

PURCHASE AGREEMENT

Olivia, Minnesota, November 17, 2026

Received of _____, a
_____ (“Buyer”), the sum of \$ _____, representing
ten percent (10%) of the purchase price as described herein, as non-refundable earnest
money and in part payment for the purchase of the following described property situated
in the County of Renville, State of Minnesota, to-wit:

See attached Exhibit “A” (the "Property").

Marcia Murphey and Duane Murphey, spouses married to each other
(collectively, “Seller”) has this day sold and agreed to convey the Property to Buyer for
the sum of \$ _____ on terms as follows:

\$ _____ in hand paid as above and
\$ _____ on or before January 21, 2027,
the date of closing.

Subject to performance by Buyer, Seller agrees to execute and deliver a
Warranty Deed conveying marketable title to the Property subject only to the following
exceptions:

- a. Building and zoning laws, ordinances, state and federal regulations.
- b. Restrictions relating to use or improvement of the Property without effective forfeiture provisions.
- c. Reservation of any minerals or mineral rights to the State of Minnesota.
- d. Utility and drainage easements.

- e. Other covenants, conditions, restrictions, declarations, and easements of record, if any, without effective forfeiture provisions.
- f. Special assessments, if any, assumed by Buyer as provided below.

The parties agree that closing costs shall be allocated between the parties as follows:

- a. Seller shall pay:
 - 1. All fees to record any documents necessary to permit Seller to convey marketable title to Buyer.
 - 2. One-half of any closing fee charged by closing agent.
 - 3. The state deed tax imposed on the transfer.
 - 4. Real estate taxes and special assessments as provided below.
 - 5. Seller's attorney's fees.
- b. Buyer shall pay:
 - 1. Filing fee for recording the deed.
 - 2. One-half of any closing fee charged by the closing agent.
 - 3. All costs related to any Buyer financing.
 - 4. Buyer's attorney's fees.

Seller agrees to pay any deferred real estate taxes (including "Green Acres" taxes under Minn. Stat. § 273.111), payment of which is required as a result of the closing of this sale.

Seller agrees to pay all of the real estate taxes and installments of special assessments due and payable in the year 2026 and prior years. Any special assessments levied against the Property and currently payable as of the date of this Purchase

Agreement for improvements ordered by an assessing authority shall be paid by the Buyer. Buyer shall also be responsible for all real estate taxes and installments of special assessments due and payable in the year 2027 and all subsequent years, including but not limited to ditch assessments.

Seller makes no representation concerning the amount of future real estate taxes or of future special assessments subsequent to the date of closing.

Seller agrees to deliver possession upon the closing date.

Seller shall, at Seller's option and within a reasonable time after approval of this Purchase Agreement, furnish an abstract of title or tract search certified to date to include proper searches covering bankruptcies and state and federal judgments and liens.

Buyer shall be allowed ten days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, Seller shall have ten days from receipt of the objections to notify Buyer of Seller's intention to make title marketable within 120 days from receipt of the objection. Pending correction of title the payments hereunder required shall be postponed, but upon correction of title and within ten days after written notice to Buyer, the parties shall perform this Purchase Agreement according to its terms.

If no such notice is given or if notice is given but title is not corrected within the time provided for, this Purchase Agreement shall be null and void, at option of Buyer. Neither party shall be liable for damages hereunder to the other and earnest

money shall be paid to Seller. Buyer and Seller agree to sign a cancellation of the Purchase Agreement.

If Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement, and payments made hereunder may be retained by Seller as liquidated damages. If this Purchase Agreement is not so terminated, Buyer or Seller may seek actual damages for breach of this Agreement or specific performance of this Agreement; and, as to specific performance, such action must be commenced within six months after such right of action arises.

To the best of Seller's knowledge, there are no hazardous wastes or underground storage tanks located on the Property.

Seller warrants that there are no wells on the Property.

Seller warrants that there is no individual sewer treatment system on the Property.

The parties agree and understand that a portion of the Property is enrolled in the Conservation Reserve Program ("CRP"). Buyer will take any and all action necessary and/or required to maintain the Property's CRP classification and eligibility and releases Seller from any and all liability for the same as of the date of closing. The parties agree that Seller shall be entitled to any and all CRP payments generated by the Property in 2026 and that Buyer shall be entitled to any and all CRP payments generated by the Property in 2027 and all subsequent years.

Seller is selling the Property and Buyer is purchasing the Property “AS IS” and “WHERE IS” without any warranties and/or guarantees and Buyer waives any and all rights Buyer may have to disclosures the Seller may otherwise be obligated to provide.

Either party may elect to enter into the transaction as part of a simultaneous, deferred or reverse tax-deferred exchange under Section 1031 of the Code (“1031 Exchange”), pursuant to an exchange agreement or similar agreement to be entered into by and between the party electing the 1031 Exchange and another qualified party (“1031 Agent”) as contemplated by the Code. The parties agree to cooperate with each other and to execute any documents (which may include an acknowledgement of an assignment of rights, but not obligations, under this Agreement) that are reasonably required by the party electing the 1031 Exchange, the 1031 Agent, or the Code in order to complete the purchase of the Real Property as part of an exchange that qualifies for non-recognition of gain under Section 1031 of the Code. The party not electing the 1031 Exchange shall not incur any additional liability or financial obligation as a consequence of the possible exchange.

The parties further agree and understand that Henslin Auctioneers represent the Seller and only the Seller in this transaction.

This Purchase Agreement shall constitute the entire Agreement between the parties. This Purchase Agreement supersedes any and all written or oral agreements between Seller and Buyer and can be modified only in writing signed by Seller and Buyer.

SEE ATTACHED SIGNATURE PAGES

Purchase Agreement
Alice Lund Estate – Parcel 1

BUYER:

By: _____

Name: _____

Its: _____

**Purchase Agreement
Alice Lund Estate – Parcel 1**

SELLER:

Marcia Murphey

Duane Murphey

THIS INSTRUMENT DRAFTED BY:

KRAFT WALSER LAW OFFICE, PLLP
107 North Ninth Street
Olivia, MN 56277
Telephone 320-523-1322

Exhibit "A"

The West Half of the Northwest Quarter of Section 35, Township 113, Range 34, Renville County, Minnesota.