PURCHASE AGREEMENT

 THIS PURCHASE AGREEMENT (the "Agreement") is effective as of the \_\_ day of June, 2025, by and between West Central Ag Services,a Minnesota cooperative corporation (hereinafter called "**Seller**"), and [], a [], (hereinafter called "**Purchaser**"). The parties to this Agreement hereby covenant and agree as follows:

**ARTICLE 1**

**PURCHASE AND SALES OF REAL PROPERTY**

 1.1 AGREEMENT TO SELL AND PURCHASE. Subject to the terms and conditions hereof, Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase from Seller, for the amounts and on the terms provided in this Agreement, all of the following (collectively referred to as the “**Property**”):

(a) Real Estate. All of Seller’s right, title and interest in and to that certain parcel of real property located in Felton, Clay County, Minnesota, legally described on Exhibit A attached hereto (the “**Real Estate**”), including all buildings, improvements and fixtures, if any, located thereon (collectively, the “**Improvements**”) and all rights, privileges, easements and rights of way appurtenant to said Real Estate (collectively, the “**Appurtenances**”). The exact legal description will be determined by survey as provided herein.

(b) Personal Property. All tangible personal property located on and used in connection with the Real Estate or the Improvements, including without limitation, the equipment, machinery, furniture, fixtures and rolling stock located on the Real Estate and described in Exhibit B attached hereto (collectively, the “**Personal Property**”).

 1.2 EXCLUDED PROPERTY. Notwithstanding anything herein to the contrary, “**Property**” does not include the books, papers, and records of Seller.

 1.3 PAYMENT FOR THE PROPERTY. Purchaser shall pay to Seller the sum of [] Dollars ($) (the “**Purchase Price**”) for the Property as follows: (a) the sum of [] Dollars ($) in cash funds or wire transfer upon the execution of this Agreement as earnest money and (b) the balance of the Purchase Price in cash funds or wire transfer on the Closing Date.

**ARTICLE 2**

**CLOSING**

2.1 CLOSING AND CLOSING DOCUMENTS. The closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place on [] (the “**Closing Date**”) at the offices of the Title Company, or on such other date, or at such other location, as is mutually agreed upon by the Seller and Purchaser, in which case “**Closing Date**” means the date so agreed. The Closing will be done in escrow by delivery of materials required hereunder to the Title Company (as hereinafter defined) on or before the Closing Date, unless otherwise provided hereunder or otherwise mutually agreed by the parties hereto. Any failure of the Closing to occur will not *ipso facto* result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. The Closing shall be effective as of the close of business on the Closing Date or as otherwise mutually agreed upon by the Seller and Purchaser. The following matters will be handled at Closing:

(a) Seller Deliveries. Subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall deliver to Purchaser:

(1) a special warranty deed (“**Deed**”) duly executed by Seller, conveying to Purchaser good and marketable title to the Real Estate, Improvements and Appurtenances free and clear of any charge, claim, community property interest, easement, covenant, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or restriction of any kind (“**Encumbrances**”), subject only to Permitted Encumbrances (as hereinafter defined);

(2) a bill of sale duly executed by Seller, conveying to Purchaser good and marketable title to the Personal Property, free and clear of all Encumbrances; and

(3) such other instruments of sale, assignment, transfer or delivery reasonably requested by Purchaser to cause Seller to sell, assign, transfer and deliver the Property to Purchaser.

(b) Purchaser Deliveries. Subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall deliver to Seller the Purchase Price in accordance with the terms of Section 1.3 above.

 2.2 CLOSING COSTS AND PRORATIONS.

(a) The Payment of Real Estate Taxes and Assessments. The real estate taxes and any installments of special assessments due and payable for 2024 and in prior years are the responsibility of Seller. The real estate taxes payable for 2025 (including unpaid installments of special assessments, if any) shall be prorated to the Closing Date, based on the most recent tax statement available, with the necessary adjustments to be made at the time of closing. All unpaid installments of real estate taxes and special assessments payable thereafter shall be paid by Purchaser.

(b) The Payment of Personal Property Taxes. The personal property taxes payable for 2024 and in prior years, if any, are the responsibility of Seller. The personal property taxes payable for 2025 shall be prorated to the date of closing, based on the most recent tax statement available, with the necessary adjustments to be made at the time of closing. All unpaid installments of personal property taxes payable thereafter shall be paid by Purchaser.

(c) The Payment of the Sales and Use Tax. Purchaser shall pay any sales and use tax. Seller shall pay the State of Minnesota deed tax.

(d) The Payment of Closing Costs. Closing fees charged by the closing agent, if any, shall be shared equally between the parties. Seller shall be responsible for preparation of the Deed, Steffes Auction commission and preparation of and recording expense of all releases, satisfactions, and corrective documents. Purchaser shall be responsible for recording of the Deed to Purchaser. Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefore.

(e) Utilities. All utilities shall have a final reading as of the Closing Date and then be transferred to Purchaser on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Purchaser shall be responsible for all charges after the final reading.

(f) Except as otherwise expressly provided for in this Agreement, each party shall pay its own attorney’s fees and other expenses (including, without limitation, expenses of investigation, settlement, litigation and attorney’s fees and costs incurred in connection therewith) in connection with the negotiation of this Agreement, the performance of their respective obligations under this Agreement and the consummation of the transactions contemplated by this Agreement, whether consummated or not.

**ARTICLE 3**

**SURVEY AND TITLE EXAMINATION**

3.1 THE SURVEY. Seller shall obtain a survey for the Real Estate being sold hereunder and Seller will be responsible for paying all costs in connection with the preparation (and recording) of the survey. The legal description provided by the survey will govern.

 3.2 TITLE INSURANCE AND MARKETABLE TITLE TO THE REAL ESTATE.

(a) The Delivery of the Title Commitment. Seller shall, within thirty (30) days after the date hereof, cause to be delivered to Purchaser a Commitment for an ALTA Form B Owner’s Policy of Title Insurance with respect to the Real Estate (hereinafter the “Title Commitment”), issued by First American Title Company, or such other Title Insurance Company authorized to do business in the State of Minnesota and approved by Purchaser, at Seller’s election (hereinafter the “Title Company”). The Title Commitment shall be based upon the description of the Real Estate provided by the Seller and shall show fee title in the Seller, subject only to the reservations, restrictions and easements of record set forth in the Title Commitment or otherwise acceptable to Purchaser (“Permitted Encumbrances”). Notwithstanding the foregoing, in the event a survey has not been received in order to determine the proper legal description of the Real Estate, Seller shall have an additional fifteen (15) days from the date on which it receives the surveyor’s description in which to procure the Title Commitment for review by Purchaser.

(b) The Making and Curing of Title Objections. Purchaser shall have ten (10) days after receipt of the Title Commitment in which to make objections to the content of the Title Commitment, said objections to be made in writing or deemed to be waived. If there are any objections to the title that are not remedied by the Closing Date, the Seller shall have 120 days from the date of receipt of said written objections in which to remedy said objections.

(c) The Consequences of Failing to Cure Title Objections. If said objections are not remedied within 120 days from the date of Seller's receipt of said objections, then Purchaser shall have the following two alternatives:

1. Purchaser may accept title to said Real Estate subject to said objections; or

 (2) Purchaser may declare the transactions contemplated herein null and void.

(d) Title Insurance Costs. Seller shall pay all costs associated with the issuance of the Title Commitment including abstracting fees and title examination fees. Purchaser shall pay all other costs associated with obtaining the final title insurance policy including, but not limited to, title insurance premiums and all post-closing title examination fees.

**ARTICLE 4**

**ENVIRONMENTAL ASSESSMENT**

Pursuant to the terms of this Agreement, Seller authorizes Purchaser and its agents to enter the Property in order to inspect the Property and/or to conduct a Phase I environmental assessment after the effective date of this Agreement but prior to Closing.  In the event Seller requests a more intrusive assessment (i.e., Phase II or more intrusive testing) such assessment shall not be performed without the prior written consent of the Seller, which may be withheld in its sole discretion.  All costs of said environmental assessment shall be borne by the Purchaser.  Furthermore, Purchaser agrees to indemnify and hold harmless the Seller from any damage to the Property or to persons or property occurring as a result of any assessment undertaken by Purchaser or by entry of Purchaser, its agents, employees or contractors on the Property.

Notwithstanding the foregoing, the parties agree that any such access to the Property shall be conducted during normal business hours upon reasonable advance written notice to Seller (but in no event less than five (5) days’ prior written notice), under the supervision of Seller’s personnel and in such a manner as not to interfere with the conduct of the business or operations of Seller.

Notwithstanding anything in this Agreement to the contrary, Seller is not required to disclose any information to Purchaser or any of its representatives if such disclosure could (a) cause competitive harm to Seller or any of its affiliates or any of their respective businesses, if the transactions contemplated hereby are not consummated; (b) jeopardize any attorney-client or other privilege; or (c) contravene any applicable laws, rules, regulations, fiduciary duty or contract.

In the event the environmental assessment reveals environmental contamination in excess of that permitted by any applicable governmental laws, rules or regulations, Purchaser shall promptly notify Seller and deliver a copy of said assessment to Seller.  If the environmental conditions are not remedied by Seller prior to the Closing Date, then Purchaser shall have the following two alternatives:

(a)  Purchaser may waive any objections it has and proceed to close; or

(b)  Purchaser may declare this entire transaction to be null and void and terminate this Agreement.

**ARTICLE 5**

**INDEMNIFICATION**

 5.1 PURCHASER INDEMNIFICATION.Purchaser agrees to and shall release, defend, indemnify and hold Seller, its parent, subsidiaries and affiliates and their respective officer, directors, employers and agents, harmless from and against, any and all claims, demands, suits, causes of action, liability, losses, damages and expenses (including reasonable attorneys’ and consultants’ fees and costs both at trial and on appeal), for the violation or alleged violation of any federal, state or local laws, statutes, ordinances, rules or regulations (including environmental, safety and health laws, statutes, ordinances, rules or regulations), and for injury or death of any persons and loss or damage to any property (including environmental damage), in any way arising from or related to the ownership, use and/or operation of the Property before and after the Closing Date, and/or regardless of whether such claims, demands, suits, causes of action, liability, losses, damages and expenses relate to any period before or after the Closing Date, including the negligence of Seller.

 5.2 CLAIMS HANDLING.If either party hereto received written notice of the commencement of any action or proceeding, the assertion of a claim by a third party or the imposition of any penalty or assessment for which indemnity may be sought pursuant to this Section 5, and Seller intends to seek indemnity from Purchaser pursuant to this Section 5, Seller shall promptly provide Purchaser with written notice of such action, proceeding, claim, penalty or assessment, and Seller shall be entitled to participate in or if Purchaser fails to respond to the claim, Seller may at its option, assume control of the defense, appeal or settlement of such action, proceeding, claim, penalty or assessment with respect to such indemnity invoked, and Purchaser shall fully cooperate with Seller in connection therewith; provided that Seller shall not settle or compromise any such action, proceeding, claim, penalty or assessment with respect to which indemnification is sought without Purchaser’s prior written consent, which consent shall not be unreasonably withheld. If Seller chooses to assume such defense, appeal or settlement, Purchaser shall be liable for all costs incurred by Seller in the defense of such action, proceeding, claim, penalty or assessment, without limitation. Failure of a party to give prompt notice of a claim for indemnification hereunder shall not affect Seller’s rights to indemnification hereunder except to the extent that the Purchaser shall have been prejudiced as a result of such failure.

**ARTICLE 6**

**REPRESENTATIONS AND WARRANTIES**

6.1 SELLER’S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows:

(a) Incorporation and Corporate Power. Seller is a cooperative corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite corporate action of Seller and no other proceedings on Seller’s part are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Seller and, assuming that this Agreement is the valid and binding agreement of Purchaser, constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) No Breach. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement do not conflict with or result in any breach of any of the provisions of, or constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration of any Encumbrance, charge or authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the organizational documents of Seller or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Seller or the Property are bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Seller or the Property are subject. No consent, approval or authorization of any governmental or regulatory authority is required to be obtained by Seller in connection with its execution, delivery and performance of this Agreement.

(d) Title to Real Estate. This Agreement sets forth the legal description of the Real Estate or as determined by Survey.

(e) No Other Representations or Warranties*.* **THE PROPERTY IS SOLD BY SELLER ON AN “AS IS, WHERE IS AND WITH ALL FAULTS” BASIS AND SELLER DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENVIRONMENTAL CONDITION, EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTES IN, ON, UNDER OR AFFECTING THE PROPERTY, PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND THAT ANY BUILDINGS OR OTHER IMPROVEMENTS INCLUDED ON THE REAL ESTATE ARE LOCATED ENTIRELY WITHIN ANY APPLICABLE BOUNDARY LINES. PURCHASER EXPRESSLY AGREES THAT THIS SECTION 6.1(e) SHALL SURVIVE THE CLOSING DATE AND THE DELIVERY OF ANY CONVEYANCING DOCUMENTS.**

6.2 PURCHASER’S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to Seller as follows:

**(a) Incorporation and Corporate Power.** Purchaser is a **corporation** duly organized, validly existing and in good standing under the laws of the State of \_\_\_ and has all requisite **[corporate]** power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite **[corporate]** action of Purchaser and no other proceedings on Purchaser’s part are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Purchaser and, assuming that this Agreement is the valid and binding agreement of Seller, constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(c) No Breach. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement do not conflict with or result in any breach of any of the provisions of, or constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration of any encumbrance, charge or authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the organizational documents of Purchaser or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Purchaser is bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Purchaser is subject. No consent, approval or authorization of any governmental or regulatory authority is required to be obtained by Purchaser in connection with its execution, delivery and performance of this Agreement.

(d) Inspection. **PURCHASER ACKNOWLEDGES THAT PURCHASER HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY, THAT PURCHASER HAS, IN FACT, INSPECTED THE PROPERTY AND THAT PURCHASER IS PURCHASING THE PROPERTY ON AN “AS IS, WHERE IS AND WITH ALL FAULTS” BASIS FROM SELLER SUBJECT TO THE DISCLAIMER SET FORTH IN SECTION 6.1(e) OF THIS AGREEMENT.**

6.3 SURVIVAL. The representations and warranties made by Purchaser and Seller in this Agreement shall survive until the expiration of the applicable statute of limitation with respect to actions or proceedings that could result in a claim thereunder.

**ARTICLE 7**

**CONDITIONS TO CLOSING**

 7.1 CONDITIONS TO OBLIGATIONS OF SELLER. Notwithstanding anything to the contrary contained herein, the obligation of Seller to take the actions required to be taken by it at the Closing is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Seller, at its election, evidenced by written notice delivered to Purchaser at or prior to the Closing, may waive any of such conditions:

(a) Purchaser shall have (1) paid the full balance of the Purchase Price in accordance with Section 1.3 above; (2) paid all other sums of money required under this Agreement; and (3) taken or caused to be taken all of the other actions required of Purchaser pursuant to this Agreement.

(b) Purchaser shall not be in default of any covenant or agreement to be performed by Purchaser under this Agreement, and shall have performed all other obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(c) On the Closing Date all representations and warranties made by Purchaser in this Agreement shall be true and correct as if made on the Closing Date.

7.2 CONDITIONS TO OBLIGATIONS OF PURCHASER. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to take the actions required to be taken by it at the Closing and pay the Purchase Price in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Purchaser, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions:

(a) Seller shall have executed and delivered to Purchaser all of the documents required to be delivered by Seller at the Closing and shall have taken all other actions required of Seller at the Closing.

(b) All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as if made on the Closing Date, provided, however, to the extent the facts and circumstances underlying such representations and warranties may have changed as of the Closing Date, Seller shall have the right to update its representations and warranties as of the Closing Date and Purchaser shall be obligated to consummate the transactions contemplated by this Agreement on the Closing Date.

**ARTICLE 8**

**GENERAL TERMS AND CONDITIONS**

 8.1 ASSIGNMENT. This Agreement will be binding upon and will inure to the benefit of Purchaser and Seller and their respective successors and assigns; provided, however, that Purchaser may not assign its right or delegate its duties under this Agreement without the express prior written consent of Seller, which consent may be granted or withheld in the sole and absolute discretion of Seller.

8.2 SURVIVAL OF REPRESENTATIONS, WARRANTIES, AGREEMENTS, AND CLAIMS. All representations, warranties, and agreements made in connection with this Agreement will survive the Closing Date. The parties will therefore be able to pursue claims related to those representations, warranties, and agreements after the Closing Date, unless those claims are barred by the applicable statutes of limitation.

8.3 NO WAIVER. If either party to this Agreement fails to insist upon strict performance of any obligation under this Agreement, that failure will not result in a waiver of that party's right to demand strict performance in the future. This will still be the case no matter how long the failure to insist upon strict performance continues.

8.4 ENTIRE AGREEMENT. This Agreement, the exhibits to it, and the other documents that may be required in connection with the Closing, set out the entire agreement between the parties regarding the purchase and sale of the Property, and the other matters set out in this Agreement and said other documents. The parties agree that there are no other oral or written understandings or agreements between them regarding these matters.

8.5 INTERPRETATION. This Agreement will be interpreted in a fair and neutral manner, without favoring one party over the other. No provision of this Agreement will be interpreted for or against any party because the provision was drafted by that party or its legal representative.

8.6 AMENDMENT, MODIFICATION, OR WAIVER. No amendment, modification, or waiver of any provision of this Agreement will be effective unless it is made in writing, unless it is signed by the parties to be bound by it, and unless it clearly specifies the extent and nature of the amendment, modification, or waiver.

8.7 SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or an arbitration tribunal, such provision shall be limited to the minimum extent necessary to render such provision valid and enforceable or will be excised from this Agreement as circumstances require and this Agreement shall be construed as if such provision had been incorporated into this Agreement as so limited, or, if such provision had not been included in this Agreement, as the case may be, and enforced to the maximum extent permitted by applicable law.

8.8 NOTICES. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered if personally delivered by hand, with written confirmation of receipt; (b) when received if sent by a nationally recognized overnight courier service, receipt requested; (c) five business days after being mailed, if sent by first class mail, return receipt requested; or (d) when receipt is acknowledged by an affirmative act of the party receiving notice, if sent by electronic transmission device provided that such acknowledgement does not include an acknowledgment generated automatically by an electronic transmission device. Until a party receives written notice in the manner prescribed by this Section 8.8 to the contrary from the other party, Purchaser and Seller can assume that the following are the proper addresses of Purchaser and Seller:

*Purchaser*:

*Seller*: West Central Ag Services

PO Box 64089 MS 305

Saint Paul, MN 55164-0089

Attn: Executive Vice President, Ag Retail

*With a copy to*: CHS Inc.

PO Box 64089 MS 625

Saint Paul, MN 55164-0089

Attn: Legal Department

8.9 CONSTRUCTION. Purchaser and Seller have participated jointly in the negotiation and drafting of this Agreement. In addition, Purchaser and Seller each acknowledge that it is sophisticated and, to the extent it deemed necessary, has been advised by counsel and other advisors, as necessary, in connection with the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by Purchaser and Seller and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Purchaser and Seller intend that each representation, warranty, covenant, undertaking and agreement contained in this Agreement will have independent significance. If Purchaser or Seller has breached any representation, warranty, covenant, undertaking or agreement contained in this Agreement in any respect, the fact that there exists another representation, warranty, covenant, undertaking or agreement relating to the same subject matter (regardless of the relative levels of specificity) that the breaching party has not breached will not detract from or mitigate the fact that such party is in breach of the first representation, warranty, covenant, undertaking or agreement. Any reference to any law will be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The headings preceding the text of articles and sections included in this Agreement and the headings to the schedules and exhibits are for convenience only and are not to be deemed part of this Agreement or given effect in interpreting this Agreement. References to sections, schedules or exhibits are to the sections, schedules and exhibits contained in, referred to or attached to this Agreement, unless otherwise specified. The word “including” means “including, without limitation.” A statement that an action has not occurred in the past means that it is also not presently occurring. When any party may take any permissive action, including the granting of a consent, the waiver of any provision of this Agreement or otherwise, whether to take such action is in its sole and absolute discretion. The use of the masculine, feminine or neutral gender or the singular or plural form of words will not limit any provisions of this Agreement. A statement that an item is listed, disclosed or described means that it is correctly listed, disclosed or described, and a statement that a copy of an item has been delivered means a true and correct copy of the item has been delivered.

8.10 EXECUTION. This Agreement may be executed in any number of identical counterparts by email (pdf) or third-party contract execution service (such as, for example, Adobe® e-Sign or DocuSign®) each of which for all intents and purposes shall be deemed an original, and all of which together shall constitute one instrument.  Delivery of executed counterparts by email or other electronic transmission shall be as effective as delivery of originally executed counterparts.

8.11 OTHER DOCUMENTS. Each party to this Agreement agrees to execute such other documents as may be reasonably requested by the other party in order to complete the transactions contemplated by this Agreement.

8.12 REMEDIES CUMULATIVE. Except as otherwise set forth in this Agreement, all remedies set forth in this Agreement are cumulative and concurrent and are in addition to all other available remedies at law or in equity to which Purchaser or Seller may be entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the day and year first above written.

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| --- | --- |
| PURCHASER | SELLER |
|  | West Central Ag Services |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Its: President  |

Exhibit A

Proposed Legal Description (final to be governed by Survey as provided herein)

BEING ALL THAT PARCEL OF LAND LOCATED IN THE CITY OF FELTON, COUNTY OF CLAY, STATE OF MINNESOTA AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

COMMENCING AT A FOUND BRIDGE SPIKE BEING THE NORTH QUARTER (N1/4) CORNER OF SECTION 33, TOWNSHIP 142 NORTH, RANGE 6 WEST, THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 33 S85°49'52"E, A DISTANCE OF 858.59' TO A SET MAG-NAIL WITH WASHER INSCRIBED " LS 57628";

THENCE DEPARTING SAID NORTHERLY SECTION LINE S01°34'17"W, A DISTANCE OF 261.56' TO THE POINT OF BEGINNING;

THENCE S88°25'43"E, A DISTANCE OF 300.00' TO THE WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC AVENUE (A 50' PUBLIC RIGHT-OF-WAY);

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S01°34'17"W, A DISTANCE OF 722.93' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINNICKI MN 57628";

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N88°24'44"W, A DISTANCE OF 300.00' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINNICKI MN 57628" LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF PACIFIC AVENUE (A 50' PUBLIC RIGHT-OF-WAY);

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY N01°34'17"E, A DISTANCE OF 722.85' TO THE POINT OF BEGINNING, CONTAINING 216,867 SQUARE FEET OR 4.979 ACRES, MORE OR LESS.

Subject to easements, restrictions and reservations of record, if any.

Exhibit B

Misc. parts and tools