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ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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1. Date December 3rd, 2025

3. Addendum to Purchase Agreement between parties, dated December 3rd 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 6745 & 6701 Highway 10 NW.

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language
7. in this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this
12. Purchase Agreement.

13. Buyer shall satisfy themself with respect to the physical condition of the Property and the feasibility
14. and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing
21. all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of
24. any disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was
29. in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if
34. any, to provide tenant with proper notice in advance of any Property showing.

35. **A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:**

36. (i) **Phase I:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon ☐ **BUYER** ☐ **SELLER**
(Check one.) (Check one.)
37. obtaining a Phase I environmental site assessment of the Property at ☒ **BUYER'S** ☐ **SELLER'S** expense
(Check one.)
38. within 21 days of Final Acceptance Date of this Purchase Agreement.
39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within
40. 3 days of either:
41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or
43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

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(ii) **Phase II:** This Purchase Agreement ☐ **IS** ☐ **IS NOT** contingent upon ☐ **BUYER** ☐ **SELLER**
--------(Check one.)-------- ----------(Check one.)----------
obtaining a Phase II environmental site assessment of the Property at ☐ **BUYER** ☐ **SELLER**
----------(Check one.)----------
expense within _____ days of Final Acceptance Date of this Purchase Agreement. Buyer shall provide reasonable approval of the Phase II environmental site assessment within _____ days of either:

(a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is obligated to be obtained by Buyer; or
(b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

(iii) **Other Testing:** This Purchase Agreement ☐ **IS** ☐ **IS NOT** contingent upon ☐ **BUYER** ☐ **SELLER**
--------(Check one.)-------- ----------(Check one.)----------
obtaining other Intrusive Testing of the Property at ☐ **BUYER'S** ☐ **SELLER'S** expense within
----------(Check one.)----------
_____ days of Final Acceptance Date of this Purchase Agreement. Buyer shall provide reasonable approval of the assessment/inspection within _____ days of either:

(a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained by Buyer; or
(b) receipt of the assessment/inspection if Seller is obligated to obtain.

For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

Buyer ☐ **SHALL** ☒ **SHALL NOT** be required to provide Seller with a copy of any assessment/inspection
----------(Check one.)----------
reports obtained by Buyer.

(iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted:

Buyer has not been made aware of any Environmental Concerns or Storage Tanks.

B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within _____ days of Final Acceptance Date of this Purchase Agreement.

(i) This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon Buyer obtaining approval of governing body of
-------(Check one.)------
development or subdivision plans, as described below, at ☐ **BUYER** ☐ **SELLER** expense. If **IS**, Seller shall
----------(Check one.)----------
cooperate with Buyer to obtain such approval.

_____

(ii) This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon Buyer obtaining approval of governing body for
------(Check one.)-----
rezoning or use permits, as described below, at ☐ **BUYER** ☐ **SELLER** expense. If **IS**, Seller shall
----------(Check one.)----------
cooperate with Buyer to obtain such approval.

_____

_____

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83. Property located at 6745 & 6701 Highway 10 NW .

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the
85. following items, if checked. Buyer shall approve the items within 3 days of either:
86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or
87. (b) receipt of the item if Seller is obligated to obtain the item.
88. *(Select appropriate options i-vi.)*

89. ☐ (i) ☐ **BUYER** ☐ **SELLER** obtaining a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
(Check one.) *(Check one.)*
90. expense.

91. ☐ (ii) ☐ **BUYER** ☐ **SELLER** obtaining soil tests which indicate that the Property may be improved without
(Check one.)
92. extraordinary building methods or costs, at ☐ **BUYER** ☐ **SELLER** expense.
(Check one.)

93. ☒ (iii) ☐ **BUYER** ☒ **SELLER** obtaining copies of all covenants, reservations and restrictions affecting the Property,
(Check one.)
94. at ☐ **BUYER** ☒ **SELLER** expense.
(Check one.)

95. ☐ (iv) ☐ **BUYER** ☐ **SELLER** obtaining and approving copies of Association documents at ☐ **BUYER** ☐ **SELLER**
(Check one.) *(Check one.)*
96. expense.

97. ☒ (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights
98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel
99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person
110. or persons claiming under any of them with respect to any of the Security Deposits.

111. ☒ (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the
112. last 2 years, vendor contracts, and any other documents in Seller's possession or
113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

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117. Property located at 6745 & 6701 Highway 10 NW .

118. **D. BUYER INVESTIGATIONS:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon Buyer's investigations
-------(Check one.)------
119. of the Property for Buyer to satisfy themself with respect to the physical condition of the Property and
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be
121. completed within 15 days of Final Acceptance Date of this Purchase
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. **SELLER**	**BUYER**
124. _____ (Business Entity or Individual Name)	MW Properties LLC or Assignee (Business Entity or Individual Name)
125. By: _____ (Seller)	By: Mitchell Webb (Buyer)
126. Its: _____ (Title)	Its: Owner (Title)
127. _____ (Date)	12/03/2025 (Date)
128. **SELLER**	**BUYER**
129. _____ (Business Entity or Individual Name)	_____ (Business Entity or Individual Name)
130. By: _____ (Seller)	By: _____ (Buyer)
131. Its: _____ (Title)	Its: _____ (Title)
132. _____ (Date)	_____ (Date)

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

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