

## PURCHASE AGREEMENT ADDENDUM

1. **Introduction**. This Addendum is part of that certain Purchase Agreement dated \_\_\_\_\_ (the "Purchase Agreement") by and between \_\_\_\_\_, as personal representative of the Estate of \_\_\_\_\_, deceased ("Seller"), and \_\_\_\_\_ ("Buyer"), concerning the property located at \_\_\_\_\_, and legally described as \_\_\_\_\_, Minnesota (the "Property").

2. **Contradictory Terms; Defined Terms**. The terms of this Addendum shall supersede and control over any contradictory terms in the Purchase Agreement or any other addendum or document pertaining to the sale of the Property. All terms used in this Addendum that are not specifically defined in this Addendum shall have the meanings set forth in the Purchase Agreement.

3. **Personal Representative's Deed**. The parties agree that the deed of conveyance will be a Personal Representative's Deed (Minnesota Uniform Conveyancing Blank) and, therefore, will contain no warranties of title.

4. **Personal Representative Capacity**. The person signing this Purchase Agreement is doing so in that person's fiduciary capacity as personal representative of the above estate, and not in an individual capacity.

5. **"As Is" Sale**. The Property, the buildings and other improvements on the Property, and any personal property being transferred to Buyer as part of this sale (the "Personal Property") are being sold on an "as is" and "where is" basis, with all faults and defects, and without any warranties of any kind, including but not limited to, warranties as to physical condition or fitness for a particular purpose, and all representations and warranties contained in this Purchase Agreement are deleted. Buyer acknowledges that (i) Buyer has satisfied itself about the physical condition of the Property, the buildings and other improvements on the Property, and the Personal Property, and (ii) Buyer has not relied on any representations of Seller regarding the physical condition of the Property, the improvements on the Property, or the Personal Property including, but not limited to, any representations contained in the Purchase Agreement or any disclosure statement completed by Seller.

6. **Homestead Tax Classification**. The Seller makes no representations or warranties regarding whether the Property is classified as homestead property for real estate tax purposes.

7. **Waiver of Disclosure**. Seller and Buyer acknowledge that due to its representative capacity, Seller has insufficient knowledge about the Property to make informed disclosures, and Seller and Buyer agree that any and all disclosures regarding

the condition of the property, including specifically the disclosures otherwise required under Minnesota Statutes sections 513.52 to 513.60, are hereby waived.

8. **Remaining Terms Unchanged.** All other terms and conditions of the Purchase Agreement shall remain the same.

SELLER:

PURCHASER:

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