

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

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1. Date August 4th, 2025
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3. Addendum to Purchase Agreement between parties, dated _____
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 620 2nd St Kenyon MN 55946.

6. 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 (Check one.)

16. ☒ Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.
18. ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. (Please explain and list documents below.):
21.
22.
23.

24. Buyer's Acknowledgment

25. Buyer has received copies of all information listed above, if any.
26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
27. Buyer has: (Check one.)
28. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or
30. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.
32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within ☐ **TEN (10)** ☐ _____ calendar days after Final Acceptance of the Purchase
35. Agreement. ----- (Check one.) -----

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

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37. Property located at 620 2nd St Kenyon MN 55946.


38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
 39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
 40. representing or assisting Seller, within three (3) calendar days after the assessment or inspection is timely
 41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
 42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) calendar days
 43. after delivery of the written list of required corrections that:
 44. (A) some or all of the required corrections will be made; or
 45. (B) Buyer waives the deficiencies; or
 46. (C) an adjustment to the purchase price will be made;
 47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
 48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
 49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
 50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
 51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. Real Estate Licensee's Acknowledgment


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

55. Certification of Accuracy

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

58.  Kenyon Property Holdings LLC 08/05/2025
 (Seller) (Date) (Buyer) (Date)

59. _____
 (Seller) (Date) (Buyer) (Date)

60.  Jill Marie Warner 08/04/25
 (Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/25)

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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ARBITRATION DISCLOSURE

- 2.
3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$20,000.**
6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:
8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the Purchase Agreement. **Your Purchase Agreement will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**
16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.
19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.
25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$20,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.
30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**
33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.
38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if five (5) days' advance notice
40. is given to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.
45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

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51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**
53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 620 2nd st .

55. City of Kenyon , County of Goodhue ,

56. State of Minnesota, Zip Code 55946 .


57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement
59. dated _____, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68.  Kenyon Property Holdings LLC 08/05/2025
(Seller's Signature) (Date) (Buyer's Signature) (Date)

69. Kenyon Property Holdings LLC Kenyon Property Holdings LLC
(Seller's Printed Name) (Buyer's Printed Name)

70. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. _____
(Seller's Printed Name) (Buyer's Printed Name)

72.  Jill Marie Warner 08/04/25
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. Ruby Realty _____
(Company Name) (Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/25)

COMMERCIAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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1. Date August 4th, 2025
2. Page 1

3. The undersigned have executed this Agreement on _____,
4. regarding the property at 620 2nd st
5. Kenyon MN 55946 ("Property").

6. A. DEFINITIONS

7. (1) **Advisors:** With respect to both Buyer and Seller, Advisor includes consultants, or other professionals retained
8. for the evaluation of the Sale, including but not limited to legal counsel, accountants and financial advisors.
9. (2) **Confidential Information:** The term "Confidential Information" means and includes any of the following:
10. (a) all financial information and data of either party provided in connection with the Sale;
11. (b) any information concerning the business or affairs of the party furnishing such information, however
12. documented, which had been or may hereafter be provided, disclosed or shown by one party to another;
13. or
14. (c) Any copies, reproductions or compilations made or assembled by the recipient of any such information
15. using or incorporating any of the items set forth in paragraphs (a) and (b) above.
16. (3) **Sale:** The term Sale means the potential transaction contemplated by Buyer and Seller whereby Buyer may
17. purchase any real property, business, goodwill, inventory, fixtures or any interest of Seller whereby the parties
18. may exchange Confidential Information related to the transaction.

19. B. AGREEMENT

20. (1) **Recitals:**
21. (a) Buyer has requested access to and disclosure of certain proprietary and Confidential Information of Seller
22. for the purpose of evaluating a potential Sale;
23. (b) Seller has requested access to and disclosure of certain proprietary and Confidential Information of Buyer
24. for the purpose of evaluating a potential Sale; and
25. (c) Seller agrees to provide to Buyer, and/or Buyer's Advisors, and Buyer agrees to provide to Seller, and/or
26. Seller's Advisors, access to and disclosure of certain proprietary and Confidential Information of one
27. another for the limited purpose of evaluating a potential Sale, provided each party agrees not to disclose
28. or disseminate said Confidential Information or use it in any way for any purpose beyond the scope of this
29. Agreement.
30. (2) **Confidential Information:** In consideration of Seller's and Buyer's mutual exchange of Confidential Information,
31. the parties agree to be bound by the following terms and conditions relating to said information, including any
32. part or portion thereof. The parties further understand and acknowledge that a party providing said information
33. is doing so in reliance upon the recipient's compliance with said terms and conditions, which compliance the
34. recipient in each case hereby warrants.
35. (a) Ownership Access: Any Confidential Information received or learned by a party shall be deemed the
36. exclusive property of the party furnishing such information and shall remain the exclusive property of the
37. party that furnished it. A party to this Agreement is authorized to receive Confidential Information only in
38. accordance with and subject to the terms and conditions of this Agreement.
39. (b) Non-Disclosure: A recipient of Confidential Information shall keep the Confidential Information confidential,
40. including taking all action, legal or otherwise, necessary to enforce this Agreement and prevent any
41. disclosure of the Confidential Information by the recipients current or former Advisors. A recipient shall not,
42. without prior written consent of the party furnishing the Confidential Information, disclose to any person
43. or entity not involved in this transaction the discussions taking place between Buyer and Seller relating to
44. the Sale.

COMMERCIAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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46. Property located at 620 2nd St Kenyon MN 55946.

47. (c) Limited Use: No party shall use any part of the Confidential Information in any way, for any purpose
48. other than to evaluate the Sale.
49. (d) Liability: The undersigned acknowledge that disclosure of any of the Confidential Information in violation
50. of this Confidentiality Agreement would result in an irreparable injury to the non-breaching party and, by
51. reason thereof, the undersigned consent and agree that the injured party shall be entitled to an injunction
52. to be issued by any court of competent jurisdiction restraining the breaching party and the breaching
53. party's Advisors, affiliates, or employees from committing or continuing any such violation. The injured
54. party may also exercise any other legal or equitable rights or remedies to which the injured party is
55. entitled.
56. (e) Costs: Each party agrees that if it is held by any Court of competent jurisdiction to be in violation,
57. breach or non-performance of any of the terms and conditions of this Agreement, they will pay all costs
58. of such action of suit, including reasonable attorneys' fees.

59. SELLER

BUYER

60. _____
(Business Entity or Individual Name)
61. By: Kenyon Property Holdings LLC
(Seller's Signature)
62. Kenyon Property Holdings LLC
(Seller's Printed Name)
63. Its: _____
(Title)
08/05/2025
64. _____
(Date)

(Business Entity or Individual Name)
By: _____
(Buyer's Signature)

(Buyer's Printed Name)
Its: _____
(Title)

(Date)

65. SELLER

BUYER

66. _____
(Business Entity or Individual Name)
67. By: _____
(Seller's Signature)
68. _____
(Seller's Printed Name)
69. Its: _____
(Title)
70. _____
(Date)

(Business Entity or Individual Name)
By: _____
(Buyer's Signature)

(Buyer's Printed Name)
Its: _____
(Title)

(Date)

71. SELLER'S BROKER

BUYER'S BROKER

72. Ruby Realty
(Real Estate Company Name)
73. By: Jill Marie Warner
(Licensee's Signature)
74. Jill Warner
(Licensee's Printed Name)
08/04/25
75. _____
(Date)

(Real Estate Company Name)
By: _____
(Licensee's Signature)

(Licensee's Printed Name)

(Date)