



a Berkshire Hathaway affiliate

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date 10-16-15
- 2. Page 1 of 5 pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
- 4. MADE A PART HEREOF

5. Property located at 6913 Dawson Ln,
 6. City of Edina, County of Hennepin, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
 8. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
 9. **prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the**
 10. **following two options.** Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or
 11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
 12. warranties the party(ies) may wish to obtain.

13. **(Select one option only.)**

14. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
 15. discloses material information relating to the real property that has been prepared by a qualified third party.
 16. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or
 17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
 18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
 19. written report.

20. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
 21. **that is included in a written report, or material facts known by Seller that are not included in the**
 22. **report.**

23. The inspection report was prepared by _____

24. _____

25. and dated _____, 20_____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
 27. in the above referenced inspection report.

28. _____

29. _____

30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
 32. referenced inspection report.

33. _____

34. _____

35. _____

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
 37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
 39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
 40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
 41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
 42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
 43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
 44. property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or**
 46. **abridge any obligation for Seller disclosure created by any other law.**



**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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48. Property located at 6913 Dawson Ln Edina MN 55435

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*

56. Seller certifies that Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
58. *Disclosure Statement: Subsurface Sewage Treatment System.*)

59. There is a subsurface sewage treatment system on or serving the above-described real property.
60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

61. There is an abandoned subsurface sewage treatment system on the above-described real property.
62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. *(Check appropriate box.)*

65. Seller certifies that Seller does not know of any wells on the above-described real property.

66. Seller certifies there are one or more wells located on the above-described real property.
67. *(See Disclosure Statement: Well.)*

68. Are there any wells serving the above-described property that are not located on the property? Yes No
69. To your knowledge, is the property in a Special Well Construction Area? Yes No

70. Comments: _____
71. _____

72. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)

73. There **IS** **IS NOT** an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: _____
78. _____

79. **D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described herein.

85. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

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

96. Property located at 6913 Dawson Ln Edina MN 55435

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

99. Seller is not aware of any methamphetamine production that has occurred on the property.

100. Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
112. information on radon test results of the dwelling.

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
114. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
115. can be found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the
120. purchase or transfer of the real property.

121. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
122. knowledge.

123. (a) Radon test(s) HAVE HAVE NOT occurred on the property.
------(Check one.)-----

124. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
125. current records and reports pertaining to radon concentration within the dwelling:

126. _____
127. _____
128. _____

129. (c) There IS IS NOT a radon mitigation system currently installed on the property.
------(Check one.)-----

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
131. description and documentation.

132. _____
133. _____
134. _____

135. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone
136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

140. Property located at 6913 Dawson Ln Edina MN 55435

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
147. home.

148. Examples of exterior moisture sources may be
149. • improper flashing around windows and doors,
150. • improper grading,
151. • flooding,
152. • roof leaks.

153. Examples of interior moisture sources may be
154. • plumbing leaks,
155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
156. • overflow from tubs, sinks or toilets,
157. • firewood stored indoors,
158. • humidifier use,
159. • inadequate venting of kitchen and bath humidity,
160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
161. • line-drying laundry indoors,
162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
164. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
173. property.

174. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
175. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

176. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
177. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
178. may be obtained by contacting the local law enforcement offices in the community where the property is
179. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
180. web site at www.corr.state.mn.us.

182. Property located at 6913 Dawson Ln Edina MN 55435

183. **K. SELLER'S STATEMENT:**

184. *(To be signed at time of listing.)*

185. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
186. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
187. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
188. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
189. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
190. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
191. provide a copy to the prospective buyer.

192. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
193. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
194. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
195. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
196. *Disclosure Statement* form.

197. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
198. and will NOT disclose any new or changed information regarding facts.

199. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
200. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
201. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
202. *Disclosure* form.

203. *Donna Frauly* 10/16/15
(Seller) Donna Frauly (Date)

Chris Sprague 10/16/15
(Seller) Chris Sprague (Date)

204. **L. BUYER'S ACKNOWLEDGEMENT:**

205. *(To be signed at time of purchase agreement.)*

206. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
207. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
208. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
209. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
210. for any inspections or warranties the party(ies) may wish to obtain.

211. The information disclosed is given to the best of the Seller's knowledge.

212. _____
(Buyer) (Date) (Buyer) (Date)

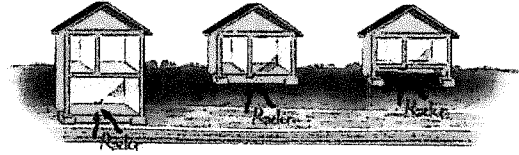
213. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**
214. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

Radon in Real Estate Transactions



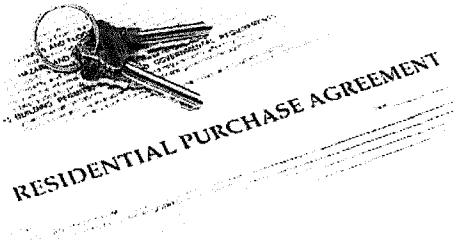
All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

It **does not matter if the home is old or new** and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates **2 in 5 homes built before 2010** and **1 in 5 homes built since 2010** exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a house. The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.



Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, **before signing a purchase agreement to sell or transfer residential real property**, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling.

The disclosure shall include:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon concentrations, mitigation, or remediation;
4. information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
5. a radon warning statement

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

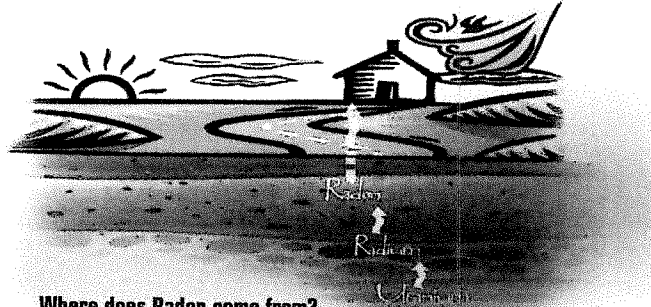
Radon Facts

How dangerous is radon?

Radon is the **number one cause of lung cancer in non-smokers** and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, **any home can have high levels of radon**.



Where does Radon come from?

Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.

I have a new home, aren't radon levels reduced already?

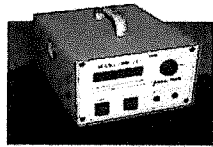
Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

What is the recommended action based on my results?

If the average radon in the home is at or **above 4.0 pCi/L, the house should be fixed**. Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

How are radon tests conducted in real estate transactions?

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.



Continuous Radon Monitor (CRM)

Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous Short-term Testing

Second fastest

Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab for analysis.

The two test results are averaged to get the radon level.



Sequential Short-Term Testing

Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

Radon Testing

House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

Closed-house Conditions: Mean keeping all windows and doors closed, except for normal entry and exit.

Before Testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During Testing: Maintain closed-house conditions during the entire duration of the short term test. Operate home heating or cooling systems normally during the test.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

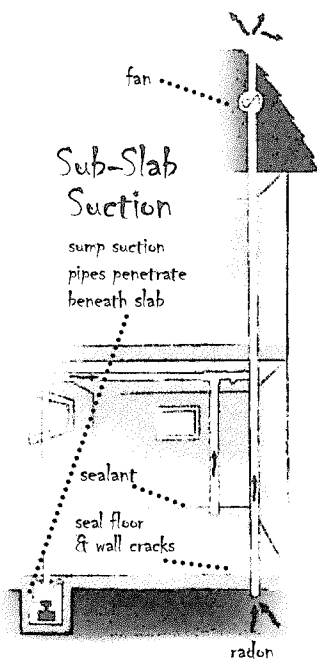
The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types--basement, crawl space, slab-on-grade--a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH-listed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.



Radon Mitigation

Lowering radon in existing homes – Radon Mitigation

When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.

Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH-listed radon professionals;

MDH Radon Program

625 Robert St N
P.O. Box 64975

St. Paul, MN 55164-0975
(651) 201-4601
1(800) 798-9050

Email: health.indoorair@state.mn.us
Web: www.health.state.mn.us/radon

Instant 10/2013 ID# 141-3722

**ADDENDUM TO PURCHASE AGREEMENT
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

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1. Date _____

2. Page _____ 1/2 _____

3. Addendum to Purchase Agreement between parties, dated _____, 20 _____,

4. pertaining to the purchase and sale of the property at 6913 Dawson Ln

5. Edina MN 55435

6. Section I: Lead Warning Statement

7. *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified*
8. *that such property may present exposure to lead from lead-based paint that may place young children at risk of*
9. *developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including*
10. *learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also*
11. *poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide*
12. *the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's*
13. *possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible*
14. *lead-based paint hazards is recommended prior to purchase.*

15. Seller's Disclosure (initial)

16. WT CS (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20. _____

21. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. WT CS (b) Records and reports available to the seller.
23. (Check one below.)

24. Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):
26. _____

27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (initial)

30. _____ (c) Buyer has received copies of all information listed under (b) above.

31. _____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. _____ (e) Buyer has (check one below):

33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or

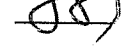
36. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

**ADDENDUM TO PURCHASE AGREEMENT
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

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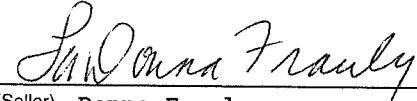
39. Property located at 6913 Dawson Ln Edina MN 55435

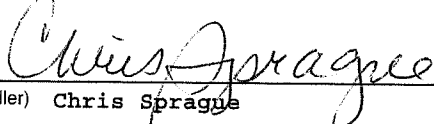
40. **Real Estate Licensee's Acknowledgement** *(initial)*

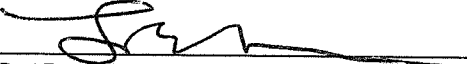
41.  (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. **Certification of Accuracy**

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
45. provided by the signatory is true and accurate.

46. 
(Seller) Donna Frauly (Date) _____ (Buyer) _____ (Date)

47. 
(Seller) Chris Sprague (Date) _____ (Buyer) _____ (Date)

48. 
(Real Estate Licensee) _____ (Date) _____ (Real Estate Licensee) _____ (Date)
Joshua Sprague

49. **Section II: Contingency** *(Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)*

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
----- (Check one.) -----

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

**ADDENDUM TO PURCHASE AGREEMENT:
BUYER PURCHASING "AS IS" AND
LIMITATION OF SELLER LIABILITY**

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1. Date _____

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3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated _____, 20 _____,

7. pertaining to the purchase and sale of the Property located at 6913 Dawson Ln

8. Edina MN 55435

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement (lines 156-161) shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. *Donna Frauly*
(Seller's Signature) **Donna Frauly** (Date)

(Buyer's Signature) (Date)

26. *Chris Sprague*
(Seller's Signature) **Chris Sprague** (Date)

(Buyer's Signature) (Date)

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