with licensed professionals where city code requires. A portion of labor may come from volunteers. A portion of construction materials may also be donated. Where appropriate, Buyer will obtain written waiver of mechanics lien rights.
10. Seller shall cooperate as necessary with Buyer to complete the Rehabilitation Project.
11. Seller acknowledges that the \$5,000 performance deposit provided to the City of St. Paul serves as the earnest money under the Purchase Agreement. *no longer* ~~If the performance deposit is later refunded to Buyer or Buyer's investor, this amount shall be added to the purchase price.~~ *addendum financing*
12. Seller has the requisite power and authority to enter into and perform this Amendment to the Purchase Agreement. Buyer as the requisite power and authority to enter into and perform this Amendment to the Purchase Agreement and has the financial capacity to purchase the Property and perform the Rehabilitation Project.
13. In the event of any conflict between this Amendment and the Agreement, the terms of this Addendum shall control.

Seller:

*William Joseph Stuff*  
 \_\_\_\_\_  
 William Joseph Stuff

*11/21/19*  
 \_\_\_\_\_  
 Date

Buyer:

*Hassan Mohamud*  
 \_\_\_\_\_  
 Hassan Mohamud

*11/21/2019*  
 \_\_\_\_\_  
 Date