

PURCHASE AGREEMENT

Renville County, Minnesota _____, 2026

WHEREAS, THE UNDERSIGNED Reginald Schindler and Deborah Schindler, married to each other, Seller (whether one or more) have received from _____, Buyer (whether one or more), the sum of Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) by check as non-refundable earnest money to be deposited the next business day after acceptance with Anderson Larson Saunders Klaassen Dahlager & Leitch, PLLP in Trust account and in part payment for the purchase of the premises legally described as follows:

The east 559.00 feet of the south 779.00 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 115 North, Range 33 West of the Fifth Principal Meridian, Renville County, Minnesota;

located at 42450 795th Ave, Hector, County of Renville, State of Minnesota, including all plants, shrubs and trees, all storm windows and/or inserts, storm doors, screens, awnings, window shades, blinds, curtain-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, water heater, heating system, humidifier, air conditioning, electronic air filter, water softener, hot water heater, Quonset, heated shop with new electrical services, BUILT-INS to include: dishwasher, refrigerator, oven(s), freezer, cook top stove, water cooler, microwave oven, hood-fan, installed carpeting, washer and dryer, and other items, IF ANY, located on the premises which are the property of Seller, all of which property Seller has this day sold to Buyer for the sum of _____ and NO/100 Dollars (\$_____) which Buyer agrees to pay in the following manner: Earnest money of \$7,500.00 and \$_____ cash on or before July 31, 2026 ("Closing Date"). The purchase price includes all furniture and fixtures as agreed upon by the Parties. Buyer agrees that it shall not be entitled to any interest on Buyer's earnest money. In addition to the Purchase Price, the Buyer shall be responsible for a 6% commission payable to Henslin Auctioneers at closing. The purchase price plus the buyers premium will equal total contract price..

SUBJECT TO performance by Buyers, Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the premises subject only to the following exceptions:

- (1) Building and zoning laws, ordinances, State and Federal regulations.
- (2) Restrictions relating to use or improvement of the premises without effective forfeiture provision.
- (3) Reservation of any minerals or mineral rights to the State of Minnesota.
- (4) Utility and drainage easements which do not interfere with present improvements.
- (5) Rights of tenants, if any.

1. REAL ESTATE TAXES. Buyer and Seller shall prorate the property taxes and annual installments of special assessments due and payable in the year 2026 as of the date of closing. Buyer will be solely responsible for payment of the real estate taxes and any special assessment due and payable all years thereafter. Seller warrants

that taxes due and payable in the year 2026 will be residential non homestead classification. Neither Seller nor Seller's Agent makes any representation concerning the amount of future real estate taxes.

2. POSSESSION. Seller agrees to deliver possession on the date of closing. All, electricity, fuel oil and liquid petroleum gas shall be pro-rated between the parties as of date of closing. Any outstanding electricity, fuel oil and liquid petroleum gas shall be paid prior to closing by Seller. The Parties agree that any personal property items remaining on the premises as of the Date of Closing shall become the possession of the Buyer. If Buyer needs to remove or haul debris and personal property from the premises after possession date, Buyer shall be responsible for all disposal fees. If the premises are destroyed or substantially damaged by fire or any other cause before the closing date, this agreement shall become null and void at Buyer's option. Alfalfa acres on building site are currently rented by David Plass for the duration of 2026 and this Purchase Agreement shall be subject thereto. Seller shall retain the rent for the 2026 growing season. Buyers are to contact David Plass to discuss rental terms thereafter.

3. WARRANTIES. Seller makes no warranties concerning any tiling on the subject property or yields or fertility. Buyer shall accept the property "as is."

4. TITLE AND EXAMINATION. Seller shall, within a reasonable time after acceptance of this agreement furnish an Abstract of Title or a Registered Property Abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments and liens. Buyers shall be allowed fifteen (15) business days after receipt for examination of title and making any objections, which shall be made in writing or deemed waived. If any objection is so made, Seller shall be allowed 45 days to make title marketable. Pending correction of title, payments hereunder required shall be postponed but upon correction of title and within fifteen (15) days after written notice to Buyer, the parties shall perform this agreement according to its terms. If title is not corrected within 45 days from the date of written objection, this agreement shall be null and void, at option of Buyer, and neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.

5. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the closing:

A. Seller shall pay:

1. The cost to prepare the Purchase Agreement and the Warranty Deed and other documents necessary to convey title to the Buyer.
2. Any delinquent real estate taxes and utilities.
3. Any state, county or municipal deed tax, excise tax or transfer fee imposed on the conveyance.
4. The cost to have the abstract updated and costs to clear title any title objections identified by Buyers' title examination.
5. All fees to record all of the documents necessary to permit Seller to convey marketable fee simple title to the Real Property to Buyers (other than the fee to record the documents of conveyance to Buyers).
6. Any attorney's fees or other cost incurred by or at the direction of Seller.
7. One-half (1/2) of the closing fee.

- B. Buyers shall pay:
1. The documentary fee necessary to record the Deed.
 2. The cost to have the abstract reviewed/title examined and all title insurance policy fees necessary to convey title to the Buyer.
 3. One-half (1/2) of the closing fee. All loan closing costs.
 4. Any attorney's fees or other cost incurred by or at the direction of Buyers.

6. REPRESENTATIONS BY SELLER. Seller hereby warrants and represents for the benefit of Buyer, both as of the date hereof and as of the Closing Date as follows:

(a) That this Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable according to its terms;

(b) That Seller has the legal right and ability to enter into this Agreement and to transfer and convey the Property;

(c) That Seller has no knowledge of any tenants or parties in possession of the Property;

(d) To Seller's knowledge, there are no actions, suits or proceedings, governmental or otherwise, pending or threatened against or affecting the Real Estate (including, without limitation, condemnation proceedings);

(e) That any mortgages, liens or other encumbrances currently on the Real Estate will be satisfied in full before or on the Closing Date;

(f) From and after the date hereof and until the Closing or earlier termination of this Agreement, the Seller shall not sell, assign, create any right, title or interest whatever in or to the Property, or create or permit to exist any lien, encumbrance or charge thereon without promptly discharging the same;

(g) Seller has not entered into any other contracts, agreements or understandings, whether oral or written, for the sale of all or any portion of the Property;

(h) That the Real Estate is zoned residential non homestead;

(i) That there are no new improvements located on the Real Estate;

(j) That all buildings, if any, are entirely within the boundary lines of the premises;

(k) Appliances, heating and air conditioning systems, electrical wiring, and plumbing systems located on or serving the Property (collectively, the "Appliances and Infrastructure") are included in the sale in their present condition, "AS IS," "WHERE IS," and with all faults. Seller makes no

representations or warranties, express or implied, regarding the condition, functionality, remaining useful life, habitability, code compliance, or fitness for a particular purpose of the Appliances and Infrastructure. Buyer acknowledges that Buyer is not relying upon any representations by Seller except as expressly set forth in this Agreement;

(l) Seller warrants that the Appliances and Infrastructure are sold "as is", and provides no further warranties after closing;

(m) Seller is represented by a real estate Broker in this transaction: Henslin Auctioneers, LLC/Henslin Brothers Real Estate, LLC;

(n) Seller has provided a disclosure to Buyer in good faith attempting to comply with Minn. Stat. Section 513.52-513.60 which disclosure is attached to this Purchase Agreement as Exhibit B;

(o) To the best of Seller's knowledge, methamphetamine production has not occurred on the property;

(p) See attached lead paint disclosure;

(q) See attached agency relationships disclosure.

The representations and warranties of Seller contained in this Agreement are true now, and shall be true as of the Closing Date.

7. REPRESENTATIONS BY BUYER. Buyer hereby warrants and represents for the benefit of Seller, both as of the date hereof and as of the Closing Date, as follows:

(a) That Buyer has the legal right and ability to enter into this Agreement and to accept the transfer and conveyance of the Real Estate; and

(b) That this Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable according to its terms.

(c) Buyer has not hired or employed a Broker to represent them in this transaction.

8. DEFAULT. If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this agreement, and on such termination all payments made hereunder shall be retained by Seller and Agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this agreement, provided this agreement is not terminated and action to enforce specific performance is commenced within six months after such right of action arises. In the event Buyer defaults in their performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to M.S.A. Section 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of M.S.A. Section 559.21.

9. SEPTIC SYSTEM AND WELL DISCLOSURE. Seller hereby certifies to the Buyers that there is one well on the property. See attached Well Disclosure. Seller also acknowledges that the property will require a septic system disclosure form at the date of closing. The current Septic System was installed in 2022. See attached Septic Disclosure.

10. RADON WARNING STATEMENT. The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator. Every Buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The Seller of any interest in residential real property is required to provide the Buyer with any information on radon test results of the dwelling.

11. AUTHORITY. The parties who sign this agreement for Seller warrant and agree that they are authorized to bind the Seller and are the proper parties to sign this agreement to sell this property.

12. SURVIVAL OF RERESENTATIONS. All representations and covenants made by each party shall survive the Closing of this Agreement for the benefit of the other party.

13. ENTIRE AGREEMENT. This instrument and all documents referred to herein contain the entire agreement between the parties hereto with respect to the transactions contemplated herein and all previous written or oral agreements, understandings, warranties, and representations of the parties or their agents or representatives merge into this Agreement and are of no force or effect.

14. AMENDMENT. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

15. BINDING EFFECT/TIME OF THE ESSENCE. It is expressly agreed that time shall be of the essence of this Agreement and of each and every term and condition hereof, and this Agreement shall bind the parties hereto and shall be binding upon and shall inure to the benefit of their respective legal representatives, successors, heirs, and assigns.

16. SIGNATURES. This Agreement may be executed in two or more counterparts. A facsimile or scanned copy of the signature of any party shall constitute an original signature

We, the owners of the premises, accept this agreement and the sale hereby made.

Reginald Schindler, as Trustee
Seller

Deborah Schindler, as Trustee
Seller

I agree to purchase the premises for the price and on the terms and conditions set forth above.

_____, Buyer

_____, Buyer

Delivery of all papers and monies shall be made at the office of:

Kristal R. Dahlager, #393602
Anderson Larson Saunders Klaassen, Dahlager, & Leitch, PLLP
331 3rd Street SW
P.O. Box 130
Willmar, MN 56201
Phone: (320) 235-4313
Email: kristal@willmarlaw.com

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK
COMPETENT ADVICE.