**P****URCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into effective as of the Effective Date (as defined in Section 3), by and between STRIDE ACADEMY, a Minnesota nonprofit corporation (“Buyer”), and SYH ATHLOS ACADEMY LLC, a Minnesota nonprofit limited liability company (“Seller”). Buyer and Seller (but not the Trustee, as hereinafter defined) may each be referred to herein individually as a “Party” or collectively as the “Parties,” as appropriate under the circumstances. The “Effective Date” of this Agreement shall mean the later of the dates that both Parties have executed this Agreement, in each event as evidenced on the signature page of this Agreement.

# **Property**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following (subsections (i), (ii), and (iii) are collectively referred to as the “Property”): (i) real property commonly known as 3701 33rd Street South, St. Cloud, Minnesota 56301 improved with an approximately 80,000 square foot school building, the real property being legally described on Exhibit A, attached hereto and incorporated herein, together with all buildings and other improvements located thereon, subsurface rights, mineral rights, water and water rights, ditch rights and water stock, appurtenant thereto, and all easements, licenses, claims, and appurtenances thereto (collectively, the “Real Property”); (ii) all fixtures, furniture, equipment, and other limited personal property located on the Real Property, if any, as of the Closing Date (the “Personal Property”); (iii) all warranties and guaranties made by or received from any third party with respect to the Property, if any (collectively, the “Warranties”); and (iv) all service contracts and other agreement relating to the upkeep, repair, maintenance or operation of the Property that Buyer has elected to assume (as applicable, the “Contracts”).

# **Purchase Price and Earnest Money**.

## **Purchase Price**. The purchase price for the Property is Eighteen Million and No/100 Dollars, ($18,000,000.00) (the “Purchase Price”).

## **Earnest Money**. Contemporaneously with the execution and delivery of this Agreement, Buyer shall deposit One Hundred Eighty Thousand and No/100 Dollars, ($180,000.00) in earnest money (the “Earnest Money”) with Fidelity National Title Services, Salt Lake City, Utah (the “Title Company”). Contact information for the Title Company is as follows:

Fidelity Title Insurance Company

170 S. Main Street, Suite 1075

Salt Lake City, UT 84101

Attn: Jacqueline Harrah

Senior Commercial Escrow Officer

Direct: (801) 601-2936

## The Earnest Money is non-refundable to Buyer, except upon failure of the Seller to deliver the deed as required in Section 5.7 hereof or as stated in Section 6 hereof. The Earnest Money shall be applied against the Purchase Price at Closing. The remaining balance of the Purchase Price shall be payable to Seller through the Title Company, in cash or immediately available funds, for disbursement at Closing (as hereinafter defined).

## **Credit for Capital Repairs**. To the extent the Buyer expends money under Section 5(c) of the Lease (as hereinafter defined), the Buyer shall have a credit against the Purchase Price in the amount of such repairs, so long as such repairs are conducted strictly in accordance with Section 5(c) of the Lease.

# **The Lease; the Trustee**.

## **The Lease**. Buyer is currently the tenant under that certain Lease dated May 15, 2025 and effective June 16, 2025 between the Seller and the Buyer (the “Lease”). Other than ***Section 13*** of the Lease (as hereinafter defined), the terms of which are superseded by this Agreement, the terms of the Lease, including the obligation of the Tenant to maintain the Property, as set forth in the Lease, shall continue during the term of this Agreement.

## **The Trustee**. Buyer acknowledges that the Property is subject to, among other things, that certain Mortgage, Security Agreement, and Assignment of Rents dated May 1, 2022, filed May 13, 2022, as Document No. A1632490, executed by Seller to UMB Bank, N.A., as successor mortgagee (the “Trustee”). As such, the Trustee is provided rights under this Agreement, and the Parties agree that the Trustee is an intended third party beneficiary of this Agreement.

# **Due Diligence and Contingencies**.

## **Due Diligence Period**. This Agreement is not contingent on a due diligence period. During its ongoing tenancy of the Property, Buyer has conducted such inspections and other due diligence as it deems necessary or desirable to its sole satisfaction in connection with its decision to execute and deliver this Agreement and to purchase the Property.

## **Financing Contingency.** This Agreement is not subject to any contingency for financing.

## **Buyer’s Assumption of Warranties and Contracts**. On the Effective Date, Buyer agrees to provide Seller and Trustee with a list of Warranties and Contracts it wishes to assume on the Closing Date. Such assignment and assumption shall include any warranties held by Seller and made or furnished by the manufacturers, suppliers or vendors of any material used in construction of the Property and any contracts for the Property (i.e., property management, services or supplies, etc.). Any charges or fees for assigning such Warranties and Contracts shall be paid by Buyer. If Buyer does not elect to assume a Contract, such Contract shall be terminated by Seller effective as of the Closing Date. Buyer acknowledges that, other than the Lease, Seller is not party to any contract relating to the Property.

# **Closing**.

## **Closing Date**. This sale shall be closed in the office of the Title Company on or before April 12, 2026 (the “Outside Closing Date”). The Buyer shall provide the Seller with seven Business Days’ written notice of its desired Closing Date. Upon the Buyer’s selection of a Closing Date, the Parties shall deposit in escrow with the Title Company all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement. As used herein, “Closing” or “Closing Date” shall mean the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Time is of the essence. If the Buyer fails the notify the Seller of its preferred Closing Date on or before March 30, 2026, the Closing Date shall be deemed to be the Outside Closing Date.

## **Prorations**. Real property taxes and assessments shall be prorated as of the Closing Date based upon a three hundred sixty-five (365) day year. All payments and installments due through and including the date immediately prior to the Closing Date for special taxes or assessments shall be paid by Trustee. All other items of income and expense with respect to the Property shall be prorated between Trustee and Buyer as of the Closing Date, with Buyer responsible for all items on and after the Closing Date. All such items attributable to the period ending on the date immediately prior to the Closing Date shall be credited or charged to Trustee. All such items attributable to the period on and after the Closing Date shall be credited or charged to Buyer.

## **Utilities**. Given its ongoing tenancy, Buyer is responsible for all utilities before and after the Closing Date.

## **Seller’s Costs**. Trustee shall pay the cost of recording the Deed, the premium for a standard Owner’s Title Policy, Trustee’s attorneys’ fees, one-half of Title Company’s escrow fee, and one-half of customary closing costs. Seller shall not be responsible for payment of the items described in this paragraph.

## **Buyer’s Costs**. Buyer shall pay any title insurance premiums for extended coverage and any additional endorsements requested by Buyer, the costs of any lenders’ title insurance policy required to finance Buyer’s purchase, Buyer’s attorneys’ fees, one-half of Title Company’s escrow fee, and one-half of customary closing costs.

## **Po**s**session**. Buyer shall be entitled to possession of the Property upon Closing. Seller will terminate any leases relating to the Property to which it is a party, other than the Lease. The Lease will be assigned by Seller to Buyer at the Closing, and Buyer will assume all obligations under the Lease.

## **Delivery of Documents to the Title Company**. One Business Day prior to the Closing Date, the Seller and Buyer, as applicable, shall cause to be delivered into escrow fully executed originals of the following documents, together with written escrow instructions, all funds required to close, including but not limited to the Purchase Price, and any other documents reasonably required to close and/or complete the transactions contemplated herein:

### A limited warranty deed conveying fee simple title to the Real Property in substantially the form identified in Exhibit B attached hereto and incorporated herein (the “Deed”)

### To the extent of any Personal Property, a quitclaim bill of sale;

### To the extent of any Warranties and Contracts pursuant to Section 4, an assignment and assumption agreement containing commercially reasonable terms, in a form mutually agreed upon by the Parties, such approval not to be unreasonably withheld or delayed (it being acknowledged that Seller has no knowledge of any Warranties or Contracts);

### An affidavit stating that Seller is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980; and

### Such other items as may be required by the Title Company to close the purchase and sale of the Property.

# **Risk of Loss; Condemnation**. Risk of loss or damage to the Property shall be borne by Seller until the Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of, or material damage to, the Property prior to the date upon which Buyer assumes the risk of loss, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller, Trustee and Title Company, and such termination shall be effective immediately; provided such termination shall not be effective if Trustee agrees in writing to restore the Property to its prior condition by the Closing Date; and provided further that Buyer may elect to purchase the Property in the condition existing on the Closing Date, in which event Seller shall pay to Trustee any insurance proceeds payable to Seller by reason of such loss or, alternatively, Seller, at the written request of the Trustee, shall reduce the Purchase Price by the amount of any insurance proceeds payable by reason of such loss.

# If the Property is or becomes the subject of a condemnation proceeding prior to Closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller and the Trustee on or before the Closing, and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the total Purchase Price shall be reduced by the total of any condemnation award received by Seller at or prior to Closing. On Closing, Seller shall assign to Buyer all Seller’s rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking, with the consent of the Trustee. Seller agrees to notify Buyer and Trustee of eminent domain proceedings within five (5) days after Seller learns thereof; provided, if Seller learns about such proceedings within five (5) days of Closing, Seller shall notify Buyer and Trustee immediately, and in any event, prior to Closing.

# In the event damage to the Property or condemnation thereof results in Buyer’s termination of the Agreement pursuant to this Section, all rights and obligations of the Parties under this Agreement shall terminate (except to the extent the same expressly survive the termination hereof) and the Earnest Money shall promptly be refunded to Buyer.

# **Operations Prior to Closing**. Buyer is currently the sole tenant in the Property. Following the Effective Date, Buyer shall, (i) continue to maintain the Property in its comparable condition as of the in accordance with the Lease, (ii) not allow any additional encumbrances to attach to the Property or amend or modify any existing encumbrances, except with the prior written consent of the Trustee, and (iii) not enter into, amend, terminate, or modify any leases related to the Property. Seller or the Trustee may continue to market the Property and enter into back-up contracts for the sale of the Property, so long as the same are expressly contingent upon the termination of this Agreement.

# **Representations and Warranties**.

## **Seller’s Representations and Warranties.** Seller represents and warrants to Buyer that:

### **Authority**. Seller, and each person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller’s obligations hereunder, and all necessary action to authorize this transaction has been taken.

### **No Encumbrances**. To the Seller’s actual knowledge, Seller has good and marketable fee simple title to the Property. As of the Closing Date, the Real Property shall not be subject to any leases, tenancies or rights of persons in possession, other than the Lease.

### **No Violation of Law**. Seller has received no written notification of any material violations of any ordinance, regulation, law, or statute of any governmental authority or agency pertaining to the Property.

### **No Mechanics Liens.** To Seller’s actual knowledge, there has been no labor performed or material furnished for the Property, or any part thereof, that has not been fully paid for which a mechanic’s lien or liens or any other lien can be lawfully claimed by any person, party, or entity on the Property, except as disclosed by any title commitment regarding the Property or of Section 5(b) of the Lease.

### **Changes in Facts or Circumstances.** Seller represents, warrants, and covenants to Buyer that the statements contained in this Section are true, correct, and complete as of the Effective Date. If Seller is notified in writing or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate, or misleading, Seller shall immediately notify Buyer, Trustee and Title Company of the same.

## **Buyer’s Representations and Warranties.** Buyer hereby represents and warrants to Seller that:

### **Authority.** Buyer is a limited liability company, validly existing and in good standing under the laws of the State of Minnesota, is qualified to do business in the State of Minnesota and has full power and authority to enter into and to perform its obligations under this Agreement. This Agreement has been duly approved by valid action of its board of directors, manager(s), managing member(s), or other governing body, as applicable. The person or persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

### **Solvency.** Buyer is financially solvent, not subject of any bankruptcy or insolvency proceeding, provided that the solvency representation shall not apply to any permitted assignee of the Buyer;

### **No Claims.** Buyer has no knowledge of any claims, actions, suits, arbitrations, proceedings or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, affecting or relating to Buyer which would prohibit it from consummating the transaction described herein;

### **Financing.** Buyer has obtained all necessary financing commitments necessary to purchase the Property for the Purchase Price by the deadlines set forth in this Agreement; and

### **Accurate Representations.** Buyer further represents and warrants that each of its representations and warranties made herein shall be true and accurate upon execution of this Agreement. If Buyer is notified or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate, or misleading, Buyer shall immediately notify Seller and Title Company of the same.

## **Litigation**. To the actual knowledge of Seller, there areno claims, actions, suits, arbitrations, proceedings, or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, affecting or relating to the Property or the transactions contemplated by this Agreement or Seller’s ability to perform its obligations under this Agreement.

## **As-Is Condition; Disclaimer**. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges, represents, warrants and agrees to Seller and Trustee: (i) that Buyer is purchasing the Property, and accepting any personal property transferred or quitclaimed hereunder, in “AS IS” and “WHERE IS” condition, with all faults, and, except as set forth herein, without any representation or warranty, expressed or implied, by Seller, Trustee or their agents whatsoever; (ii) that Buyer has made or shall make prior to the Closing its own examination, inspection and investigation of the Property, including all improvements located thereon, any personal property left thereon, and the subsurface of the Property and all soil, engineering, environmental and other conditions and requirements of the Property and any personal property or taxes thereon; (iii) that Buyer has or shall investigate all zoning, building and governmental regulatory matters pertaining to the Property to the extent Buyer elects to do so; (iv) Buyer is entering into this Agreement and is purchasing the Property based upon Buyer’s inspections and investigations and not in reliance on any statements, representations, inducements or agreements of Seller or Trustee in connection with the Property, its zoning, its fitness or merchantability for any particular use or purpose, availability of water or utilities, soil or environmental conditions, encroachments which would be disclosed by either an inspection of the Property or a survey, or flooding and such other matters as might be disclosed or determined by an examination of the Property and independent inquiry with respect thereto; (v) that any engineering data, soils reports, environmental reports or other information of any type that Seller or Trustee or any other party may have delivered to Buyer pertaining to the Property, if any, is furnished without any representation or warranty whatsoever; and (vi) that neither Seller nor Trustee shall have any responsibility, liability or obligation respecting the Property subsequent to the Closing.

## Notwithstanding anything in this Agreement to the contrary, Seller and Trustee each hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future of, as to, or concerning: (i) the nature or condition of the Property or any buildings, improvements, fixtures, mechanical systems, personal property or any other items physically present on the Property at Closing, including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with applicable laws, rules or regulations: (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, or (iv) the state of title to the Property, except as specifically set forth in the Deed. Buyer shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller or Trustee in determining its suitability for purchase.

# **Default**.

## **Buyer Default**. If Buyer defaults in the performance of any obligation or covenant hereunder, or if Buyer fails to complete the Closing on or before the Outside Closing Date for any reason other than a Seller default (as described in Section 9.2), Seller shall be entitled to terminate this Agreement and retain the Earnest Money, in accordance with Minn. Stat. § 559.21, as amended from time to time (to the extent required) or otherwise may give notice of such termination in accordance with Section 12, and upon such termination Seller will be entitled to receive the Earnest Money and Buyer and Seller shall be released from all liability and obligations hereunder, except those expressly stated to survive such termination and except as otherwise provided below.

## The parties agree that it would be difficult and impracticable to ascertain with any degree of certainty the dollar amount of damages that would be suffered by Seller in the event of a failure by Buyer to complete the purchase of the Property under this Agreement. Therefore, the parties hereby agree that the reasonable estimate of such damages is the sum of the Earnest Money, and that in the event of a failure of the Buyer to purchase the Property, Seller shall, as its sole remedy, be entitled to retain the Earnest Money as liquidated damages. Said amount has been determined with reference by the parties as a reasonable measure of Seller’s damages and is not intended as a forfeiture or a penalty.

## Any termination of this Agreement by Seller shall not terminate the Lease. Additionally, the Parties acknowledge and agree that the limitations on remedies contained in this Section due to Buyer’s default shall not apply to Buyer’s indemnification obligations under Section 10.

## Notwithstanding the foregoing to the contrary, Seller shall have all rights and remedies available against Buyer at law or in equity as to any of Buyer’s indemnity, defense and hold harmless obligations under this Agreement which shall survive any cancellation or termination of this Agreement.

## **Seller Default**. If Seller fails to deliver the deed at Closing, then Buyer as its sole and exclusive remedy may elect to either: (i) provide Seller with written notice of such default, and if Seller fails to cure such default within thirty (30) days after receipt of such notice, then this Agreement shall be deemed cancelled and Buyer shall be entitled to a refund of the Earnest Money, and Buyer and Seller shall each be released from any further obligations and liability under this Agreement, except for any obligations of Buyer under this Agreement which are made to survive the termination of this Agreement, or (ii) sue for specific performance, plus reimbursement of reasonable attorneys’ fees and costs incurred in such action. Buyer waives any and all claims against Seller for monetary damages arising by reason of any breach by Seller of the terms of this Agreement. Any suit for specific performance must be commenced within ninety (90) days of the date Closing was to have occurred, otherwise, Buyer shall be deemed to have waived such rights under clause (ii) above and to have elected to terminate this Agreement under clause (i) above.

# **Commissions.** Seller and Buyer represent and warrant to each other that neither has worked with or consulted any broker, agent, or finder to act on its behalf in connection with this transaction. Each Party agrees to indemnify, defend, and hold the other Party (and the Trustee in the case of the indemnification obligations under this Section 10) harmless from and against any and all liabilities, claims, costs, damages, judgments, expenses (including without limitation reasonable attorneys’ fees), and proceedings of any kind whatsoever arising out of the claims of any person for any real estate commission, real estate finder’s fee, or other real estate brokerage-type compensation arising from the Indemnifying Party’s actions.

# **Notice**. All notices under this Agreement shall be in writing and shall be deemed effective (i) if hand delivered, upon the earlier of delivery or refusal to accept delivery; (ii) if via nationally-recognized overnight delivery service (e.g., FedEx), the day after deposit with the nationally-recognized overnight delivery service; or (iv) if via email, upon verification of receipt. All notices shall be addressed to the Parties at the addresses identified on the signature page of this Agreement, or at such other address as a Party may specify from time to time by notice to the other Party. At no time shall text messaging satisfy the requirements for notice under this provision.

# **Attorneys’ Fees**. In the event of any controversy, claim, or action being filed or instituted between the Parties to interpret or enforce the terms of this Agreement, or arising from the breach of, or default under, any provision hereof, each the Buyer and Trustee shall bear its own attorneys’ fees. Seller shall not be required to pay any attorneys’ fees hereunder.

# **Counterparts**. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement or any document contemplated by this Agreement (excluding the Deed) via electronic mail or electronic signing service such as DocuSign shall be as effective as delivery of an executed original.

# **Patriot Act Certification**. Each Party (a “Representing Party”) represents and warrants to the other that (i) neither the Representing Party nor any of its officers, directors or managing members is a person or entity (each a “Prohibited Person”) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the “Executive Order”) signed on September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Person Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental action, and (ii) the Representing Party’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”)

# **General**. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

## The section headings of this Agreement have been inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement.

## This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral.

## This Agreement may be modified only in writing, signed by both Parties and consented to in writing by the Trustee.

## Except as otherwise provided in this Agreement, any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

## This Agreement shall be governed in all respects by the laws of the State of Minnesota.

## Neither Party may assign its rights or delegate its responsibilities under this Agreement without the prior written consent of the other Party, provided that, in accordance with Minnesota law, the Buyer will cause title in the Property to be conveyed into a nonprofit affiliated building company of the Buyer as defined by Minn. Stat. 124E.13, Subd. 3, formed and wholly controlled (through election of the board of directors) by Buyer.

## This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties hereto.

## The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The Parties acknowledge and agree that this Agreement shall not be recorded.

## Except as otherwise specified herein, all time periods in this Agreement shall be deemed to refer to calendar days, which shall mean Monday through Sunday, midnight to midnight in the Central time zone unless otherwise specified herein.

## A “Business Day” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Central time unless otherwise specified herein and shall not include any Saturday or Sunday or holiday observed by the state courts sitting in the county where the Real Property is located. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Agreement shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in the county where the Real Property is located, such act or notice shall be deemed timely if performed or given, or notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in the county where the Real Property is located. In addition, with regard to the final day to perform any act or give any notice, such act or notice will only be deemed to have been performed or given on such date if performed or given by 5:00 p.m. Central time.

## **Time is of the essence with respect to each and every covenant and obligation under this Agreement**.

## All exhibits and schedules attached hereto are incorporated herein as if set forth in full herein. However, in the event of a conflict between such exhibits or schedules and the text of this Agreement, this Agreement shall control.

## [*Remainder of page intentionally left blank; signature page follows*.]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

|  |  |  |
| --- | --- | --- |
| SELLER:  SYH ATHLOS ACADEMY, LLC  a Minnesota limited liability company  By:  Its: Sole Member  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its |  | BUYER:  STRIDE ACADEMY  a Minnesota nonprofit corporation  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: |  | Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: |

## **EXHIBIT A**

## **Legal Description of Real Property**

Lot 1, Block 1, Schwinghammer Farm, according to the recorded plat thereof, Stearns County, Minnesota.

Abstract Property

## **EXHIBIT B**

## **Limited Warranty Deed**

*When recorded return to:*

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIMITED WARRANTY DEED**

FOR VALUE RECEIVED, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantor”), does hereby grant, bargain, sell, convey and quitclaim unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”) whose address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, all of Grantor’s right, title, and interest in and to the real property located in Sterns County, Minnesota, more specifically described on Schedule I attached hereto and incorporated herein (“Property”).

TOGETHER WITH all of Grantor’s right, title and interest in and to all hereditaments and appurtenances belonging thereto.

This deed conveys after-acquired title.

Grantor warrants the Grantor has not done or suffered anything to encumber the property, except: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

[*Remainder of page intentionally left blank; signature page follows*.]

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed effective as of \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 2026.

**GRANTOR:**

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## By:

Title:

STATE OF MINNESOTA )

) ss.

HENNEPIN COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known or identified to me to be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that executed the instrument or the person who executed the instrument on behalf of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and acknowledged to me that such \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing at

My commission expires

**SCHEDULE I**

**Legal Description of Property**

Lot 1, Block 1, Schwinghammer Farm, according to the recorded plat thereof, Stearns County, Minnesota.

Abstract Property