

## COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date August 11, 2020

2. BUYER(S) is/are: **KJ Becker Properties, LLC**
3. **individual(s); OR (X) a business entity organized under the laws of the State of Minnesota .**
4. SELLER(S) is/are: **, CITY OF NORTHFIELD, a Minnesota municipal corporation, on behalf of NORTHFIELD HOSPITAL & CLINICS, an instrumentality of the City of Northfield.**
5. **individual(s); OR (X) a business entity organized under the laws of the State of Minnesota .**
6. Buyer's earnest money in the amount of
7. **Ten Thousand Dollars**
8. **(\$10,000.00 )** shall be delivered no later than two (2) Business Days after
9. Final Acceptance Date **to be deposited in the trust account of: (Check one.)**
10. **(X) listing broker; or**
11. ,  
(Trustee)
12. **within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.**
13. Said earnest money is part payment for the purchase of property at
14. **1645 Lyndale Ave N, Ste 103 located in the**
15. **City/Township of Faribault, County of Rice,**
16. **State of Minnesota, Zip Code 55021, PID # (s) 18.25.1.53.003**
- 17.
18. and legally described as follows **UNIT 3 COUNTRY CLUB COMMERCE PARK CONDOMINIUMS**
19. **CIC #79**
20. (collectively the "Property")
21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement*:
22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
23. **One Hundred Eighty-Five Thousand**
- 24.
25. **(\$185,000.00 )** Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:
26. 1. **CASH** of 20 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
27. money; PLUS
28. 2. **FINANCING** of 80 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
30. Such financing shall be: *(Check one.)* **(X) a first mortgage; ( ) a contract for deed; or ( ) a first**
31. **mortgage with subordinate financing** as described in the attached *Addendum to Commercial Purchase Agreement*:
32. **(X) Conventional/SBA/Other ( ) Contract for Deed.**  
*(Check one.)*
33. **DUE DILIGENCE:** This Purchase Agreement **(X) IS ( ) IS NOT** subject to a due diligence contingency.  
(If answer is **IS**,
34. see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)
35. **CLOSING:** The date of closing shall be **October 9th, 2020**

## COMMERCIAL PURCHASE AGREEMENT

36. Page 2 Date August 11th, 2020

37. Property located at **1645 Lyndale Ave N, Ste 103, Faribault, MN 55021**
38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*
39. **( ) WARRANTY DEED ( ) LIMITED WARRANTY DEED ( ) CONTRACT FOR DEED**
40. **(X) OTHER: WARRANTY DEED** conveying marketable title, subject to:
41. (a) building and zoning laws, ordinances, and state and federal regulations;

42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
44. (d) utility and drainage easements which do not interfere with existing improvements; and
46. (e) others (must be specified in writing)
47. **TENANTS/LEASES:** Property ( ) **IS (X) IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*
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 \_\_\_\_\_ 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
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by buyer.
57. **SPECIAL ASSESSMENTS:**
58. (X) **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ( ) SELLER SHALL PAY**
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 (X) SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments
62. levied as of the Date of this Purchase Agreement.
63. **BUYER SHALL ASSUME (X) SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
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 (X) HAS NOT** received a notice
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 written cancellation of Purchase Agreement confirming said

78. cancellation and directing all earnest money paid here to be refunded to Buyer.

### COMMERCIAL PURCHASE AGREEMENT

79. Page 3 Date August 11<sup>th</sup>, 2020

80. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021.

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

82. ☒ **IMMEDIATELY AFTER CLOSING;** or

83. **OTHER:** .

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property

85. by possession date.

86. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property

87. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated

88. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date

90. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before

91. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee

92. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,

93. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation

94. and directing all earnest money paid here to be refunded to Buyer.

95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within **15** days after Final

96. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy

97. of title insurance from Hoffman & Associates, PLLC, including levied and pending special  
(Name of Title Company)

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title

99. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed

100. to have waived any title objections not made within the Objection Period provided for immediately above and any

101. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified

102. here to be delivered pursuant to this Agreement.

103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's

104. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title

105. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether

106. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated

107. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall

108. not delay 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. written cancellation of Purchase Agreement confirming said cancellation
114. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,
115. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has
116. declined 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.

## COMMERCIAL PURCHASE AGREEMENT

126. Page 4 Date August 11, 2020

127. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021 .
128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
130. notice to Seller, or licensee representing or assisting the Seller, given within five (5) days after the end of the Cure Period.
131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
132. *Agreement* confirming said cancellation and directing all earnest money paid here too be refunded to Buyer. Neither
133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase
136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice
137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and
138. to proceed to closing as provided in the immediately preceding sentence.
139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase

141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
142. earnest money paid here as liquidated damages.
143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
145. (6) months after such right of action arises.
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
149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to
150. closing, Seller 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.

## COMMERCIAL PURCHASE AGREEMENT

174. Page 5 Date August 11, 2020

175. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021 .

176. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,

177. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the

178. breach of any of the above representations and warranties, whether such breach is discovered before or after the

179. date of closing.

180. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations

181. and warranties.

182. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants

183. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is

184. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and

185. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents

186. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;

187. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation

188. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer

189. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with

190. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and

191. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because

192. of the breach of any of the above representations and warranties, whether such breach is discovered before or after

193. the date of closing.

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. **REMEDIES.** The termination of this Agreement and retention of the earnest money, if any, will be

206. the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for

207. damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and upon such termination, the Earnest Money, if any, shall be refunded to Buyer and thereafter, neither Party shall have any further rights or obligations hereunder.

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. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

212. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

213. (X) Seller is not aware of any methamphetamine production that has occurred on the Property.

214. ( ) Seller is aware that methamphetamine production has occurred on the Property.

215. (See Disclosure Statement: Methamphetamine Production.)

216. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone

217. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are

218. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such

219. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

220. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory

221. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may

222. be obtained by contacting the local law enforcement offices in the community where the Property is located

223. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web

224. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

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225. Page 6 Date August 11, 2020

226. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021.

227. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential

228. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement*:

229. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

230. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

231. (Check appropriate boxes.)

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

233. **CITY SEWER (X) YES ( ) NO / CITY WATER (X) YES ( ) NO**

234. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

235. SELLER ( ) **DOES (X) DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING

236. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement*:

237. *Subsurface Sewage Treatment System*.)

238. **PRIVATE WELL**

239. SELLER ( ) **DOES (X) DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well

240. is located on the Property, see *Disclosure Statement: Well.*)
241. To the best of Seller's knowledge, the Property ( ) **IS (X) IS NOT** in a Special Well Construction Area.
242. THIS PURCHASE AGREEMENT ( ) **IS (X) IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT**:
243. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
244. (If answer is **IS**, see attached *Addendum.*)
245. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
246. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
247. **TREATMENT SYSTEM.**
248. There ( ) **IS (X) IS NOT** a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.
249. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s).*)
250. **AGENCY NOTICE**
251. Ryan Geiger  
(Licensee) is **(X) Seller's Agent ( ) Buyer's Agent ( ) Dual Agent.**  
----- (Check one.) -----
252. Colliers  
(Real Estate Company Name)
253. Hailey M Warner  
(Licensee) is **( ) Seller's Agent (X) Buyer's Agent ( ) Dual Agent.**  
----- (Check one.) -----
254. Keller Williams Preferred Realty  
(Real Estate Company Name)
255. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a
256. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
257. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
258. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
259. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
260. terms, motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
261. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
262. may not advocate for one party to the detriment of the other.

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263. Page 7 Date August 11, 2020

264. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021 .
265. **CONSENT TO DUAL AGENCY**
266. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
267. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
268. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
269. transaction without the consent of both parties. Both parties acknowledge that
270. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will
271. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
272. be shared;

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

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

275. sale.

276. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its

277. salespersons to act as dual agents in this transaction.

278. **SELLER:**

(Business Entity or Individual Name)

**BUYER:**

(Business Entity or Individual Name)

279. By:

(Seller's Signature)

By:

(Buyer's Signature)

280.

(Seller's Printed Name)

(Buyer's Printed Name)

281. Its:

(Title)

Its:

(Title)

282.

(Date)

(Date)

283. **SELLER:**

(Business Entity or Individual Name)

**BUYER:**

(Business Entity or Individual Name)

284. By:

(Seller's Signature)

By:

(Buyer's Signature)

285.

(Seller's Printed Name)

(Buyer's Printed Name)

286. Its:

(Title)

Its:

(Title)

287.

(Date)

(Date)

283. **SELLER:**

(Business Entity or Individual Name)

284. By:

(Seller's Signature)

285.

(Seller's Printed Name)

286. Its:

(Title)

287.

(Date)

288. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and
289. assigns.
290. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
291. cash outlay at closing or reduce the proceeds from the sale.
292. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
293. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
294. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer
295. and Seller agree to comply with FIRPTA requirements under section 1445 of the Internal Revenue Code
296. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
297. is defined within FIRPTA), prior to closing. Any representation made by Seller with respect to this issue shall survive
298. the closing and delivery of the deed.
299. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
300. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
301. Identification numbers or Social Security numbers.

## COMMERCIAL PURCHASE AGREEMENT

302. Page 8 Date August 11, 2020

303. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021 .
304. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
305. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
306. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
307. **party whether the transaction is exempt from FIRPTA withholding requirements.**
308. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land aliens
309. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the
310. sale of agricultural land and Buyer is a foreign person.
311. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,
312. September 4<sup>th</sup>, 2020, and in such event all earnest money shall be returned to Buyer.
313. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part
314. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or
315. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)
316. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing
317. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations
318. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller

319. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
320. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
321. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
322. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
323. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
324. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written  
325. consent.  
326. **MUTUAL INDEMNIFICATION:** Lines 327 – 337 have been removed.  
338. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
339. and all addenda must be fully executed by both parties and a copy must be delivered.  
340. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
341. this transaction constitute valid, binding signatures.  
342. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
343. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
344. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
345. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
346. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
347. Agreement.  
348. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
349. contract for deed and be enforceable after the closing.  
350. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
351. (1) of this Purchase Agreement.

## COMMERCIAL PURCHASE AGREEMENT

352. Page 9 Date August 11, 2020

353. Property located at 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021.

354. **OTHER:**

355.

356.

357. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

358. If checked, this Purchase Agreement is subject to

359. *attached Addendum to Commercial Purchase*

360. *Agreement: Counteroffer.*

361. **FIRPTA:** Seller represents and warrants, under penalty

362. of perjury, that Seller ( ) **IS (X) IS NOT** a foreign person (i.e., a

-----*(Check one.)*-----

363. non-resident alien individual, foreign corporation, foreign

364. partnership, foreign trust, or foreign estate for purposes

365. of income taxation. (See *lines 292-310.*) This representation

366. and warranty shall survive the closing of the transaction

367. and the delivery of the deed.

368. Seller's Transaction Approvals. Buyer and Seller understand and agree that the sale of the Property  
369. is contingent upon approval by both the Board of Directors of Northfield Hospital & Clinics and the City  
370. Council of the City of Northfield. Unless the parties extend this date by written agreement, if either  
371. body fails to approve the sale as provided herein by the Closing Date, this Agreement shall be null  
372. and void and the earnest money shall be refunded to the Buyer. Execution of this Agreement by any  
373. person on behalf of the Seller prior to obtaining the necessary approvals shall not confer any personal  
374. liability on the signer for the obligations of Seller under this Agreement.

375. **SELLER:**

**BUYER:** KJ Becker Properties, LLC

376. (Business Entity or Individual Name)

(Business Entity or Individual Name)

377. By:  
(Seller's Signature)

By:  
(Buyer's Signature)

Authentisign  
*Kevin Becker*  
9/17/2020 3:47:17 PM CDT

378.  
(Seller's Printed Name)

(Buyer's Printed Name)

379. Its:  
(Title)

Its:  
(Title)

380.  
(Date)

(Date) 09/17/2020

381. **SELLER:**

**BUYER:**

382. (Business Entity or Individual Name)

(Business Entity or Individual Name)

383. By:  
(Seller's Signature)

By:  
(Buyer's Signature)

384.  
(Seller's Printed Name)

(Buyer's Printed Name)

385. Its:  
(Title)

Its:  
(Title)

386.  
(Date)

(Date)

387. **SELLER:**

388. (Business Entity or Individual Name)

389. By:  
(Seller's Signature)

390.  
(Seller's Printed Name)

391. Its:  
(Title)

392. (Date)

393. **FINAL ACCEPTANCE DATE:** The Final Acceptance Date
394. is the date on which the fully executed Purchase Agreement is delivered.
395. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
396. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**
397. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**
397. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**
398. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**
399. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
400. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
401. **THIS CONTRACT ADEQUATELT ADDRESSES THAT PARTY'S RIGHTS.**

# ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: CONVENTIONAL/SBA/ OTHER MORTGAGE FINANCING

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
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1. Date August 11th, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 11th 2020  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 1645 Lyndale Avenue N, Ste 103 Faribault, MN 55021

6. Financing will be a ☒ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**  
(Check one.)

7. Buyer shall apply for and secure, at Buyer's expense, a: (Check one.)

8. ☒ **CONVENTIONAL**

9. ☐ **SMALL BUSINESS ADMINISTRATION**

10. ☐ **OTHER** \_\_\_\_\_

11. Fixed First Mortgage amortized monthly over a period of not more than 15 years, with an initial  
(e.g., fixed, ARM)

12. mortgage interest rate at no more than 5.0 percent (%) per annum.

13. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this  
14. Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all  
15. documents required to consummate said financing.

16. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first  
17. mortgage and any subordinate financing.  
18. (Check one.)

19. ☒ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does  
20. not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
21. sign a written cancellation confirming said cancellation and directing all earnest money to be  
22. ☒ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**  
(Check one.)

23. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, within  
24. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

25. For purposes of this Financing Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's  
26. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the financing specified  
27. in this Purchase Agreement stating that an appraisal, satisfactory to the lender(s) has been completed and stating  
28. conditions required by lender(s) to close the loan.

29. Upon delivery of the Written Statement, the responsibility for satisfying all conditions required by mortgage  
30. originator(s) or lender(s) are deemed accepted by Buyer. Upon delivery of the Written Statement, if this Purchase  
31. Agreement does not close on the stated closing date for ANY REASON relating to financing, including but not  
32. limited to interest rate and discount points, if any, Seller may, at Seller's option, declare this Purchase Agreement  
33. canceled by providing written notice to Buyer, or licensee representing or assisting Buyer, in which case this  
34. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said  
35. cancellation and directing all earnest money paid hereunder to be forfeited to Seller as liquidated damages. In  
36. the alternative, Seller may seek all other remedies allowed by law.

# **ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: CONVENTIONAL/SBA/ OTHER MORTGAGE FINANCING**

37. Page 2

38. Property located at 1645 Lyndale Avenue N, Ste 103 Faribault, MN 55021

39. If the Written Statement is not provided within the time period specified on line 24, Seller may, at Seller's option,  
40. declare this Purchase Agreement canceled by written notice to Buyer, or licensee representing or assisting Buyer,  
41. within NA days after the time period specified on line 24, in which case this  
42. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said  
43. cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

44. If the Written Statement is not provided within the time period specified on line 24 or Seller has not canceled this  
45. Purchase Agreement within the time period specified on line 41, then this Financing Contingency is removed. If  
46. this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing,  
47. including but not limited to interest rate and discount points, if any, this Purchase Agreement is canceled. Buyer  
48. and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest money  
49. paid hereunder to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies  
50. allowed by law.

51. **OTHER:** \_\_\_\_\_  
52. \_\_\_\_\_  
53. \_\_\_\_\_  
54. \_\_\_\_\_  
55. \_\_\_\_\_  
56. \_\_\_\_\_  
57. \_\_\_\_\_

**58. SELLER**

59. \_\_\_\_\_  
(Business Entity or Individual Name)  
60. By: \_\_\_\_\_  
(Seller)  
61. Its: \_\_\_\_\_  
(Title)  
62. \_\_\_\_\_  
(Date)

**63. SELLER**

64. \_\_\_\_\_  
(Business Entity or Individual Name)  
65. By: \_\_\_\_\_  
(Seller)  
66. Its: \_\_\_\_\_  
(Title)  
67. \_\_\_\_\_  
(Date)

**BUYER**

KJ Becker Properties, LLC  
(Business Entity or Individual Name)  
By: Kevin Becker  
(Buyer) 09/17/2020 3:47:18 PM CDT  
Its: \_\_\_\_\_  
(Title)  
09/17/2020  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)  
By: \_\_\_\_\_  
(Buyer)  
Its: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

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

## ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

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Edina, MN

1. Date August 11, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated
4. August 11, 2020, pertaining to the purchase and sale of the Property at
5. 1645 Lyndale Ave N, Ste 103, Faribault, MN 55021.
6. In the event a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7. in this Addendum shall govern.
8. **PURCHASE AS-IS.** The Property is being sold in an "as is" and with "all faults" condition. Buyer hereby
9. acknowledges that Buyer has had an opportunity to inspect the Property prior to the execution of this
10. Agreement and as provided in the Due Diligence Addendum. Buyer's acceptance of title to the
11. Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth
12. in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind
13. with respect to the Property (including without limitation express or implied warranties of title,
14. merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or
15. oral representation or warranty made by Seller, its agents or employees with respect to the condition
16. or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the
17. Property, including without limitation, any environmental testing, and to inspect documents
18. applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of
19. the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without
20. limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or
21. under a federal, state or local statute, rule or regulation) whether past, present or future, existing or
22. contingent, known or unknown, arising out of, resulting from or relating to the condition of the
23. property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including
24. without limitation, the presence of any Hazardous Substance on the Property, whether such
25. Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to
26. the Property. For purposes of this Section, the following terms have the following meanings:

a. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted;

b. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law; and

**27. SELLER**

**BUYER** KJ Becker Properties, LLC

28.  
(Business Entity or Individual Name)

(Business Entity or Individual Name)

29. By:  
(Seller)

By:   
(Buyer)

30. Its:  
(Title)

Its:  
(Title)

31.  
(Date)

(Date) 09/17/2020

**32. SELLER**

**BUYER**

33.  
(Business Entity or Individual Name)

(Business Entity or Individual Name)

34. By:  
(Seller)

By:  
(Buyer)

35. Its:  
(Title)

Its:  
(Title)

36.  
(Date)

(Date)

**37. SELLER**

38.  
(Business Entity or Individual Name)

39. By:  
(Seller)

40. Its:  
(Title)

41.  
(Date)

**42. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

**43. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

