



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The NW1/4, Section 8, Adams Township, T101N, R16W, Mower Co., MN, less acreage site, containing 150.25 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.



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8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer.

Select One:

- Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20___, attributed to the Property being purchased.
Seller and Buyer agree to prorate the 20___ Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.
Not Applicable

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).

9. TAXES AND SPECIAL ASSESSMENTS (select one):

- Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in ____. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in ____ and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.

10. CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.

11. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

- Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

12. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.

13. SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer 0% Seller 100%.

14. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

15. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.

16. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
17. **PROPERTY NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.
18. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge there are no hazardous substances or underground storage tanks except where noted here: N/A

(Check appropriate boxes.)

SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

CITY SEWER YES or NO

CITY WATER YES or NO

SUBSURFACE SEWAGE TREATMENT SYSTEM

SELLER DOES or DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Subsurface Sewage Treatment System Disclosure Statement*.)

PRIVATE WELL

SELLER DOES or DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well is located on the Property, see *Well Disclosure Statement*.)

To the best of Seller's knowledge, the Property IS or IS NOT in a Special Well Construction Area.

THIS PURCHASE AGREEMENT IS or IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY*. (If answer is **IS**, see attached *Addendum*.)

IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.

19. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
20. **DEFAULT:** Either party's failure to comply with the terms and provisions of this Agreement or any documents or agreements executed herewith or contemplated hereby shall constitute a default of this Agreement. Upon default, the non-defaulting party shall have the right and option to seek the specific performance of the terms and conditions of this Agreement from a court of proper jurisdiction. Also, the non-defaulting party shall be entitled to recover all costs, expenses, and reasonable attorneys' fees in obtaining specific performance or any other remedies or other relief as allowed by law. The remedies described above are not exclusive, but are in addition to all other rights, claims, remedies or causes of action which the non-defaulting party may have, or which are otherwise allowed by law.
21. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**
(A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
 Seller is not aware of any methamphetamine production that has occurred on the Property.
 Seller is aware that methamphetamine production has occurred on the Property.
(See *Disclosure Statement: Methamphetamine Production*.)
22. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone, and as such may be affected by zoning regulations adopted by the governing body. Such zoning regulations are filed with the county recorder. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
23. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections website at www.corr.state.mn.us.



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- 24. **CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. **IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. **ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. **SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. **SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. **NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. **OTHER:** The acreage site will be surveyed off prior to closing. Final sale price may adjust up or down based on final surveyed acres.



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36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



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37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



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38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (If applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



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39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



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all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

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joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
restrictions relating to use or improvement of the Property without effective forfeiture provisions;
reservation of any mineral rights by the State of Minnesota;
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B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

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13. SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A%.

14. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

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- 24. CLOSING COSTS: Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
25. IRS § 1031 TAX DEFERRED EXCHANGE: Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code.
26. ENTIRE AGREEMENT: This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties.
27. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
28. SUCCESSORS BOUND: The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
29. SURVIVAL: All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
30. TIME OF ESSENCE: Time is of the essence in this Purchase Agreement.
31. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.
32. SEVERABILITY: If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
33. NOTICES: All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
A. in person,
B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
C. via e-mail with acknowledged receipt by recipient.
34. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
35. OTHER: This parcel contains a residence where the septic system is non-compliant with county standards. It will be the responsibility of the buyer(s) to update, per county requirements. At closing, funds from the buyer(s) must be in escrow for the septic system updates.

The building site is currently rented until March 1, 2024. The current lease has been terminated but the buyer(s) will honor the remaining terms of the lease until March 1, 2024. All personal items and equipment located throughout the house and outbuildings are property of the tenant and will be removed by March 1, 2024.

The LP tank located on the property is rented through Stacyville LP Gas Company.

Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability Included.



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (If applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The Frl. NE 1/4 South of the Bike path, Section 6, Adams Township, T101N, R16W, Mower Co., MN, containing 140.35 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer.

Select One:

Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20____, attributed to the Property being purchased.

Seller and Buyer agree to prorate the 20____ Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.

Not Applicable

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).

9. TAXES AND SPECIAL ASSESSMENTS (select one):

Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in _____. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in ____ and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.

Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.

10. CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.

11. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.

B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

12. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.

13. SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %.

14. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

15. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. **CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. **IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. **ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. **SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. **SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. **NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. **OTHER:** N/A

DRAFT: Non-Executible



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMANN FARMS, LLC

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (If applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The E 1/2 SW 1/4, Section 5, Adams Township, T101N, R16W, Mower Co., MN, containing 80.00 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.

PURCHASE AGREEMENT: LAND
State of Minnesota

- 8. CONSERVATION PROGRAM CONTRACTS:** Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer.
Select One:
 Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20____, attributed to the Property being purchased.
 Seller and Buyer agree to prorate the 20____ Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.
 Not Applicable
By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
- 9. TAXES AND SPECIAL ASSESSMENTS (select one):**
 Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in _____. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in ____ and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
 Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.
- 10. CONDITION OF PROPERTY:** Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.
- 11. TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
- A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
 - B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.
- Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:
- In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
- 12. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
- 13. SURVEY:** This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %. See #35 other provisions for exception.
- 14. DIMENSIONS:** Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
- 15. ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. **CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
 - 25. **IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
 - 26. **ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
 - 27. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
 - 28. **SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
 - 29. **SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
 - 30. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
 - 31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
 - 32. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - 33. **NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
 - 34. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
 - 35. **OTHER:** If necessary, the farm may be surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.
-
-
-
-

DRAFT - Not Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

112 N. Howard St.
(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMANN FARMS, LLC

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (If applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The S 1/2 NW 1/4, All South of the bike path in Section 5, Adams Township, T101N, R16W, Mower Co., MN, containing 50.95 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. **CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. **IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. **ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. **SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. **SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. **NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. **OTHER:** If necessary, the farm may be surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.

DRAFT - Not Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

SELLER: JACOB C. SCHNAUBER

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (if applicable)

Title (if applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

Jacob C. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

Jenna M. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The Frl. NE¼, North of the bike path in Section 5, Adams Township, T101N, R16W, Mower Co., MN, less parcel, containing 147.50 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. **CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. **IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. **ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. **SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. **SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. **NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. **OTHER:** If necessary, the farm may be surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.

DRAFT - Not Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (If applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The W 1/2 NW 1/4 in Section 4, Adams Township, T101N, R16W, Mower Co., MN, less parcel, containing 73.92 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.



PURCHASE AGREEMENT: LAND
State of Minnesota

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer.

Select One:

- Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20___, attributed to the Property being purchased.
Seller and Buyer agree to prorate the 20___ Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.
Not Applicable

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).

9. TAXES AND SPECIAL ASSESSMENTS (select one):

- Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in ____. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in ____ and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.
Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.

10. CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.

11. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

- Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.
Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

12. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.

13. SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %. See #35 other provisions for exception.

14. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

15. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. OTHER:** If necessary, the farm may be surveyed to identify field boundaries. This survey cost will be at the expense of the Sellers.

DRAFT - Not Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS or IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (If applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The E 1/2 NE 1/4, and the East 50 acres of the W 1/2 NE 1/4 in Section 23, Austin Township, T102N, R18W, Mower Co., MN, less parcel, containing 120.92 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer.

Select One:

Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20____, attributed to the Property being purchased.

Seller and Buyer agree to prorate the 20____ Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.

Not Applicable

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).

9. TAXES AND SPECIAL ASSESSMENTS (select one):

Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in _____. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in ____ and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.

Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.

10. CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.

11. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.

B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

12. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.

13. SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %.

14. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

15. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. **CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. **IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. **ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. **SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. **SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. **NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. **OTHER:** N/A

DRAFT: Not Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

SELLER: JACOB C. SCHNAUBER

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (if applicable)

Title (if applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

Jacob C. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

Jenna M. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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



PURCHASE AGREEMENT: LAND
State of Minnesota

1. SELLER(s): OUR HARTMANN FARMS, LLC and the undersigned (hereinafter referred to as "Seller")

2. BUYER(s): and/or assignee (hereinafter referred to as "Buyer")

3. PROPERTY: Said earnest money is part payment for the purchase of the following property legally described as:

The W 1/2 NE 1/4, West of the RR ROW and DNR area in Section 35, Austin Township, T102N, R18W, Mower Co., MN, containing 60.52 acres, more or less. Exact legal per Abstract of Title, together with any and all easements, appurtenances and rights-of-way of record pertaining to the above-described property, similarly subject to any easements of record, zoning restrictions, governmental cost-sharing agreements and restrictive covenants; and including all fixtures, if any, [] INCLUDING or [X] EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and [] INCLUDING or [X] EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

N/A

all of which Seller has this day agreed to sell to Buyer and Buyer has agreed to buy from Seller.

4. OFFER:

A. Purchase Price: \$

B. Earnest Funds to be deposited in Trust on Acceptance of Offer: \$

To be deposited in the trust account of:

[] Listing Broker-Hertz Farm Management, Inc.; or

[X] Hoversten Law Firm Trust Account (Closing Agent)

C. Balance of Purchase Price Due by Buyer on Closing Date: \$

Funds due at Closing shall be by bank cashier's check or wire transfer.

D. Buyer Premium of 1% Due by Buyer on Closing Date: \$

Payable to Hertz Farm Management, Inc.

5. CLOSING AND POSSESSION DATE: Settlement of closing shall be on or before December 19, 2023, or after objections to title have been cleared. Possession and Title of the property shall be delivered on Date of Closing in its present condition, ordinary wear and tear excepted, subject to any existing leases, if any. If closing is delayed at fault of Buyer, Buyer shall pay .8% interest on all unpaid amounts from December 19, 2023 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller. Seller and Buyer agree that Earnest Funds held in the Hoversten Law Firm Trust Account may be disbursed to a future-specified closing agent within 72-hours of scheduled Settlement date or as directed by said closing agent.

6. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

[X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED

[] TRUSTEE'S DEED [] OTHER:

joined in by spouse, if any, conveying marketable title, subject to

- building and zoning laws, ordinances, state and federal regulations;
- restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- reservation of any mineral rights by the State of Minnesota;
- utility and drainage easements which do not interfere with any existing improvements; and
- all other items of record.

7. TENANTS/LEASES: Property [X] IS or [] IS NOT subject to rights of tenants. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing.

Select One:

[X] Seller shall be entitled to all payments due from the lessee in the year 2023, pursuant to said current lease.

[] Seller and Buyer agreed to prorate 20__ crop lease income (\$_____ per tillable acre) to the date of closing.

8. CONSERVATION PROGRAM CONTRACTS: Seller assigns all right, title, and interest in any Conservation Program contract(s) for said Property to Buyer.

Select One:

Seller shall be entitled to all payments due from the Conservation Program Contract(s) in the year 20____, attributed to the Property being purchased.

Seller and Buyer agree to prorate the 20____ Conservation Program Contract(s) payment(s) attributed to Property being purchased to the date of closing.

Not Applicable

By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).

9. TAXES AND SPECIAL ASSESSMENTS (select one):

Seller shall pay real estate taxes and special assessments certified for payment with the real estate taxes due and payable in _____. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which are required as a result of the closing of this sale. Buyer shall pay real estate Taxes due and payable in ____ and thereafter, and any unpaid special assessments payable therewith and thereafter. No representations or warranties are made concerning the amount of subsequent real estate taxes.

Seller and Buyer shall prorate, to the date of closing, the real estate taxes and special assessments certified for payment with the real estate taxes due and payable in 2023. Seller shall pay, on the date of closing, any deferred real estate taxes (i.e., Green Acres, etc.) which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in 2024 and thereafter, and any unpaid special assessments payable therewith and thereafter.

10. CONDITION OF PROPERTY: Property is sold "AS IS AND WHERE IS", in its current condition, without warranty and Seller makes no representation of any kind to Buyer regarding the property or its condition or suitability for any use.

11. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

A. Seller shall provide, at Seller's option, the abstract of title to be updated at the Seller's expense, or a commitment for an Owner's Title Insurance Policy for the Property to Buyer or Buyer's designated title service provider.

B. Buyer shall obtain, at the Buyer's expense, the title services determined necessary or desirable by Buyer or Buyer's lender, including, but not limited to, title searches, title examinations, a title insurance commitment, unless provided by Seller in lieu of an updated abstract of title, title insurance premium or an attorney's title opinion.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title, including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

12. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.

13. SURVEY: This Property shall -or- shall not be surveyed. Survey cost to be divided as follows: Buyer N/A % Seller N/A %.

14. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

15. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys or inspections as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys or inspections and pay for any restoration costs.



**PURCHASE AGREEMENT: LAND
State of Minnesota**

- 24. CLOSING COSTS:** Buyer and Seller agree to pay their own respective closing costs unless set forth otherwise herein.
- 25. IRS § 1031 TAX DEFERRED EXCHANGE:** Seller and/or Buyer may choose to transfer the subject property as part of a tax deferred exchange under Section §1031 of the IRS Code. Either Party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
- 26. ENTIRE AGREEMENT:** This Purchase Agreement and any exhibits, addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller and supersedes any other written or oral agreements between the parties. This Agreement is not subject to any contingencies not specifically set forth in this Agreement. This Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law.
- 27. ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
- 28. SUCCESSORS BOUND:** The provisions of this Agreement, all documents, contracts, easements, restrictive covenants, rights of first refusal and contracts executed in conjunction herewith shall inure to the benefit of and be binding upon the successors of the parties, including all heirs, successors and assigns of Buyer and Seller.
- 29. SURVIVAL:** All warranties, representations and agreements specified in this Purchase Agreement shall survive the closing and delivery of the deed or contract for deed and shall continue to be binding and enforceable between the parties.
- 30. TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 31. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Minnesota.
- 32. SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 33. NOTICES:** All notices and other communications required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given if delivered:
 - A. in person,
 - B. via U.S. Mail, postage pre-paid by mailing via certified mail, return receipt requested, or
 - C. via e-mail with acknowledged receipt by recipient.
- 34. FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
- 35. OTHER:** A survey will be completed to identify the 66' wide easement for access. This survey cost will be at the expense of the Sellers.

DRAFT - Not Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

36. AGENCY NOTICE AND DISCLOSURE:

AGENCY NOTICE

Nicole Rustad
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

Geoff Mead
(Licensee)

Is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator
(Choose One)

Hertz Farm Management, Inc.
(Real Estate Company Name)

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

- a) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;
b) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
c) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER(S):

N/A
Signature Date Signature Date

BUYER(S):

N/A
Signature Date Signature Date



PURCHASE AGREEMENT: LAND
State of Minnesota

37. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: Christopher P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Christopher P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Holly C. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Tena R. Driskill

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Tena R. Driskill
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

James P. Driskill
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Patrice T. Schnauber

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Patrice T. Schnauber
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Brian D. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)

SELLER: Nathaniel P. Hartmann

(Legal Name Signature – First, MI, Last) Date

N/A
Title (if applicable)

Nathaniel P. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

Catrina M. Hartmann
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – City, State, Zip Code)



PURCHASE AGREEMENT: LAND
State of Minnesota

38. SELLER(S): OUR HARTMANN FARMS, LLC and the undersigned

I/We agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS or [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See Paragraph 34.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER: OUR HARTMAN FARMS, LLC

SELLER: JACOB C. SCHNAUBER

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Manager of Our Hartmann Farms, LLC & Trustee of Jack H. Hartmann Trust
Title (if applicable)

Title (if applicable)

Our Hartmann Farms, LLC by: Busey Bank - Renea Harbert, Sr. VP,
(Legal Name Print – First, MI, Last)

Jacob C. Hartmann
(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

Jenna M. Schnauber
(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

DRAFT: Non-Executable



PURCHASE AGREEMENT: LAND
State of Minnesota

39. BUYER(S): _____ and/or assignee

I/We 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.

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

BUYER: _____

BUYER: _____

(Legal Name Signature – First, MI, Last) Date

(Legal Name Signature – First, MI, Last) Date

Title (If applicable)

Title (if applicable)

(Legal Name Print – First, MI, Last)

(Legal Name Print – First, MI, Last)

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Signature – First, MI, Last) Date

(Spouse Legal Name Print-First, MI, Last)

(Spouse Legal Name Print-First, MI, Last)

(Address – Street)

(Address – Street)

(Address – City, State, Zip Code)

(Address – City, State, Zip Code)

40. FINAL ACCEPTANCE DATE: _____, 2023. The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

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