

AMENDMENT "A" TO PURCHASE AGREEMENT

Addendum to Purchase Agreement dated **November 19th, 2022** ("Agreement") between **Petr Gnatyk**, Seller, and _____, Buyer, for the property located at **46 Front Ave., Saint Paul, MN 55117** ("the Property").

1. Seller shall convey marketable title 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 extended to ten (10) days after the Buyer receives a certificate of occupancy for the Property, but no later than **June 23rd, 2023**.
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 complete the Rehabilitation Project (defined in Section 7 below).
 - B. The lease shall commence on **January 23rd, 2023**.
 - C. Rent shall be \$100.00 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 Property, but no later than the Closing Date defined in Paragraph 2.
 - 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 term of the lease, Buyer shall keep the property fully insured, including liability and casualty insurance, naming Seller as insured.
 - G. Seller gives Buyer the right to market the property for sale and grants the Buyer the right to assign the Purchase Agreement and the lease in Buyer's sole discretion.
 - 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 **January 23rd, 2023**, 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. Buyer will use the Buyer's best efforts to: no later than **June 13th, 2023**, meet the conditions of the City of St. Paul, perform the repairs and rehabilitation to the Property, comply with all orders of the City, obtain all required permits and approvals, and obtain a certificate of occupancy (collectively the "Rehab Project").
8. Seller shall cooperate as necessary with Buyer to complete the Rehab Project.
9. Seller has posted a performance bond with the City. When refunded, the performance bond shall be paid to Seller. If not refunded to Seller, the amount of of the bon shall be added to the purchase price and paid by Buyer at Closing.
10. Seller has the requisite power and authority to enter into and perform this Purchase Agreement. Buyer has the requisite power and authority to enter into and perform this Purchase Agreement and has the financial capacity to purchase the Property and perform the Rehab Project.
11. Buyer has had an opportunity to inspect the Property. Seller and Buyer agree that Seller is selling and Buyer is buying the Property in its present "As-Is" condition.

DocuSigned by:

Petr Gnatyk

Seller Signature

Petr Gnatyk
Seller Printed Name

Buyer Signature

Buyer Printed Name



Closing Date defined in Paragraph 2.

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_____ **Seller Signature** 

Petr Gnatyk
Seller Printed Name

_____ **Buyer**  **Signature**
DocuSigned by:
Inklings Capital LLC
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Heriberto Parra **Buyer Printed Name**