

COMMERCIAL BUYER AND/OR TENANT REPRESENTATION CONTRACT: EXCLUSIVE

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- 1. Date February 10th 2026
- 2. Page 1

3. **DEFINITIONS:** Buyer and/or Tenant is Housing and Redevelopment Authority of the City of St. Paul, MN (“Buyer and/or (e.g., trust, power of attorney, conservator, etc.)

4. Tenant”). Broker is ABC Realty, LLC (Real Estate Company Name)

5. (“Broker”). Buyer and/or Tenant gives Broker the exclusive right to locate and/or to assist in negotiations for the

6. **PURCHASE, exchange or option to purchase** (“Purchase”) **LEASE, or option to lease** (“Lease”) (Check all that apply.)

7. commercial, industrial, or investment property at a price and with terms acceptable to Buyer and/or Tenant. (If only **PURCHASE** is checked, all references to Tenant, lessor, or Lease do not apply. If only **LEASE** is checked, all references

9. to Buyer, seller, or Purchase do not apply.) This Contract starts on January 22nd 2026, and ends

10. at 11:59 P.M. on June 30th 2026. This Contract terminates upon successful closing and/or

11. Lease of a property or expiration or cancellation of this Contract, whichever occurs first. This Contract may only be canceled by written mutual agreement of the parties.

13. **BROKER’S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Buyer and/or Tenant. Broker shall use professional knowledge and skills to assist in negotiations for the Purchase and/or Lease of property. Broker shall assist Buyer and/or Tenant throughout the transaction. Broker shall act in Buyer’s and/or Tenant’s best interest at all times. Broker shall comply with all applicable nondiscrimination regulations.

17. **BUYER’S AND/OR TENANT’S OBLIGATION:** Buyer and/or Tenant shall work exclusively with Broker for the Purchase and/or Lease of property. Buyer and/or Tenant shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer’s and/or Tenant’s ability to Purchase and/or Lease property, if requested. Buyer and/or Tenant shall cooperate with Broker in finding a property to Purchase and/or Lease. After a purchase and/or lease agreement has been accepted by seller and/or lessor, Buyer and/or Tenant is legally obligated to Purchase and/or Lease the property. If Buyer refuses to close the Purchase and/or Tenant refuses to commence the Lease in accordance with the terms of the executed lease agreement for any reason other than the failure of the seller and/or lessor to perform, subject to relevant contingencies, Buyer and/or Tenant shall pay Broker all compensation due under this Contract.

26. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER’S CLIENT. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

29. **BROKER’S COMPENSATION:** (Fill in all blanks.)

30. **COMPENSATION FOR PURCHASE:** If Buyer, or any other person acting on Buyer’s behalf, agrees to Purchase any property, subject to the COMPENSATION CONDITIONS identified in lines 59-72, the following compensation shall

32. apply. Buyer shall pay Broker a retainer fee of \$ 0.00 when Buyer signs this Contract. Broker shall keep this fee even if Buyer does not Purchase property. The retainer paid shall apply toward satisfaction of Buyer’s obligation to compensate Broker. Buyer shall pay Broker, as Broker’s compensation,; (Check any that apply.)

35. _____ percent (%) of the selling price;

36. \$ _____ ;

37. \$ _____ per square foot;

38. **OTHER:**

39. **Seller shall pay the buyer broker fee of 3% upon a successful transaction closing.**

40.

41. when Buyer closes the Purchase, or upon the occurrence of any of the following conditions, identified in lines 59-72.

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43. **COMPENSATION FOR LEASE:** If Tenant, or any other person acting on Tenant's behalf, agrees to Lease any
 44. property, subject to the COMPENSATION CONDITIONS identified in lines 59-72, the following compensation shall
 45. apply. Tenant shall pay Broker a retainer fee of \$ _____ when Tenant signs this Contract.
 46. Broker shall keep this fee even if Tenant does not Lease property. The retainer paid shall apply toward satisfaction
 47. of Tenant's obligation to compensate Broker. Tenant shall pay Broker, as Broker's compensation,;
 48. (Check any that apply.)
 49. _____ percent (%) of the total gross obligation of the lease price;
 50. _____ percent (%) of the total net obligation of the lease price;
 51. \$ _____ ;
 52. \$ _____ per useable square foot;
 53. \$ _____ per rentable square foot;
 54. OTHER:
 55.
 56.
 57. upon the occurrence of any of the following conditions, identified in lines 59-72 and paid in the following manner:
 58. _____ percent (%) upon lease execution and _____ percent (%) upon lease occupancy.

59. **COMPENSATION CONDITIONS:**

60. 1. Buyer and/or Tenant Purchases and/or Leases or agrees to Purchase and/or Lease a property before the end of
 61. this Contract; or
 62. 2. Within 180 days (not to exceed six (6) months, except for the purchase or sale of a business, in which case
 63. it cannot exceed two (2) years) after the end of this Contract, Buyer and/or Tenant Purchases and/or Leases
 64. property which either Broker or Broker's salesperson has physically shown Buyer and/or Tenant or Broker or
 65. Broker's salesperson has provided specific substantive information before the end of this Contract, so long as
 66. Broker has identified this property on a written list Broker gives to Buyer and/or Tenant within 72 hours after the
 67. end of this Contract.

68. Broker is authorized to negotiate and receive compensation paid by seller and/or lessor, or broker representing or
 69. assisting seller and/or lessor. Any compensation accepted by Broker from seller and/or lessor, or broker representing
 70. or assisting seller and/or lessor, **SHALL** reduce any obligation of Buyer and/or Tenant to pay compensation by
 71. the amount received by seller and/or lessor, or broker. Broker must inform Buyer and/or Tenant in writing before
 72. Buyer and/or Tenant signs an offer to Purchase and/or Lease the property.

73. **CAUTION: BUYER'S AND/OR TENANT'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF**
 74. **COMPENSATION BY SELLER(S) AND/OR LESSOR(S) AND MAY THEREFORE OBLIGATE BUYER**
 75. **AND/OR TENANT TO PAY ALL OR PART OF THE COMPENSATION IN CASH AT CLOSING. FOR**
 76. **EXAMPLE: SIGNING A PURCHASE AND/OR LEASE AGREEMENT THROUGH ANOTHER BROKER**
 77. **OR WITH SELLER AND/OR LESSOR MAY REQUIRE BUYER'S AND/OR TENANT'S PAYMENT OF**
 78. **THE FULL COMPENSATION TO BUYER'S AND/OR TENANT'S BROKER.**

79. **ADDITIONAL COSTS:** Buyer and/or Tenant acknowledges that Buyer and/or Tenant may be required to pay certain
 80. costs at closing and/or in Leasing; including but not limited to application fees, credit checks, and/or closing costs;
 81. which may effectively increase the cash outlay at closing.

82. **CLOSING SERVICES:**

83. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING BUYER, OR REAL ESTATE
 84. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT
 85. EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF
 86. THE CLOSING ITSELF.

87. Buyer's choice for closing services: (Check one.)

88. Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.
 89. Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

90.  
 (Buyer's Initials) (Buyer's Initials)

**COMMERCIAL BUYER AND/OR TENANT
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92. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
93. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor
94. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally
95. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with
96. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC
97. §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility
98. for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance,**
99. **as Broker will be unable to assure Buyer that the transaction is exempt from the withholding requirements.**

100. **INSPECTION:** Broker recommends that Buyer and/or Tenant obtain a physical inspection and conduct further
101. investigation and due diligence of the property, including but not limited to inspecting and reviewing the financial
102. documents, environmental reports, surveys, and any additional methods of investigation of Buyer's and/or Tenant's
103. choice, to satisfy themselves with the condition of the property.

104. **AGENCY REPRESENTATION:**

105. Buyer and/or Tenant will agree to a dual agency representation and will consider properties listed by Broker.
106. Buyer and/or Tenant will not agree to a dual agency representation and will not consider properties listed by
107. Broker.

108. Real Estate Company Name: ABC Realty, LLC

109. By: Seanne Thomas 05/20/26
(Licensee)

110. Buyer and/or Tenant: Melanie McMahon, HRA Interim Executive Director Date: 05/22/26

111. Buyer and/or Tenant: Joe Harney, OFS Director Date: 05/21/26

112. **OTHER POTENTIAL BUYERS AND/OR TENANTS:** Broker may represent or work with other potential buyers and/
113. or tenants for the same property before, during and after the expiration of this Contract. Other potential buyers and/or
114. tenants may consider, make offers or Purchase and/or Lease through Broker the same or similar properties as Buyer
115. and/or Tenant is seeking to acquire.

116. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Buyer and/or Tenant, may have had a
117. previous agency relationship with a seller and/or tenant of a property Buyer and/or Tenant is interested in Purchasing
118. and/or Leasing. Buyer and/or Tenant acknowledges that Buyer's and/or Tenant's Broker, or licensee representing
119. Buyer and/or Tenant, is legally required to keep information regarding the ultimate price and terms the seller and/or
120. lessor would accept and the motivation for selling and/or leasing confidential, if known.

121. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
122. Buyer's and/or Tenant's successful closing and/or Lease of a property or expiration or cancellation of this Contract,
123. whichever occurs first.

124. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
125. registry and persons registered with the predatory offender registry under MN Statutes 243.166 may be
126. obtained by contacting the local law enforcement offices in the community where the property is located,
127. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web
128. site at <https://coms.doc.state.mn.us/publicregistrantsearch>

129. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the
130. entire agreement between Buyer and/or Tenant and Broker. Any other written or oral communication between Buyer
131. and/or Tenant and Broker, including, but not limited to, e-mails, text messages, or other electronic communications
132. are not part of this Contract. This Contract can be modified or canceled only in writing signed by Buyer and/or Tenant
133. and Broker or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
134. Contract.

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

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138. **CONSENT FOR COMMUNICATION:** Buyer and/or Tenant authorizes Broker and its representatives to contact Buyer and/or Tenant by mail, phone, fax, e-mail, text message or other means of communication during the term of this Contract and anytime thereafter.

141. **OTHER:**

142. Buyer agrees to pay a \$550 broker administrative fee upon a successful transaction closing.

143. **BROKER**

144. **ACCEPTED BY:** ABC Realty, LLC
(Real Estate Company Name)

145. By: Seanne Thomas
(Licensee's Signature)

146. Seanne M Thomas
(Licensee's Printed Name)

147. 05/20/26
(Date)

148. 565 Payne Avenue
(Address)

149. St. Paul MN 55130
(City/State/Zip)

150. 651-348-7845 651 230-4070
(Phone)

151. sthomas@abcrealtytwincities.com
(E-Mail Address)

152.

153.

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161.

162.

BUYER AND/OR TENANT

ACCEPTED BY: Housing and Redevelopment Authority of the city of St. Paul, MN
(Business Entity or Individual Name)

By: Melanie McMahon, HRA Interim Executive Director
(Buyer's and/or Tenant's Signature)

Melanie McMahon
(Buyer's and/or Tenant's Printed Name)

Its: Interim Executive Director
(Title)

05/22/2026
(Date)

25 W 4th St. Suite 1300 City of St. Paul HRA
(Address)

St. Paul MN 55102
(City/State/Zip)

(Phone)

melanie.mcmahon@ci.stpaul.mn.us
(E-Mail Address)

BUYER AND/OR TENANT

ACCEPTED BY: Housing and Redevelopment Authority of the City of St. Paul, MN
(Business Entity or Individual Name)

By: Joe Harney, OFS Director
(Buyer's and/or Tenant's Signature)

Joe Harney,
(Buyer's and/or Tenant's Printed Name)

Its: OFS Director
(Title)

05/21/2026
(Date)

265 W 4th St. Suite 1300 City of St. Paul HRA
(Address)

St. Paul MN 55102
(City/State/Zip)

(Phone)

joe.harney@ci.stpaul.mn.us
(E-Mail Address)

163. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND/OR TENANT AND BROKER.**
164. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker’s account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign
Melanie McMahon, HRA Interim Executive Director
 (Signature)

05/22/26
 (Date)

Authentisign
Joe Harney, OFS Director
 (Signature) 05/21/26
 (Date)

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