

**GOETZ & ECKLAND P.A.**

CIVIL LITIGATION • CRIMINAL DEFENSE

June 10, 2010

Russell J. Rigby, Esq.  
Attorney at Law  
Carlson, Caspers, Vandenburg and Lindquist  
225 South Sixth Street, Suite 3200  
Minneapolis, MN 55402

**U.S. Mail and E-mail**

Re: CFTC v. Cook, et al; Court File No.: 09-CV-3332 (D. Minn)  
SEC v. Cook, et al; Court File No.: 09-CV-3333 (D. Minn)

Dear Mr. Rigby:

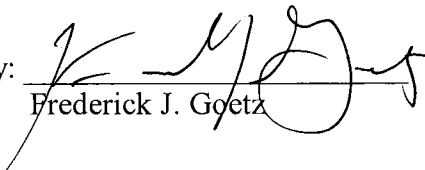
Enclosed please find the original of the following documents signed by Mr. Grzybowski.

1. Settlement Agreement; and
2. Occupancy and Indemnity Agreement.

As required by the Occupancy and Indemnity Agreement, Mr. Grzybowski is in the process of arranging for a rider pursuant to paragraph three. I will send you confirmation of this when I receive it.

Sincerely,

GOETZ & ECKLAND, P.A.

By:   
Frederick J. Goetz

FJG/jbc

cc: Grant Grzybowski

**CFTC v. Cook et al., 09-CV-3332 (D. Minn.)  
SEC v. Cook et al., 09-CV-3333 (D. Minn.)**

**OCCUPANCY AND INDEMNITY AGREEMENT**

The following is an agreement between the Receiver and Grant Grzybowski, hereinafter referred to as the Occupant, to allow the Occupant to continue residing on the property located at 5463 Brookfield Road, South Haven, MN 55382-9006, hereinafter referred to as the Property.

Whereas, both Receiver and the Occupant desire that the Occupant continue residing on the Property under the following conditions:

1. Occupant agrees to maintain the Property at Occupant's expense in better condition than it existed on the date of this agreement. The word "maintain," includes, but is not limited to: Keeping the property free of hazards and/or structural defects, keeping all heating, air conditioning, plumbing, electrical, gas, oil, and other power facilities in good working condition; keeping the Property clean, its living areas free from debris and clutter and providing all necessary facilities for proper sanitation and waste removal; keeping the Property in conformity with reasonable needs for snow removal, lawn care, and providing any other ordinary and necessary items of routine maintenance.
2. Occupant agrees to timely pay all mortgage payments, home equity loans, property, taxes, rent payments, dues, association fees, utility, sewer, trash, cable television payments, Receiver required cleaning any other reasonable expenditures otherwise necessary with respect to the Property, during the life of the Agreement. Occupant agrees to abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements, and/or conditions pertaining to the care, maintenance, control, and use of the Property.
3. Occupant agrees to acquire and maintain casualty and fire insurance equal to the full replacement cost of the Property and all improvements thereon, including policies covering liability to person injured on the Property. Occupant agrees to maintain liability insurance for the injuries occurring on or resulting from use of the Property, or activities or condition thereon, in the amount of the current policy. Additionally, Occupant shall arrange for a rider to all the above mentioned policies naming R.J. Zayed, Receiver appointed in CFTC v. Cook et al., 09-cv-3332 and SEC v. Cook et al, 09-cv-3333, as a loss payee and additional insured for the life of the Agreement.

Copies of the insurance policies will be delivered to the Receiver no later than the tenth (10) calendar day following the execution of this Agreement. Occupant agrees to hold the United States of America, the Receiver, and their agents harmless, for any and all claims against it during the life of this Agreement, arising out of the injury to persons except as directly caused by an agent of the United States of America or the Receiver.

4. Occupant agrees to allow the Receiver and the United States of America, or their authorized representative the right to enter, inspect, inventory and/or appraise the

Property including all buildings thereon on a weekly basis. All inspections will be conducted during daylight hours and after a telephone call announcing such inspection. This announcement will be made at a reasonable time prior to inspection. The Occupant also agrees to allow such right of entry without notice on an emergency basis. An emergency is anything that would lead to imminent damage or destruction of/or to the property.

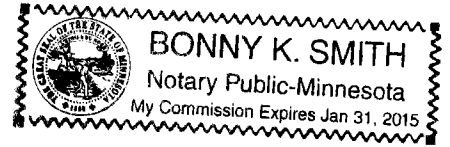
5. Occupant agrees not to convey, sell, lease, encumber, or attempt to transfer title to the Property during the life of this Agreement, without the express written consent of the Receiver.
6. Occupant agrees not to sublet the Property.
7. Occupant agrees not to violate any federal, state, or local law/ordinance, and not to allow any other party to violate any federal, state, or local law/ordinance on the Property during the life of this Agreement. Occupant agrees not to use the Property so that it poses a danger to the health or safety of the public, or a danger to law enforcement, or use the Property so that it adversely affects the liability of the Receiver or authorized designee to manage the Property.
8. Occupant agrees not to remove, destroy, alienate, transfer, detract from, remodel, or alter in any way, the Property or any fixture, which is part of the Property, ordinary wear excepted, without express written consent of the Receiver.
9. Occupant acknowledges that the neglect, removal or destruction of property under the care, custody, or control of the Receiver may result in an Order to Show Cause Why the Occupant Should Not Be Held in Contempt of violating the Court's Order with the consequences thereto. Such action may also result in criminal charges being brought against the Occupant.
10. Occupant, on or before the expiration of this Agreement, shall remove any and all personal belongings from the Property. Personal property includes clothing and all other personal effects. If Occupant fails to remove personal belongings not subject to freeze from the Property, these items will be removed by the Receiver at the expense of the Occupant and disposed of accordingly.
11. Occupant and Receiver agree that the following persons are authorized to reside at the Property:  
  
**Grant Grzybowski, and his two sons.**
12. The Receiver agrees that Mr. Grzybowski may keep one dog on the Property. No animals or other pets of any kind are permitted on the Property absent approval from the Receiver.
13. Amendments to this Agreement shall be made in writing and will be signed by all parties.

- 14. Occupant agrees to give thirty (30) days written notice prior to moving and will be responsible for paying all fees as outlined in paragraph #2 through the end of this notice period.
- 15. The Occupant understands and agrees that any violation of this Occupancy Agreement may be the cause for eviction from the Property. In such an event, the Receiver will have authority to issue a 30 day notice to vacate. Occupant agrees to vacate within 30 days of receiving such notice.

Occupant agrees to the above stipulations for occupancy under the terms of this Agreement.

[Signature] 6/8/10  
Grant Grzybowski Date  
(763) 458-5819 (763) 458-5819  
Home Number Mobile Number

[Signature] 6-8-10  
Notary Date



[Signature] 6/16/10  
R.J. Zayed, Receiver

RECEIVED JUN 09 2010

**CFTC v. Cook et al., 09-CV-3332 (D. Minn.)**  
**SEC v. Cook et al., 09-CV-3333 (D. Minn.)**

**SETTLEMENT AGREEMENT**

The Settlement Agreement is entered into between the Receiver and Grant Grzybowski, hereinafter referred to as the Debtor, regarding repayment of his debt to the Receivership.

Debtor acknowledges his debt to the receivership, which currently amounts to \$297,500 (the "Debt"). Debtor and the Receiver hereby agree to repayment of the Debt pursuant to the following terms:

1. The term of this agreement begins on June 1, 2010 and ends September 1, 2011.
2. Debtor agrees that interest in the amount of 5% of the outstanding balance will be added to the outstanding balance on June 1, 2010, again on December 1, 2010, and again on June 1, 2011. A full schedule of these additions and the payments due is attached as Exhibit A.
3. Debtor agrees to make monthly payments on the first of the month, starting with a payment on June 1, 2010 as set forth in Exhibit A. If the first day of a month falls on a weekend or federal holiday, the payment is due the first day in that month which is not a weekend or federal holiday.
4. Debtor and Receiver have entered into an Occupancy Agreement dated 6/8/10 and 6/16/10, which is attached hereto as Exhibit B (the "Occupancy Agreement"). Debtor agrees that any violation of the terms of the occupancy agreement is a breach of this Settlement Agreement and will entitle the Receiver to take immediate possession, custody, and control of the Property as defined therein. In the event of such a violation, Debtor will promptly assign his interest in the Property to the Receivership and will execute any paperwork necessary to accomplish this transfer.
5. On September 1, 2011, the outstanding balance is due in full.
6. Debtor can pay off his Debt at any time before September 1, 2011 by paying to the Receiver the lowest Balance listed in Exhibit A on the first day of the month in which the payoff is made. For example, if Debtor wanted to pay the loan in full on December 15, 2010, the amount due would be the balance on December 1, 2010 after the 5% interest was added and the December 1, 2010 payment was subtracted, which is \$316,544.
7. Debtor agrees that his failure to make any single monthly payment on the date due under the payment schedule set forth in Exhibit A shall entitle the Receiver to take immediate possession, custody, and control of the Property as defined in the Occupancy Agreement. In the event of such a failure, Debtor will promptly assign his interest in the Property to the Receivership and will execute any paperwork necessary to accomplish this transfer.

8. This Settlement Agreement shall be governed by the laws of the State of Minnesota.

9. Debtor and the Receiver have both been advised by legal counsel and have jointly participated in the drafting of this Settlement Agreement. As such, no terms should be strictly construed against either party on the basis that they were drafted by such party.

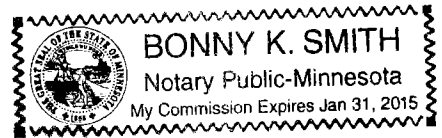
10. Debtor acknowledges that he is subject to the jurisdiction of the United States District Court for the District of Minnesota and further agrees that any disputes arising under this Settlement Agreement shall be presented to Chief Judge Michael J. Davis.

11. Any modifications to the terms of this Settlement Agreement must be made in writing and signed by both Debtor and a representative of the Receiver.

[Signature]  
Grant Grzybowski  
6/8/10  
Date

(763) 458-5819  
Home Number  
(763) 458-5819  
Mobile Number

Bonny K. Smith  
Notary  
6-8-10  
Date



[Signature]  
R.J. Zayed, Receiver  
6/16/10

**Exhibit A**

<b><u>Date</u></b>	<b><u>Interest</u></b>	<b><u>Payment</u></b>	<b><u>Balance</u></b>
5/31/2010			\$297,500
6/1/2010	5% added		\$312,375
6/1/2010		1,500	\$310,875
7/1/2010		1,500	\$309,375
8/1/2010		1,500	\$307,875
9/1/2010		1,500	\$306,375
10/1/2010		1,500	\$304,875
11/1/2010		1,500	\$303,375
12/1/2010	5% added		\$318,544
12/1/2010		2,000	\$316,544
1/1/2011		2,000	\$314,544
2/1/2011		2,000	\$312,544
3/1/2011		2,000	\$310,544
4/1/2011		2,000	\$308,544
5/1/2011		2,000	\$306,544
6/1/2011	5% added		\$321,871
6/1/2011		2,500	\$319,371
7/1/2011		2,500	\$316,871
8/1/2011		2,500	\$314,371
9/1/2011	3% added		\$323,802
9/1/2011			\$323,802

Rec # 1104

INDEPENDENT COMPENSATION AGREEMENT

071608

This agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 between OGA and Grant Gryzbowski. (Your name)

SECTION ONE:

OGA will pay 80 % of all commissions generated from:

all products

For any accounts said party refers or introduces. Commissions will be monthly, on or about the 15<sup>th</sup> of each month respectively when the business submission form is submitted on or prior to the 1<sup>st</sup> of the month. Commission checks will be sent by regular mail to the address of record. Representative may elect to have commissions electronically transferred to an OGA or Crown Forex account of their choice.

SECTION TWO:

Recipient states that in no way this contract will interfere with any other employment or independent contracts that said recipient may be bound to now or in the future. This contract is deemed open indefinitely. It may be cancelled at any time by notification to the other party in writing or by electronic mail.

I accept this schedule as my independent compensation agreement with OGA.

[Signature]  
Recipient Signature

Grant Gryzbowski  
Recipient Print Name

Recipient Tax ID #

17110 Xenon ST NW # 8  
Ramsey MD 55303

Recipient Address

[Signature]  
OGA Signature

Trevor Cook  
OGA Print Name

(763) 458-5819  
Recipient Phone

grantg@oxfordglobaladvisors.com  
Recipient Email

### Schedule A

Structured Products typically include investments labeled - bank guaranteed, fixed notes and fixed rate products. Products with a 4 year contingent deferred sales charge or redemption fee will be paid out as follows:

3% of the account deposit payable upon account's opening multiplied by % payout.  
2% per year trail; paid quarterly – per calendar quarter multiplied by % payout.

The residual trail commission will be paid at one half of 1% per calendar quarter of gross AUM multiplied by % payout starting on the last day of the 5<sup>th</sup> full calendar quarter; and each quarter thereafter.

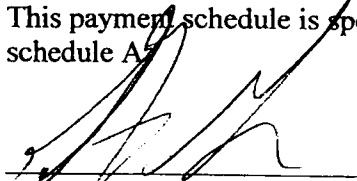
Example (with 100% payout).. Client deposits - \$1,000,000 on May 10<sup>th</sup>, 2008. Funds clear on May 25<sup>th</sup>. The starting date for the client will be June 1 2008. \$30,000 is paid to the Rep/IB on June 1<sup>st</sup> 2008. The residual trail would start on October 1 2009. The \$1,000,000 account value is \$1,120,000 on October 1 2009. \$5,600 is paid out to the Rep/IB on October 1, 2009 (2% per year = \$22,400... Divided by 4 = \$5,600)

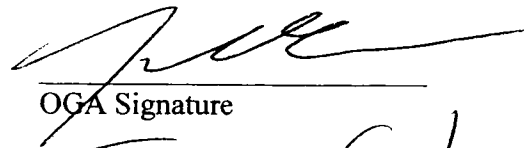
If any of the terms of the specific product offering are modified or changed, with or without the approval of OGA, the specific fee structure DOES NOT apply; and the fee payable to the Rep/IB will be negotiated between the Rep/IB and OGA. This fee structure applies specifically to these offerings; termed Fed Funds Income Advantage, Capital Protected Notes and/or Capital Protected Fixed Yield Enhancement offerings:

- 01/2007G5U
- 11/2007G5U
- 05/2008G5U

Schedule A is specific to the terms of the registered representative/introducing broker arrangement between the Rep/IB and Oxford Global Advisors.

Fee structures may be subject too change in the future when different offerings or subscriptions are made available. The pay may be higher or lower for these offerings. This payment schedule is specific too; but not limited too the offerings specified in this schedule A.

  
 \_\_\_\_\_  
 Signature Rep/IB  
 Grant Grzybowski  
 \_\_\_\_\_  
 Print Name  
 071608  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 OGA Signature  
 Trevor Cook  
 \_\_\_\_\_  
 Print Name  
 071608  
 \_\_\_\_\_  
 Date

071608

**TRI-COUNTY ABSTRACT AND TITLE GUARANTY, INC.** does hereby certify that from an examination of the records in the office of the Stearns County Recorder of the following described property:

Lot 2, Block 1, Clearwater Springs  
(ABSTRACT PROPERTY)

The Grantee as shown in the last Warranty Deed dated April 24, 2009, filed June 30, 2009, in Document No. 1291238 is as follows:

Grant Grzybowski

And further certifies that there are no unsatisfied liens, mortgages or other encumbrances of record against the said property, (except those filed in Chattel Mortgage Index) except the following:  
(Easements, Restrictions, Declarations and Covenants are not shown.)

Document No. 1306137 - SHOWN FOR EASEMENT (title to this piece is not carried out)  
SEE ATTACHED COPIES.

The Tri-County Abstract and Title Guaranty, Inc., does hereby certify that there are no Federal Tax Liens or no Minnesota Income Tax Liens or No Minnesota State Tax Liens or no Minnesota Inheritance Tax Liens filed in the office of the County Recorder of said County, nor any unsatisfied Judgments docketed within the past ten (10) years/30 days in the office of the Clerk of District Court of said County or in the Office of the Clerk of County Court of said County against the following names: AND  
That there are no unsatisfied Federal Judgments docketed in the office of the County Recorder, in and for said County and State, for the past 20 years against the following names:

Grant Grzybowski  
**EXCEPT AS FOLLOWS - See attached Tax Lien, Document No. 23230**

**NOTE:** The County Recorder of said County has at all times accepted all notices of Federal Tax Liens for filing.

And further certifies that there are no unpaid taxes, no outstanding certificates of sale or no tax judgments against said lands according to the Auditor's and Treasurer's records of said County, except as follows:

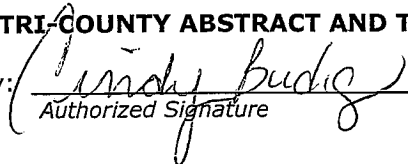
2010 Taxes - \$6,452.00. Not Paid Plus Penalty & Interest  
2011 Taxes - \$5,776.00. Not Paid (Includes \$10.00 Special Asst.)  
Parcel No. 09.05874.0002

(This does not include a search for levied or pending assessments. If such a search has been requested, it is done by separate certification independent of this report.)

The liability of Tri-County Abstract & Title Guaranty, Inc. is for reasonable care in making this search and shall, in no case, extend the least of:  
The actual loss of the applicant; or  
The sum of \$100.00  
This is not a title insurance policy and should not be relied upon as such. For full protection, a title insurance policy should be secured.

Issued by said Company this 20<sup>th</sup> day of March, 2011 at 8:00 o'clock a.m.

TCA #106506

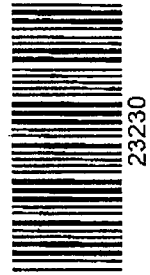
**TRI-COUNTY ABSTRACT AND TITLE GUARANTY, INC.**  
By:   
Authorized Signature

OFFICE OF COUNTY RECORDER  
STEARNS COUNTY, MINNESOTA

Document: L23230

Certified, Filed, and/or Recorded on  
August 23, 2010 11:07 AM

DIANE GRUNDHOEFER  
STEARNS COUNTY RECORDER



MINNESOTA - REVENUE

Notice of State Tax Lien

page 1

Per Minn. Stat. 270C.63, notice is given that the amount of unpaid principal, plus penalties and interest, is a lien in favor of the State of Minnesota upon all property and property rights belonging to the below debtor. Fees have been added to the amount due for the recording of this lien in accordance with Minn. Stat. 270C.63 subd. 6.

Letter ID: 0002905587

**Debtor:**  
GRZYBOWSKI, GRANT

**Debtor ID number:**  
xxxxx3119

5463 BROOKFIELD RD  
SOUTH HAVEN, MN 55382-9006

**Filing place:**  
Stearns

**Lien number:**  
004153730820100818

**Amount due (incl. Lien Filing Fees):**  
\$6,038.36

**Contact:**  
Minnesota Revenue  
600 N. Robert Street  
Saint Paul, MN 55146-6553  
(651) 556-3003  
Fax: (651) 556-5116

STATE OF MINNESOTA  
Commissioner of Revenue

by *Terri Steenblock*

**Dated:** August 19, 2010

**Lien Filing Fee(s):** \$30.00

Origination ID	Debt type	Period	Assessment date	Unpaid amount
xxxxx3119-00	Individual Income Tax	12/09 1 01	07/12/10	3,208.59
xxxxx3119-00	Individual Income Tax	12/06 1 01	04/16/09	812.43
xxxxx3119-00	Individual Income Tax	12/05 1 01	04/15/09	1,987.34



**PURCHASE AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2007 Minnesota Association of REALTORS®, Edina, MN

1. Date: 3-18-09  
2. Page 1 of \_\_\_\_\_

- 8. RECEIVED OF GRANT GRZYBOWSKI
- 9. \_\_\_\_\_
- 10. the sum of FIVE THOUSAND Dollars (\$ 5,000 )
- 11. by  CHECK  CASH  NOTE as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the third business day after acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller. Said earnest money is part payment for the purchase of the property located at
- 12. Street Address: 5463 BROOKFIELD RD.
- 13. City of SOUTH HAVEN, County of STEARNS
- 14. State of Minnesota, legally described as LOT 2 BLOCK 1 CLEARWATER SPRINGS
- 15. \_\_\_\_\_
- 16. Including all fixtures on the following property, if any, owned by Seller and used and located on said property, including but not limited to garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings; window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection therewith), built-in air-conditioning equipment, electronic air filter, water softener  OWNED  RENTED  NONE
- 17. built-in humidifier and dehumidifier, liquid fuel tank(s)  OWNED  RENTED  NONE and controls (if the
- 18. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers, garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms;
- 19. ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and heatlators; AND the following personal property: \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 276,000 )
- 23. TWO HUNDRED SEVENTY SIX THOUSAND Dollars.
- 24. which Buyer agrees to pay in the following manner:
- 25. 1. Cash of at least 100 percent (%) of the sale price, which includes the earnest money; PLUS
- 26. 2. Financing, the total amount secured against this property to fund this purchase, not to exceed \_\_\_\_\_ percent (%) of the sale price.
- 27. Such financing shall be (check one)  a first mortgage;  a contract for deed; or  a first mortgage with subordinate financing, as described in the attached Addendum.
- 28.  Conventional  FHA  DVA  Assumption  Contract for Deed  Other: CASH
- 29. The date of closing shall be APRIL 24, RD. 09
- 30. This Purchase Agreement  IS  IS NOT subject to a Contingency Addendum for sale of Buyer's property.
- 31. (If answer is IS, see attached Addendum.)
- 32. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)

EA 170-1 (07/07)



PURCHASE AGREEMENT

41. Address 5463 Bessiefield RD  
42. Page 2 Date 3/15/09

- 43. This Purchase Agreement  IS  IS NOT subject to cancellation of a previously written purchase agreement  
(Check one.)
- 44. dated \_\_\_\_\_
- 45. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_, 20\_\_\_\_. If
- 46. said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
- 47. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
- 48. hereunder to be refunded to Buyer.)
- 49. Buyer has been made aware of the availability of property inspections. Buyer  Elects  Declines to have a  
(Check one.)
- 50. property inspection performed at Buyer's expense.
- 51. This Purchase Agreement  IS  IS NOT subject to an Inspection Contingency Addendum.  
(Check one.)
- 52. (If answer is IS, see attached Addendum.)
- 53. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a
- 54.  Warranty Deed or  Other: Special Warranty Deed joined in by spouse, if any, conveying  
(Check one.)
- 55. marketable title, subject to
- 56. (a) building and zoning laws, ordinances, and state and federal regulations;
- 57. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
- 58. (c) reservation of any mineral rights by the State of Minnesota;
- 59. (d) utility and drainage easements which do not interfere with existing improvements;
- 60. (e) rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_
- 61. \_\_\_\_\_; and
- 62. (f) others (must be specified in writing): \_\_\_\_\_
- 63. \_\_\_\_\_
- 64. \_\_\_\_\_
- 65. \_\_\_\_\_
- 66. \_\_\_\_\_
- 67. \_\_\_\_\_
- 68.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green  
(Check one.)
- 69. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- 70.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON  
(Check one.)
- 71. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
- 72. payable in the year of closing.
- 73.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as  
(Check one.)
- 74. of the date of this Purchase Agreement.
- 75.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
(Check one.)
- 76. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
- 77. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or
- 78. less, as required by Buyer's lender.)
- 79. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 80. which is not otherwise herein provided.

EA 170-2 (07/07)



**PURCHASE AGREEMENT**

61. Address 5423 Brookside Rd.  
 62. Page 3 Date 3/18/09

83. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
(Check one.)
84. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
 85. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing  
 86. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on  
 87. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide  
 88. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare  
 89. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
 90. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
 91. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 92. directing all earnest money paid hereunder to be refunded to Buyer.
93. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due  
(Check one.)
94. and payable in the year 20 09.
95. Seller shall pay  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due and  
(Check one.)
96. payable in the year 20 09. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted  
 97. to the new closing date. Seller warrants taxes due and payable in the year 20 09 shall be  FULL  PART  NON-  
(Check one.)
98. homestead classification.
99. If part- or non-homestead classification is checked, Seller agrees to pay Buyer at closing \$ 0  
 100. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes  
 101. when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing  
 102. and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the  
 103. amount of subsequent real estate taxes.
104. POSSESSION: Seller shall deliver possession of the property no later than immediately after closing.  
 105. All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and natural gas shall  
 106. be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid  
 107. petroleum gas on the day of closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND  
 108. ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.
109. TITLE AND EXAMINATION: Within a reasonable time period after acceptance of this Purchase Agreement, Seller  
 110. shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches  
 111. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer  
 112. or Buyer's designated title service provider:
113. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed  
 114. to write title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and  
 115. exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance  
 116. of the title insurance policy(ies) including but not limited to the premium(s), Buyer's name search and plat  
 117. drawing, if any. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in  
 118. Seller's possession or control, for this property to Buyer or Buyer's designated title service provider.
119. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to  
 120. date if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any  
 121. abstract for this property in Seller's possession or control to Buyer or Buyer's designated title service provider.  
 122. If property is Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.
123. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not  
 124. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable, or in  
 125. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer  
 126. and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare  
 127. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
 128. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
 129. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 130. directing all earnest money paid hereunder to be refunded to Buyer.

ER 170-B (07/07)



## PURCHASE AGREEMENT

131. Page 4

132. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay  
 133. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description  
 134. of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants  
 135. that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that  
 136. there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the  
 137. deed or contract for deed.
138. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures  
 139. or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or  
 140. repair of any structure on, or improvement to, the property.
141. Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings,  
 142. or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller warrants that  
 143. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
 144. received by Seller shall be provided to Buyer immediately.
145. Seller agrees to allow reasonable access to the property for performance of any surveys or inspections agreed to  
 146. herein.
147. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any  
 148. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property  
 149. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,  
 150. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
 151. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 152. directing all earnest money paid hereunder to be refunded to Buyer.
153. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
154. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed  
 155. by the parties shall constitute the entire agreement between Seller and Buyer and supercedes any other written or  
 156. oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing  
 157. signed by Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for  
 158. purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which may effectively  
 159. increase the cash outlay at closing or reduce the proceeds from the sale.
160. **ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be  
 161. delivered.
162. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement  
 163. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or  
 164. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase  
 165. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is  
 166. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217,  
 167. Subd. 4.
168. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual  
 169. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to  
 170. specific performance, such action must be commenced within six months after such right of action arises.
171. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
 172. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained  
 173. by contacting the local law enforcement offices in the community where the property is located or the Minnesota  
 174. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
 175. [www.corr.state.mn.us](http://www.corr.state.mn.us).

ER 170-4 (07/07)



**PURCHASE AGREEMENT**

176. Address 5463 Brookfield RD  
 177. Page 5 Date 3/18/09

178. ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge, there are no hazardous substances or underground  
 179. storage tanks except herein noted: \_\_\_\_\_  
 180. \_\_\_\_\_  
 181. \_\_\_\_\_  
 182. \_\_\_\_\_  
 183. \_\_\_\_\_  
 184. \_\_\_\_\_  
 185. \_\_\_\_\_  
 186. \_\_\_\_\_  
 187. \_\_\_\_\_  
 188. \_\_\_\_\_

189. (Check appropriate boxes.)  
 190. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:  
 191. CITY SEWER  YES  NO / CITY WATER  YES  NO  
 192. PRIVATE SEWER SYSTEM  
 193. SELLER CERTIFIES THAT SELLER  DOES  DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON OR  
(Check one.)  
 194. SERVING THE PROPERTY. (If answer is DOES, see Private Sewer System Disclosure Statement.)  
 195. PRIVATE WELL  
 196. SELLER CERTIFIES THAT SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE  
(Check one.)  
 197. PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)  
 198. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO A PRIVATE SEWER AND WELL INSPECTION  
(Check one.)  
 199. CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)  
 200. IF A WELL OR PRIVATE SEWER SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL  
 201. DISCLOSURE STATEMENT AND/OR A PRIVATE SEWER SYSTEM DISCLOSURE STATEMENT.

202. **NOTICE**

203. BRANDON JOHNSON is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

204. Edina  
(Real Estate Company Name)

205. Heidi Voigt is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

206. Edina  
(Real Estate Company Name)

207. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

BR 170-5 (07/07)



**PURCHASE AGREEMENT**

208. Address 5463 Brookfield R.D.  
 209. Page 6 Date 3/18/09

ASIS  
 H.H.M.

210. SELLER WARRANTS THAT CENTRAL AIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED  
 211. AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS  
 212. NOTED IN THIS PURCHASE AGREEMENT.  
 213. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO  
 214. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF  
 215. THIS PURCHASE AGREEMENT.  
 216. BUYER  HAS  HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A  
 217. SELLER'S DISCLOSURE ALTERNATIVES FORM.  
 218. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY, SELLER AGREES TO  
 219. NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM ANY PRIOR  
 220. REPRESENTATIONS REGARDING THE PROPERTY.  
 221. IN THE EVENT A SELLER'S DISCLOSURE ALTERNATIVES FORM IS USED IN THIS TRANSACTION, DISREGARD  
 222. LINES 223 THROUGH 228.  
 223. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE  
 224. PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF  
 225. THE PROPERTY, AND BUYER RELIES SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY  
 226. SELLER.  
 227. SELLER  HAS  HAS NOT HAD A WET BASEMENT AND  HAS  HAS NOT HAD ROOF, WALL OR  
 228. CEILING DAMAGE CAUSED BY WATER OR ICE BUILDUP.

**DUAL AGENCY REPRESENTATION**

229. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:  
 230.  Dual Agency representation DOES NOT apply in this transaction. Disregard lines 232-248.  
 231.  Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 233-248.  
 232. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a  
 233. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
 234. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
 235. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).  
 236. Seller(s) and Buyer(s) acknowledge that:  
 237. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
 238. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
 239. information will be shared;  
 240. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
 241. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
 242. the sale.  
 243. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
 244. and its salesperson to act as dual agents in this transaction.  
 245. Seller: C. Weng Buyer: [Signature]  
 246. Seller: Subject to Sellers Counter Proposal Buyer: [Signature]  
 247. Date: 4-7-09 Date: 3/18/09

ER 170-B (02/07)



PURCHASE AGREEMENT

249. Address 6463 Brookfield LN

250. Page 7 Date \_\_\_\_\_

251. OTHER: SELLER TO FINE PROPERTY "Trashed out" by closing.

252. \_\_\_\_\_

253. \_\_\_\_\_

254. \_\_\_\_\_

255. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

257. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.  
260. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and on the terms and conditions set forth above  
I have reviewed all pages of this Purchase Agreement.

262.  If checked, this Purchase Agreement is subject to attached Counteroffer Addendum.

264. X Cweng 4-1-09  
(Seller's Signature) (Date)

X [Signature] 3/18/09  
(Buyer's Signature) (Date)

265. X \_\_\_\_\_  
(Seller's Printed Name)

X \_\_\_\_\_  
(Buyer's Printed Name)

**Subject to Sellers Counter Proposal**

266. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

267. X \_\_\_\_\_ (Date)

X \_\_\_\_\_ (Date)

268. X \_\_\_\_\_  
(Seller's Printed Name)

X \_\_\_\_\_  
(Buyer's Printed Name)

269. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

270. FINAL ACCEPTANCE DATE \_\_\_\_\_

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

273. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

276. SELLER(S) Cweng

BUYER(S) [Signature]

**Subject to Sellers Counter Proposal**

277. SELLER(S) \_\_\_\_\_

BUYER(S) \_\_\_\_\_

BR 170-7 (07/07)

**WAIVER OF SELLER'S DISCLOSURE REQUIREMENTS FOR  
RESIDENTIAL REAL PROPERTY AND  
HOLD HARMLESS AGREEMENT  
(Waiver and Hold Harmless Agreement)**

Seller: Owner of Record

NAME: GRANT GRASBOWSKI

Property Address: 5463 BROOKFIELD RD.

South Haven, MN

(Other Purpose)

Date: 3-18-09

Buyer desires to purchase the Property from Seller, pursuant to a purchase and sale agreement (the "Agreement") to be entered into between Seller and Buyer. Effective on January 1, 2003, Minnesota law requires that the Seller either provide the prospective buyer of a single-family residential real property with a written disclosure of all material facts pertaining to adverse physical conditions in the Property of which the Seller is aware, or provide a report concerning the physical condition of the Property prepared by a qualified third party. The law also permits the Seller and the Buyer to waive these disclosure provisions.

Buyer (whether one or more) and Seller hereby waive, in their entirety to the full extent permitted by law, the written disclosure provisions set forth in sections 513.52 to 513.60 of the Minnesota Statutes Annotated, pursuant to the provisions of section 513.60 of the Minnesota Statutes Annotated concerning the above described Property. Buyer acknowledges that Buyer has been given ample opportunity to seek the advice of Buyer's own legal counsel concerning the agreement, the Property and this Waiver and Hold Harmless Agreement. Notwithstanding anything to the contrary in the Agreement, Buyer hereby specifically holds Seller harmless from any claims or claims made by Buyer, Buyer's successors, assignees, heirs, insurers, agents, or any other person or entity, as to any matter involving the disclosure set forth in sections 513.52 to 513.60 or claims made against Seller, at any time, concerning the disclosures set forth in sections 513.52 to 513.60 of the Minnesota Statutes Annotated concerning the Property made by Buyer, Buyer's successors, assignees, heirs, insurers, agents, or any other person or entity. The parties herein agree that except as otherwise provided herein, the Agreement's provisions shall be in full force and effect.

This Waiver and Hold Harmless Agreement shall be binding and inure to the benefit of the Buyer and Seller and their heirs, successors, assignees, agents, employees and officers and shall survive the closing of the sale of the Property pursuant to the Agreement.

[Signature]  
Date: \_\_\_\_\_

Seller: Chergh 4-7-09

Subject to Sellers Counter Proposal

Buyer & Seller aware of Suicide on  
Property. [Signature]

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

09655 11-24  
Office AU # 1210(8)

CASHIER'S CHECK

0965501262

Operator I.D.: main3595 main2095

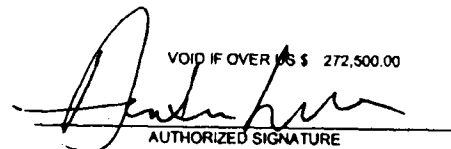
PAY TO THE ORDER OF \*\*\*GRANT GRZYBOWSKI\*\*\*  
\*\*\*RE: GRANT GRZYBOWSKI\*\*\*

April 16, 2009

\*\*\*Two hundred seventy-two thousand five hundred dollars and no cents\*\*\* \*\*\$272,500.00\*\*

WELLS FARGO BANK, N.A.  
100 W BURNSVILLE PKWY  
BURNSVILLE, MN 55337  
FOR INQUIRIES CALL (480) 394-3122

  
AUTHORIZED SIGNATURE

  
AUTHORIZED SIGNATURE

VOID IF OVER US \$ 272,500.00

Quinn Realty Title  
St. Cloud Closing Center  
110 Division Street  
Waite Park, MN 56387

Receipt call 4/23/09  
(ST)

UBS DIVERSIFIED GROWTH LLC

Account Number:  
Statement End Date:

2710  
05/06/09

Electronic Debits/ Bank Debits

Effective Date	Posted Date	Amount	Transaction Detail
	Apr 13	6,500.00	
	Apr 13	6,000.00	
	Apr 13	2,309,957.43	
	Apr 14	2,309,963.76	
	Apr 15	39,000.00	
	Apr 15	26,370.00	
	Apr 15	2,232,275.07	
	Apr 16	277,500.00	Withdrawal Made In A Branch/Store
	Apr 16	1,954,598.31	
	Apr 17	1,949,604.41	
	Apr 20	536.49	
	Apr 20	1,949,183.94	
	Apr 21	1,956,682.28	
	Apr 22	1,956,687.64	
	Apr 23	50,000.00	
	Apr 23	1,838,552.20	
	Apr 24	1,838,557.24	
	Apr 27	1,838,572.35	
	Apr 28	1,838,577.39	
	Apr 29	18,589.00	
	Apr 29	1,819,993.43	
	Apr 30	1,300,000.00	
	Apr 30	25,447.01	
	Apr 30	1,580.00	
	Apr 30	492,971.41	
	May 01	250,000.00	
	May 01	200,000.00	
	May 04	15,000.00	
		33,675,391.88	Total Electronic Debits/ Bank Debits

Continued on next page

MINNESOTA · REVENUE

PE20

Auditor use only

**Certificate of Real Estate Value**

Names of buyers (last, first, MI) <b>GRZYBOWSKI, GRANT</b>		Address <b>15362 VANADIUM STREET NW RAMSEY, MN 55303</b>	Daytime phone <b>(763) 458-5819</b>
Names of sellers (last, first, MI) <b>AURORA LOAN SERVICES</b>		New address <b>4878 LOOP CENTRAL DRIVE HOUSTON, TX 70081</b>	Daytime phone <b>DECLINE</b>
Street address or rural route of property purchased <b>5463 BROOKFIELD</b>		City or township <b>SOUTH HAVEN</b>	County <b>STEARNS</b>
1. Date of deed or contract <b>4/14/09</b>	Legal description of property purchased (lot, block and plat) or attach 3 copies of the legal description <b>2/1 CLEARWATER SPRINGS</b>		

**Financial arrangements**

2. Total purchase price <b>\$276,000.00</b>	Was personal property included in purchase price (e.g., furniture, inventory, equipment)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list property and current (not replacement) value at right, and enter total in Box 5 below. Use back of form if needed.	\$ _____
3. Down payment <b>\$272,981.32</b>		\$ _____
4. Points or prepaid interest paid by seller <b>0.00</b>	5. Current value of personal property	\$ _____

**6. Type of acquisition** (check all that apply)

- 1031 exchange
- Buyer and seller are relatives or related businesses
- Buyer or seller is religious or charitable organization
- Buyer or seller is unit of government
- Buyer purchased partial interest only
- Contract paid off or resold
- Name added or removed from deed
- Property condemned or foreclosed upon
- Property received as gift or inheritance
- Property received in trade
- Purchase agreement signed over two years ago

**7. Type of property transferred** (check all that apply)

- Land only
- Land and buildings
- Construction of new building after Jan. 1 of year of sale

**8. Planned use of property** (check one)

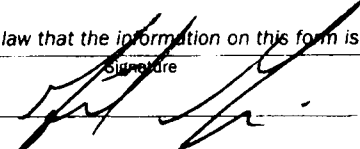
- Residential: single family
- Residential: duplex, triplex
- Cabin or recreational (noncommercial)
- Agricultural. Number of acres: \_\_\_\_\_ (attach Schedule PE20A).
- Apartment (residential, four or more units). Number of units: \_\_\_\_\_ (attach Schedule PE20A).
- Commercial-industrial. Type of business: \_\_\_\_\_ (attach Schedule PE20A).
- Other. Describe: \_\_\_\_\_ (attach Schedule PE20A).

8. Will this property be the buyer's principal residence?  Yes  No

**Method of financing** (complete only if seller-financed, including contracts-for-deed and assumed mortgages)

	Assumed mortgage	Contract for deed	Mortgage or contract-for-deed amount at purchase	Monthly payment (principal & interest)	Interest rate now in effect	Number of payments	Date of any lump-sum (balloon) payments
9.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
10.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

**Sign here.** I declare under penalty of law that the information on this form is true, correct and complete to the best of my knowledge and belief.

Print name: **GRANT GRZYBOWSKI** Signature:  Date: **4/20/08** Daytime phone: **(763) 458-5819**

**Counties: Complete this section.**

Co	<input type="checkbox"/> C <input type="checkbox"/> T	Yr Bldg	SD	Yr	Land	Bldg	Tot	Primary property ID number		
Acres	Tillable	CER	CRP RIM	Use	Deed	Yr	Land	Bldg	Tot	Secondary parcel ID number
Good for study <input type="checkbox"/> Yes <input type="checkbox"/> No If no, give reason/code										
X	HC	ST	Adjc	Adjs	Use	Tillable EMV	Apt	FM	Are there more parcels? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	GA	C	1	MV	2	MV	ID	Put additional ID numbers on back of form.		

No. 6000400 (Rev. 4/08)

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**From:** Grant Grzybowski  
**Sent:** Monday, March 23, 2009 2:46 PM  
**To:** Trevor Cook  
**Subject:** pics  
**Attachments:** img148.jpg; img159.jpg; img167.jpg

TC,

Here are some pics of my grandpa's place.

148 is the front of the house

159 is the back of the house

167 is the view from the deck to the right is the big storage shed

Grant

**EXHIBIT H**

4/4/2011



**EXHIBIT H**



**EXHIBIT H**



**EXHIBIT H**

---

**From:** Frederick Goetz [mailto:fgoetz@goetzeckland.com]  
**Sent:** Wednesday, February 03, 2010 6:09 PM  
**To:** Russell Rigby  
**Subject:** Grant Grzybowski

Russell.

I met with Grant earlier this week. He is still working on getting a mortgage to repay the loan. He is working with a mortgage broker. Presently, he does not qualify for an FHA loan. He is exploring three options:

1. Cleaning up his credit score so he can qualify;
2. Getting a co-signer for the mortgage; or
3. Getting a non-FHA loan at a significantly higher rate.

I share this information so you will know that he is working hard to get the loan paid off with interest to the receiver. He understands that time is of the essence and is working on bringing this to a completion as soon as he can. I have told him to give me an update in two weeks time. I will give you further information then or before if the financing comes together any earlier.

Frederick J. Goetz  
Goetz & Eckland P.A.  
Exposition Hall at Riverplace  
43 Main Street S.E., Suite 505  
Minneapolis, Minnesota 55414  
612-874-1552  
612-331-2473 (fax)  
[www.goetzecklandlaw.com](http://www.goetzecklandlaw.com)

**GOETZ & ECKLAND P.A.**  
CIVIL LITIGATION • CRIMINAL DEFENSE

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**From:** Russell Rigby [mailto:RRigby@CCVL.com]  
**Sent:** Monday, April 19, 2010 2:58 PM  
**To:** Frederick Goetz  
**Cc:** RJ Zayed; Tara Norgard  
**Subject:** RE: Grant Grzybowski

Fred,

I'm writing to get a status update on Grant's efforts. We understand Grant's difficulty in getting a mortgage, but we cannot leave repayment of the loan open indefinitely. In essence, Grant is living rent free in a house that the Receivership will need to sell if he cannot otherwise repay the loan.

Given the length of time we have already given him to arrange financing, unless he can repay the loan within 30 days we will need to take possession of the house. Please let me know where he stands at your earliest convenience.

Russ Rigby  
Carlson Caspers Vandeburgh & Lindquist  
225 S. 6th St., Suite 3200  
Minneapolis, MN 55402  
(612) 436-9611 (direct)  
(612) 436-9605 (fax)  
[www.ccvl.com](http://www.ccvl.com)

**From:** Russell Rigby  
**Sent:** Wednesday, May 05, 2010 10:02 AM  
**To:** 'Frederick Goetz'  
**Cc:** RJ Zayed; Tara Norgard  
**Subject:** RE: Grant Grzybowski

Fred,

We haven't heard back on Grant's efforts to obtain financing, which I'm sure is because you haven't heard back either. Attached is an occupancy agreement for the house. If Grant is to remain in the house, he needs to agree to these terms in the very near future. As you'll see, this agreement provides us protection for this significant asset of the Receivership and we have been using it with other real estate in the receivership. If Grant isn't willing to agree to these terms, we'll have no choice but to take control of the house on an expedited basis to preserve its value.

Please let me know by the end of the week where we stand, so we can act accordingly.

Thanks,

Russ Rigby  
Carlson Caspers Vandeburgh & Lindquist  
225 S. 6th St., Suite 3200  
Minneapolis, MN 55402  
(612) 436-9611 (direct)  
(612) 436-9605 (fax)  
[www.ccvl.com](http://www.ccvl.com)