

COMMERCIAL PURCHASE AGREEMENT

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1. Date 2/25/2017

2. Page 1 of _____ pages

3. BUYER (S): Balance Properties III, LLC

4. _____

5. Buyer's earnest money in the amount of Ten Thousand

6. _____ Dollars

7. (\$ 10,000.00) shall be delivered no later than two (2) Business Days after

8. Final Acceptance Date of this Purchase Agreement **to be deposited in the trust account of:** (Check one.)

9. listing broker; or

10. _____ ,

(Name of Title Company)

11. **within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.**

13. Said earnest money is part payment for the purchase of property at _____

14. 2936-2940 Harriet Ave S located in the

15. City/Township of Minneapolis , County of Hennepin ,

16. State of Minnesota, PID # (s) 34-029-24-33-0114, 34-029-24-33-0115

17. _____

18. and legally described as follows LOT 002, BLOCK 010, EXCELSIOR ADDITION TO MINNEAPOLIS

19. AND LOT 003, BLOCK 010, EXCELSIOR ADDITION TO MINNEAPOLIS

20. _____ (collectively the "Property")

21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement: Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. Eight Hundred Seventy-Five Thousand

24. _____

25. (\$ 875,000.00) Dollars, which Buyer agrees to pay in the following manner:

26. 1. **CASH** of 10 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

28. 2. **FINANCING** of 90 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

30. Such financing shall be: (Check one.) a first mortgage; a contract for deed; or a first mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement:*

32. **Conventional/SBA/Other** **Contract for Deed.**
------(Check one.)-----

33. **DUE DILIGENCE:** This Purchase Agreement IS IS NOT subject to a due diligence contingency. (If answer is IS, ------(Check one.)-----)

34. see attached see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)

35. **CLOSING:** The date of closing shall be May 31 , 20 17 .

36. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: (Check one.)

37. **Warranty Deed**, **Limited Warranty Deed**, **Contract for Deed**, or

38. **Other:** _____ **Deed** conveying marketable title, subject to:

39. (a) building and zoning laws, ordinances, and state and federal regulations;

40. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

41. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

42. (d) utility and drainage easements which do not interfere with existing improvements; and

43. (e) others (must be specified in writing): _____

44. _____

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46. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

47. **TENANTS/LEASES:** Property **IS** **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*
-----*(Check one.)*-----

48. *to Commercial Purchase Agreement: Due Diligence*).

49. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within 3 days of Seller's written request. Said consent
52. shall not be unreasonably withheld.

53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be
56. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

57. **SPECIAL ASSESSMENTS:**

58. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY**
-----*(Check one.)*-----

59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.

61. **BUYER SHALL ASSUME** **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments
-----*(Check one.)*-----

62. levied as of the date of this Purchase Agreement.

63. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
-----*(Check one.)*-----

64. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
66. or less, as allowed by Buyer's lender.)

67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
68. which is not otherwise here provided.

69. As of the date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
-----*(Check one.)*-----

70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
71. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
72. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
77. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
78. and directing all earnest money paid here to be refunded to Buyer.

79. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

80. **IMMEDIATELY AFTER CLOSING;** or

81. **OTHER:** _____

82. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
83. by possession date.

84. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property
85. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
86. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

87. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of
88. closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before
89. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
90. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
91. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
92. directing all earnest money paid here to be refunded to Buyer.

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94. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 14 days days after Final
96. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment
97. for an owner's policy of title insurance from _____, including levied
(Name of Title Company)

98. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the
99. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.
100. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately
101. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the
102. Deed as specified here to be delivered pursuant to this Agreement.

103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have 30 days ("Cure Period") from receipt of Buyer's written title
104. objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections,
105. Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not
106. Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts
107. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay
108. the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
110. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase
111. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
112. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
113. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
114. refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer
115. shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined
116. to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
118. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
119. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections
120. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the
121. closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would
123. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
124. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
125. closing date, whichever is later.

126. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
127. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
128. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
129. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
130. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither
131. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
132. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
133. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase
134. the Property subject to the objections Seller has not cured without reduction in the purchase price. If neither notice is
135. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to
136. proceed to closing as provided in the immediately preceding sentence.

137. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
138. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase
139. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
140. earnest money paid here as liquidated damages.

141. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
142. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
143. (6) months after such right of action arises.

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145. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
147. of Seller's knowledge.

148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened against
149. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller
150. will promptly notify Buyer of such proceeding.

151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;
152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and
153. operation of the Property.

154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any
156. structure on, or improvement to, the Property.

157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
160. received by Seller shall be provided to Buyer immediately.

161. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
162. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
163. to purchase, rights of first refusal, or other similar rights affecting the Property.

164. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
165. of closing.

166. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
167. standing under the laws of the state of Minnesota; that Seller is duly qualified to transact business in the State of
168. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
169. the Seller's Closing Documents signed by it; such documents have been duly authorized by all necessary action on
170. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of
171. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
172. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
173. of Seller, and are enforceable in accordance with their terms.

174. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
175. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
176. breach of any of the above representations and warranties, whether such breach is discovered before or after the date
177. of closing.

178. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations
179. and warranties.

180. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants
181. to Seller that Buyer is duly organized and is in good standing under the laws of the state of Minnesota; that Buyer is
182. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
183. authority to enter into this Purchase Agreement and the Buyer's Closing Documents signed by it; such documents
184. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
185. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation
186. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer
187. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
188. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
189. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
190. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
191. the date of closing.

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192. Page 5 Date 2/25/2017

193. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

194. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

195. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
196. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
197. ending at 11:59 P.M. on the last day.

198. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
199. stated elsewhere by the parties in writing.

200. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
201. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller
202. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

203. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
204. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

205. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
206. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
207. performance, such action must be commenced within six (6) months after such right of action arises.

208. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
209. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
210. **DATE OF THIS PURCHASE AGREEMENT.**

211. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential
212. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's*
213. *Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

214. **(Check appropriate boxes.)**

215. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

216. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**

217. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

218. SELLER **DOES** **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
-----*(Check one.)*-----

219. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
220. *Subsurface Sewage Treatment System*.)

221. **PRIVATE WELL**

222. SELLER **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
-----*(Check one.)*-----

223. is located on the Property, see *Disclosure Statement: Well*.)

224. THIS PURCHASE AGREEMENT **IS** **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT*:
-----*(Check one.)*-----

225. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

226. (If answer is **IS**, see attached *Addendum*.)

227. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
228. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
229. **TREATMENT SYSTEM.**

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231. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

NOTICE

232. Faith B Vokovan is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) -----(Check one.)-----

234. Uptown Properties
(Real Estate Company Name)

235. _____ is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) -----(Check one.)-----

236. _____
(Real Estate Company Name)

237. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a
238. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
239. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
240. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
241. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
242. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
243. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
244. may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

245. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
246. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
247. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
248. transaction without the consent of both parties. Both parties acknowledge that

250. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will
251. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
252. be shared;

253. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

254. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the
255. sale.

256. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its
257. salespersons to act as dual agents in this transaction.

258. **SELLER:** _____ **BUYER:** _____

259. By: _____ By: _____

260. Its: _____ Its: Morgan Luzier, Authorized Signer
(Title) (Title)

261. _____ (Date) _____ (Date)

262. **SELLER:** _____ **BUYER:** _____

263. By: _____ By: _____

264. Its: _____ Its: _____
(Title) (Title)

265. _____ (Date) _____ (Date)

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266. Page 7 Date 2/25/2017

267. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

268. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.

269. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
270. cash outlay at closing or reduce the proceeds from the sale.

271. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
272. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
273. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
274. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

275. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
276. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
277. the closing and delivery of the deed.

278. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
279. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
280. identification numbers or Social Security numbers.

281. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
282. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
283. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
284. **party whether the transaction is exempt from FIRPTA withholding requirements.**

285. **NOTE:** MN Statute 500.21 establishes certain restrictions on the acquisition of title to agricultural land by aliens and
286. non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale
287. of agricultural land and Buyer is a foreign person.

288. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 p.m.,
289. _____, 20_____, and in such event all earnest money shall be returned to Buyer.

290. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part
291. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or
292. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within 30
293. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing
294. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations
295. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller
296. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid
297. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with
298. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in
299. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title and interest in and to
300. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate
301. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.

302. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless
303. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,
304. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will
305. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash
306. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'
307. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and
308. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for
309. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the
310. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are
311. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and
312. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made
313. by such party.

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315. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

316. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
317. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
318. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
319. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
320. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
321. Agreement.

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

324. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
325. must be delivered.

326. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or
327. contract for deed and be enforceable after the closing.

328. **OTHER:**
329. **Buyer will sign Purchase Agreement upon successful lease signing with
new tenant, Salty Tart.**

330. **Seller will provide Buyer any inspection reports available, along with
331. disclosure statement on the condition of the property.**

332. **Sale includes the dishwasher, walk-in freezers, and anything attached
333. to the walls and floor.**

334. **Buyer and Seller are each responsible for their own closing costs.**

335. **Inspection will be scheduled once all parties have signed the Purchase
336. Agreement and is subject to an inspection contingency, as outlined in
337. the Due Diligence Addendum.**

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COMMERCIAL PURCHASE AGREEMENT

347. Page 9 Date 2/25/2017

348. Property located at 2936-2940 Harriet Ave S Minneapolis MN 55408

349. **ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.**

350. If checked, this Purchase Agreement is subject to
351. attached **Addendum to Commercial Purchase**
352. **Agreement: Counteroffer.**

353. **FIRPTA:** Seller represents and warrants, under penalty
354. of perjury, that Seller **IS** **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----

355. non-resident alien individual, foreign corporation, foreign
356. partnership, foreign trust, or foreign estate for purposes
357. of income taxation. *(See lines 271-287.)* This representation
358. and warranty shall survive the closing of the transaction
359. and the delivery of the deed.

360. **SELLER**

BUYER

361. _____

Balance Properties III, LLC

362. By: _____

By: _____

363. Its: _____
(Title)

Its: Morgan Luzier, Authorized Signer
(Title)

364. _____
(Date)

(Date)

365. **SELLER**

BUYER

366. _____

367. By: _____

By: _____

368. Its: _____
(Title)

Its: _____
(Title)

369. _____
(Date)

(Date)

370. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
371. is the date on which the fully executed Purchase Agreement is delivered.

372. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
373. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

374. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**
375. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**
376. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**
377. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
378. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
379. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY’S RIGHTS.**