PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this _______ day of _____________, 2026, by and between Glenna M. Kellin and John Kellin, a married couple (collectively, "Seller"), and the Grand Rapids Economic Development Authority, a public body politic and corporate under the laws of the State of Minnesota ("Buyer").

1. **PROPERTY.** Seller is the owner of property located at 533 NW 4th Street, in the City of Grand Rapids, Minnesota, consisting of approximately 0.2 acres (10,725 square feet +/-) as determined by an ALTA survey (the "Survey"), which is legally described on the attached Exhibit A ("Property").

2. **OFFER/ACCEPTANCE.** In consideration of and subject to the terms and provisions of this Agreement, Buyer offers and agrees to purchase and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property and all improvements thereon, together with all appurtenances. All fixtures, improvements, and personal property located on the Property on the date of this Agreement are included in the purchase of the Property.

3. **PURCHASE PRICE FOR PROPERTY AND TERMS.**

a. **PURCHASE PRICE:** The total purchase price for the Property is: One Hundred Fifty Thousand and no/100 Dollars ($150,000.00), based upon $13.99 per square foot of land ("Purchase Price"). The Purchase Price is predicated upon the assumption that the Property consists of 10,725 square feet, +/-. "Square Feet" shall mean the gross square footage of the Property less existing dedicated roads and easements and areas classified as waterways. The Purchase Price may be adjusted based upon final determination of the Square Feet as shown on the Survey.

b. **TERMS:**

i. **Earnest Money**. The sum of Five Thousand and no/100 Dollars ($5,000.00) earnest money (the "Earnest Money") shall be deposited into an escrow account by Buyer with The Title Team (the "Title Company") within five (5) business days after mutual execution of this Agreement. The Earnest Money shall become nonrefundable upon expiration of the Due Diligence Period, as extended pursuant to Section 7, unless there is a breach of this Agreement by the Seller or Seller is unable to deliver marketable title to the Property. In the event that Seller breaches the terms of this Purchase Agreement or Buyer shall terminate this Agreement prior to expiration of the Due Diligence Period (as hereinafter defined), the Title Company shall refund the Earnest Money to the Buyer within three (3) business days.

ii. **Balance Due to Seller**. Buyer agrees to pay by check or wire transfer on the Closing Date (as hereinafter defined) the remaining balance due on the Purchase Price according to the terms of this Agreement.

4. **DEED/MARKETABLE TITLE**: Seller agrees to execute and deliver a General Warranty Deed conveying marketable fee simple title to the Property to Buyer, free and clear of

any mortgages, liens or encumbrances, subject only to the following exceptions:

i. Building and zoning laws, ordinances, state and federal regulations;

ii. Reservation of minerals or mineral rights to the State of Minnesota, if any;

iii. The lien of real estate taxes and special assessments not yet due and payable;

iv. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property; and

v. Other matters created by or acceptable to or waived by Buyer pursuant to Section 8 below.

5. **DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.** In addition to the General Warranty Deed required at Section 3 above, Seller shall deliver to Buyer at closing:

a. An affidavit from Seller sufficient to remove any exception in Buyer's policy of title insurance for mechanics' and materialmens' liens arising due to the act or omission of Seller and rights of parties in possession;

b. A Bill of Sale, Assignment and Assumption, in the form attached hereto as Exhibit B;

c. A "bring-down" certificate, certifying that all of the warranties made by Seller in this Agreement remain true as of the Closing Date;

d. Affidavit of Seller confirming that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

e. A well disclosure certificate and a statement that Seller does not know of any wells on the Property other than the well disclosed in the well disclosure certificate;

f. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by state or federal statutes, rules or regulations; and

g. Any other documents reasonably required by Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.

6. **CONTINGENCIES.** Buyer's obligation to purchase the Property is contingent upon the following (collectively, "Buyer's Contingencies"):

a. Approval of this Purchase Agreement by Buyer's governing body;

b. Buyer shall have confirmed satisfactory condition of title;

c. Buyer shall have received a satisfactory ALTA/ACSM survey of the Property and improvements, if any (at Buyer's sole cost and expense);

d. Buyer shall have received satisfactory environmental reports including, but not limited to, a Phase I report and all necessary closure and no association letters from respective government agencies, if applicable (at Buyer's sole cost and expense) and is satisfied with the condition of the Property;

e. Buyer shall have confirmed that the geotechnical characteristics of the Property are satisfactory, based on soil borings to be taken and analyzed by Buyer's geotechnical consultant (at Buyer's sole cost and expense);

f. Buyer's ability to contemporaneously purchase the parcel adjacent to the Property in the City located as described in Exhibit C attached hereto along with satisfactory cross access and other appropriate easements benefiting both parcels, on or before the Closing Date; and

g. Buyer's determination of marketable title pursuant to Section 8 of this Agreement.

7. **DUE DILIGENCE**.

a. **Due Diligence Period**. Buyer shall have one hundred twenty (120) days from the date of this Agreement to satisfy or waive the foregoing contingencies (the "Due Diligence Period"). These contingencies are solely for the benefit of Buyer and may be waived by Buyer. If Buyer determines, in its sole discretion, that any of Buyer's Contingencies have not been satisfied, Buyer shall have the right to terminate this Agreement and receive a full refund of any earnest money paid. Buyer reserves the right to waive any and all Buyer's Contingencies. If all contingencies are duly satisfied or waived, Buyer or its attorney shall give written notice to Seller thereof prior to the expiration of the Due Diligence Period, and Buyer and Seller shall proceed to close the transaction as contemplated herein.

b. **Due Diligence Period Extension.** Buyer shall have the right to extend the Due Diligence Period with written notice to Seller for up to an additional sixty (60) days if necessary to obtain all necessary governmental approvals. If the extension of the Due Diligence Period is exercised, the Earnest Money will become non-refundable.

c. **Seller's Due Diligence Deliverables.** The Seller shall provide the Buyer with the following, to the extent available and in Seller's possession or control: (1) any existing surveys; (2) any existing property condition assessments, (3) any existing Phase I and Phase II environmental assessments; (4) information regarding any underground or above ground storage tanks on the Property; and (5) any title commitments previously obtained by the Seller for the Property (collectively defined as the "Deliverables"). The Seller shall deliver the requested Deliverables to the Buyer within five business days of mutual execution of this Agreement. Buyer hereby acknowledges that, except as expressly set forth in this Agreement, Seller has not made nor makes any warranty or representation regarding the truth, accuracy or completeness of the Deliverables or the source(s) thereof. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such Deliverables, except for statements of fraud or misrepresentations expressly made by Seller in such Deliverables. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Deliverables and is providing the Deliverables solely as an accommodation to Buyer.

d. **Buyer's Inspections.** The Buyer shall be responsible for the costs of any environmental assessments and inspections and Buyer may enter the Proeprty to conduct such assessments and inspections. Buyer shall (i) keep the Property free of any liens or third-party claims resulting from such assessments and inspections and/or from any other investigations, inspections, studies or testing of Property conducted by or on behalf of Buyer under the terms of this Agreement; (ii) defend, indemnify and hold Seller harmless from and against any and all liability, damages, claims, causes of action, costs or other expenses, including without limitation reasonable attorney's fees, paid, incurred or asserted against Seller in connection with any such liens or third-party claims and/or for injuries to or death of persons or damage to property arising from or caused by Buyer's entry onto the Property or the conduct of Buyer, its agents, employees and contractors in connection with the exercise by Buyer of the rights hereunder; provided, however, Buyer shall not be liable to Seller for any loss or damages caused by Seller, or Seller's agents', contractors' or employees' negligence; and (iii) if the Closing does not occur for any reason, fully restore the Property to its condition immediately before such exercise.

e. **Termination Right.** If Buyer or its attorney gives written notice to Seller prior to the expiration of the Due Diligence Period that one or more of the contingencies is not satisfied, or is not satisfied within the Due Diligence Period, and is not waived by Buyer, this Agreement shall thereupon be void at the written option of Buyer, and the title company shall return the Earnest Money to Buyer, and Buyer and Seller shall execute and deliver to each other documentation effecting the termination of this Agreement. Buyer shall also deliver to Seller copies of all documentation gathered during the Due Diligence Period, including without limitation all survey, environmental or soil tests. As a contingent Purchase Agreement, the termination of this Agreement pursuant to this Section 7 is not required pursuant to Minnesota Statutes Section 559.21, et. seq.

8. **TITLE EXAMINATION/CURING TITLE DEFECTS.** Buyer shall, at its expense and within a reasonable time after Seller's acceptance of this Agreement, obtain a commitment for title insurance ("Commitment") for the Property. The Buyer shall have 14 days from the date of receipt of the title commitment to make any objections to title to the Seller. The Seller shall have 10 days to confirm whether it will be able to remove the objections on or prior to closing and if not, which of the objections it is unwilling to remove, provided, however, the Seller must satisfy any mortgages, monetary liens, or other monetary encumbrances arising due to the act or omission of Seller on or prior to the Closing Date. The Buyer shall have five days from the date of the Seller's response to either waive its title objections which the Seller is unwilling to

remove or to terminate the Purchase Agreement. If Buyer has failed to affirmatively elect to terminate this Agreement within said five day period, Buyer shall be conclusively deemed to have elected to have waived its title objections and Buyer and Seller shall proceed to close the transaction as contemplated herein, without any abatement or reduction in the Purchase Price on account thereof.

9. **ENVIRONMENTAL INVESTIGATIONS.** Buyer acknowledges that it has been authorized by Seller to enter the Property and conduct environmental and engineering investigations of the Property, subject and in accordance with the provisions of Section 7 and Section 14.

10. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Seller shall pay all real estate taxes, interest and penalties, if any, relating to the Property for the years prior to the year of closing. Provided that this transaction shall close as provided herein, Buyer agrees to pay taxes for the year following the year of closing and all taxes for years thereafter. Seller and Buyer shall prorate all taxes for the year of closing based on the Closing Date. Seller acknowledges that there are no current or pending special assessments on the Property. To the extent there are any current or pending special assessments, including any assessment due and payable upon commencement of ownership, Seller shall be obligated to pay said assessments in full as of the Closing Date.

11. **CLOSING.** The date of closing shall be within sixty (60) days after satisfaction or waiver of all Buyer's Contingencies provided that in no event may the closing occur after 120 days from the date hereof ("Closing Date"). Delivery of all papers and the closing shall be made at the offices of the Title Company or at such other location as is mutually agreed upon by the parties. All deliveries and notices to Buyer shall be made as provided in Section 17 of this Agreement. The Buyer shall be responsible for the following closing costs: (1) recording fees and charges related to the filing of the deed; (2) all premiums required for the issuance of a title insurance policy and any endorsements; (3) one-half of the closing fee charged by the Title Company; (4) the cost of the Title Commitment and any title search and examination fees; and (5) its own legal and accounting fees associated with this transaction. The Seller shall be responsible for the following closing costs: (1) all recording fees and charges relating to the filing of any instrument required to make title marketable, subject and in accordance with the provisions of Section 8; (2) any Minnesota state deed tax, conservation fee, or other federal, state, or local documentary or revenue stamps or transfer tax with respect to the deed to be delivered by the Seller; (3) one-half of the closing fees charged by the Title Company; and (4) its own legal and accounting fees associated with this transaction. Any real estate taxes shall be prorated between the Buyer and the Seller as of the Closing Date.

12. **POSSESSION/UTILITIES.**

a. **Possession.** Seller agrees to deliver possession of the Property free of all personal property, junk, and debris to Buyer not later than the Closing Date.

b. **Utilities.** Seller shall pay all utility charges, if any, prior to the Closing Date.

13. **SELLER'S WARRANTIES.** Seller, jointly and severally, hereby represents and warrants to Buyer and Seller will represent and warrant to Buyer as of the Closing Date that:

a. **Title.** Seller represents and warrants that Seller has good and marketable fee simple title interest to the Property and that no consents or approvals from any third parties are required to convey the Property.

b. **Sewer and water.** Seller warrants that the Property is connected to City sewer and is connected to City water.

c. **Mechanics' Liens.** Seller warrants that, prior to the closing, Seller shall pay in full or make provision for payment of all amounts due for 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 upon or improvement to the Property caused by or resulting from any action of Seller.

d. **Notices.** Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation in connection with the Property.

e. **Tenants.** Seller warrants that that there are no tenants or third parties in possession of the Property. During the term of this Agreement, the Seller agrees not to enter into any leases for the Property or to allow anyone to occupy the Property.

f. **Broker Commission.** Seller has utilized the services of Jeff Dick, Edge of The Wilderness Realty as a real estate broker, in connection with the transaction contemplated by this Purchase Agreement, and that no other broker, agent, or representative has been engaged or shall be entitled to any commission in connection with such transaction. Seller shall be responsible for compensating its real estate broker and paying any commission due. Seller agrees to indemnify, defend and hold Buyer harmless from the claims of any broker, real estate agent or similar party claiming through Seller.

g. **Condemnation.** Seller warrants that there is no pending or threatened condemnation, eminent domain, public taking, or similar proceeding affecting the Property or any portion thereof, and Seller has no actual knowledge that any such action is contemplated.

h. **Legal Proceedings.** There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof, and Seller has no knowledge that any such action is presently contemplated.

i. **Legal Capacity.** Seller has the legal capacity to enter into this Agreement. Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

j. **Methamphetamine Production.** To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

k. **Wells, Private Septic Systems, and Storage Tanks.** Seller represents and warrants that Seller has disclosed to Buyer private wells located on or serving the Property and that, to Seller's knowledge, there are no private wells, septic systems and underground or above ground storage tanks, located on or serving the Property other than one private well that has been sealed prior to the Effective Date. Seller shall deliver to Buyer copies of all well records, permits, closure reports, water test results, and related documentation in Seller's possession or control. Buyer's acceptance of the Property is conditioned on Buyer's satisfactory review of the condition, status, and documentation of the private well, including the sealed well, during the applicable inspection period. Seller shall deliver a well disclosure certificate on or prior to the Closing Date.

l. **Hazardous Materials.** Except as disclosed in the report described in Exhibit D attached hereto, Seller represents and warrants that there are no hazardous wastes or materials on or under the Property, no notices have been received from any federal, state, local, or other governmental agency relating to hazardous materials or environmental conditions, and Seller shall indemnify and hold harmless Buyer and its employees, agents, and members from and against any and all loss, costs, damages, expenses, obligations and attorneys' fees incurred by Buyer as a result of any breach of this representation.

m. **Special Assessments.** No ordinance or hearing is now before any local governmental body which either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property.

n. **Liens and Encumbrances.** The Property will as of the date of closing be free and clear of all mortgages, liens, security interests, encumbrances, leases or other restrictions except encumbrances permitted by Buyer. There are no third parties in possession of the Property.

o. **Violations.** There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations that have not been corrected.

Seller's representations and warranties set forth in this paragraph shall be continuing and are deemed to be material to Buyer's execution of this Agreement and Buyer's performance of its obligations hereunder. All such representations and warranties shall be true and correct on or as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive closing for a period of five (5) years (the "Survival Period"), and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. Seller agrees to defend, indemnify, and hold Buyer harmless for, from and against any loss, costs, damages, expenses, obligations and attorneys' fees incurred should an assertion, claim, demand or cause of action be instituted, made or taken, on the basis of breach of the representations or warranties contained herein; provided that any such claim, demand or cause of action based on a breach of any such representations or warranties shall be commenced prior to the expiration of the Survival Period, if ever or shall be deemed hereby waived.

14. **INSPECTIONS.** From the date of this Agreement to the Closing Date, Buyer, its agents, contractors, and employees shall have the right to enter upon the Property at any time in order to conduct soil, environmental, surveying, and other reasonable engineering tests, investigations, soil borings, monitoring and testing of groundwater monitoring wells, and to conduct a survey; provided that any such invasive drilling, monitoring, sampling and/or testing shall require Seller's written consent which shall not be unreasonably withheld, conditioned or delayed. Buyer shall also be entitled to a general walkthrough inspection within five days of the Closing Date.

15. **RISK OF LOSS.** If there is any loss or damage to the Property between the date hereof and the Closing Date, 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 Agreement shall become null and void, at Buyer's option. At the request of Buyer, Seller agrees to sign a cancellation of Purchase Agreement.

16. **DEFAULT/REMEDIES.** If Buyer defaults under this Agreement, Seller has the right to terminate this Agreement by giving written notice of such election to Buyer, which notice shall specify the default. If Buyer fails to cure such default within thirty (30) days of the date of such notice, Seller may terminate this Agreement and retain the Earnest Money as Seller's liquidated damages, time being of the essence of this Agreement. The termination of this Agreement (and retention of the Earnest Money) will be the sole remedies available to Seller for such default by Buyer, and Buyer will not be further liable for damages. If Seller defaults under this Agreement, Buyer has the right to terminate this Agreement by giving written notice of such election to Seller, which notice shall specify the default. If Seller fails to cure such default within 30 days of the date of such notice, Buyer shall have the right (i) to terminate this Agreement (in which case Buyer shall be entitled to a refund of the Earnest Money), or (ii) to enforce and recover from Seller specific performance of this Agreement; provided, that any such action for specific performance shall be commenced within six months after default, if ever or shall be deemed hereby waived. The termination of this Agreement (and refund of the Earnest Money), or the enforcement and recovery from Seller of specific performance of this Agreement shall be the sole remedies available to Buyer for such default by Seller, and Seller shall not be further liable for damages. The service of the statutory notice under Minnesota Statutes Section 559.21 shall be sufficient to comply with the notice requirements of this Section 16.

17. **NOTICE.** Any notice, demand, request or other communication which may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is emailed or personally served upon one of the following indicated recipients for notices or is deposited in the United States Mail, postage prepaid and addressed as follows:

SELLER: Glenna M. Kellin and John Kellin
____
____

With a copy to:

Jeff Dick

EOW Realty
501 Pokegama Ave S
Suite 102
Grand Rapids, MN 55744
Jeff@EOWRealty.com

BUYER: Grand Rapids Economic Development Authority
Attn: Rob Mattei
402 N. Pokegama Ave.
Grand Rapids, MN 55744

With a copy to:

Kutak Rock LLP
Attn: Gina Fiorini, Esq.
60 South Sixth Street Suite 3400
Minneapolis, MN 55402

18. **ENTIRE AGREEMENT.** This Agreement, including exhibits attached hereto, and any amendments hereto signed by the parties, shall constitute the entire agreement between Seller and Buyer and supersedes any other written or oral agreements between the parties relating to the Property. This Agreement can be modified only in a writing properly signed on behalf of Seller and Buyer.

19. **SURVIVAL.** Notwithstanding any other provisions of law or court decision to the contrary, the provisions of this Agreement which are expressly stated herein to be performed after the closing shall survive closing, subject to the limitations set forth herein. Upon any termination of this Agreement subject to and in accordance with the terms hereof, and neither party shall have any further obligations to the other hereunder, except for the obligations hereunder which, by the express terms hereof, are intended to survive termination of this Agreement.

20. **BINDING EFFECT; ASSIGNMENT.** This Agreement binds and benefits the parties and their successors and assigns; provided, however, neither party shall assign this Agreement or its rights hereunder to any person or entity, without the written consent of the other party, except Buyer may assign this Agreement to any affiliate, to any entity controlled by or under common control as Buyer, or in connection with any financing obtained by Buyer, without obtaining Seller's prior consent.

21. **PARTIAL INVALIDITY**. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **COUNTERPARTS; FAX AND PDF SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signature pages of this Agreement transmitted to any party via facsimile or Portable Document Format (PDF) shall be deemed to be originals for all purposes hereunder.

23. **HEADINGS**. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided for convenience of reference only, and shall not be considered in construing their contents.

24. **TIME PERIODS**. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. However, if (a) the last date by which the Closing is permitted to occur hereunder, or (b) any date by which a party is required to provide the other party with notice hereunder, occurs on a Saturday or a Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable dates shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next, succeeding day, which is not a Saturday, Sunday or banking holiday.

25. **NO PARTNERSHIPS**. Nothing in this Agreement shall be deemed in any way to create between the parties any relationship of partnership, joint venture or association, and the parties disclaim the existence thereof.

26. **WAIVERS**. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

27. **DATA PRACTICES ACT**. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

28. **BROKERS.** Buyer is represented by Stephen Welliver of Wellson Group, Inc. Seller is represented by Jeff Dick of Edge of The Wilderness Realty. Buyer shall be responsible for paying its broker's fee. Seller shall be responsible for paying Seller's broker's fee. Each party agrees to indemnify, defend and hold the other party harmless from the claims of any other broker, real estate agent or similar party claiming through such indemnifying party.

29. **EXCLUSIVITY.** Seller agrees that during the term of this Agreement: (a) Seller will not initiate, encourage the initiation by others of discussions or negotiations with third parties, or respond to solicitations by third parties, relating to the purchase of the Property in whole or in part; (b) Seller will immediately notify Buyer if any third party attempts to initiate any such solicitation, discussion or negotiation with Seller; and (c) Seller will not enter into any agreement with respect to the Property with any third party. Seller hereby agrees that Seller shall be legally bound by the provisions of this Section 30 and Seller's violation of this Section 30 will cause

irreparable injury to Buyer.

30. **RELOCATION BENEFITS; INDEMNIFICATION.** Seller acknowledges that it is not being displaced from the Property as a result of the transaction contemplated by this Agreement and that it is not eligible for relocation assistance and benefits or in the event that Seller is eligible for relocation assistance and benefits, that the Purchase Price includes compensation for any and all relocation assistance and benefits for which Seller may be eligible. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year above.

Buyer:

Grand Rapids Economic Development Authority

By: ________________________________
Its: President

By: ________________________________
Its: Executive Director

Seller:

Glenna M. Kellin and John Kellin

By: ________________________________
Glenna M. Kellin

By: ________________________________
John Kellin

EXHIBIT A

Legal Description of Property

Address: 533 NW 4th Street, Grand Rapids, Minnesota as shown in the picture below.

PID: #91-420-1940

Legal Description: Lots 13-15, Block 19, Grand Rapids 2nd Division, Section 20, Township 55, Range 25

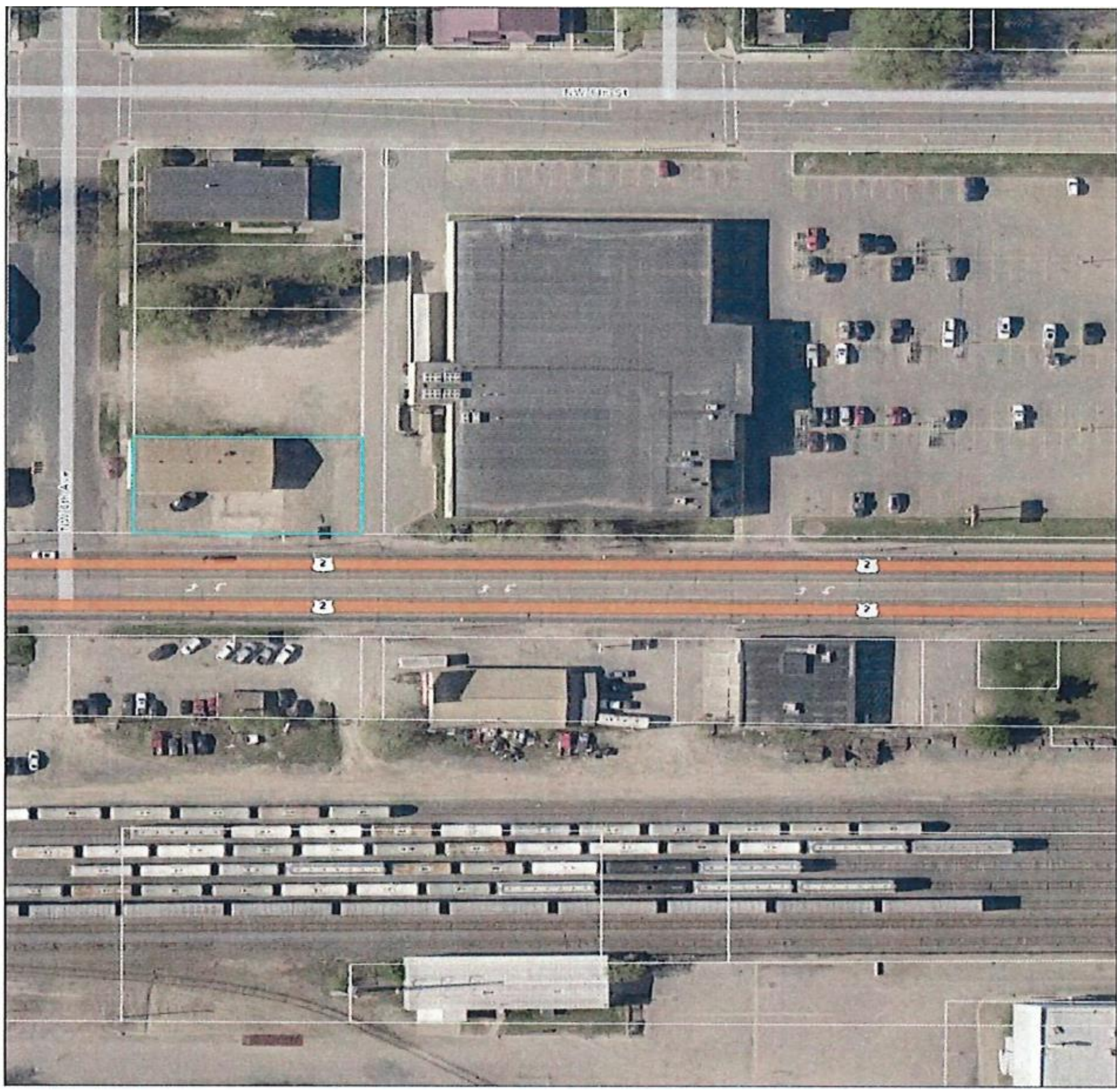

EXHIBIT B

Bill of Sale, Assignment and Assumption

This Bill of Sale, Assignment and Assumption (this "Bill of Sale") is made as of the ___ day of _________________, 2026, by and between Glenna M. Kellin and John Kellin, a married couple (collectively, "Assignor"), and the Grand Rapids Economic Development Authority, a public body politic and corporate under the laws of the State of Minnesota ("Assignee").

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

1. All right, title and interest of Assignor in and to all improvements, buildings, facilities, and tangible personal property owned by Assignor ("Personalty") and located on and used in connection with the development, use, management, maintenance or operation of that certain land and improvements located at the properties described in Exhibit A, attached hereto and made a part hereof ("Real Property").

2. This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated as of ____________ __, 2026, between Assignor and Assignee (the "Purchase Agreement"), providing for, among other things, the conveyance of the Personalty. All capitalized terms herein which are not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement.

3. Assignee hereby accepts the assignment of the Personalty and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of Assignor thereunder from and after the date hereof.

4. This Bill of Sale shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota.

5. This Bill of Sale shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns.

6. Assignor and Assignee hereby agree to execute such other and further assurances as Assignor or Assignee may from time to time reasonably deem necessary or appropriate to assure the validity, enforceability, and effective assignment and transfer of the Personalty.

7. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption as of the date first above written.

Assignee:

Grand Rapids Economic Development Authority

By: ________________________________
Its: President

By: ________________________________
Its: Executive Director

Assignor:

Glenna M. Kellin and John Kellin

By: ________________________________
Glenna M. Kellin

By: ________________________________
John Kellin

EXHIBIT C

<u>Description of Contingency Property</u>

DESCRIPTION OF PROPOSED PROPERTY

Lot 16 and the South 14.00 feet of Lot 17, Block 19, GRAND RAPIDS SECOND DIVISION, according to the recorded plat thereof, Itasca County, Minnesota.

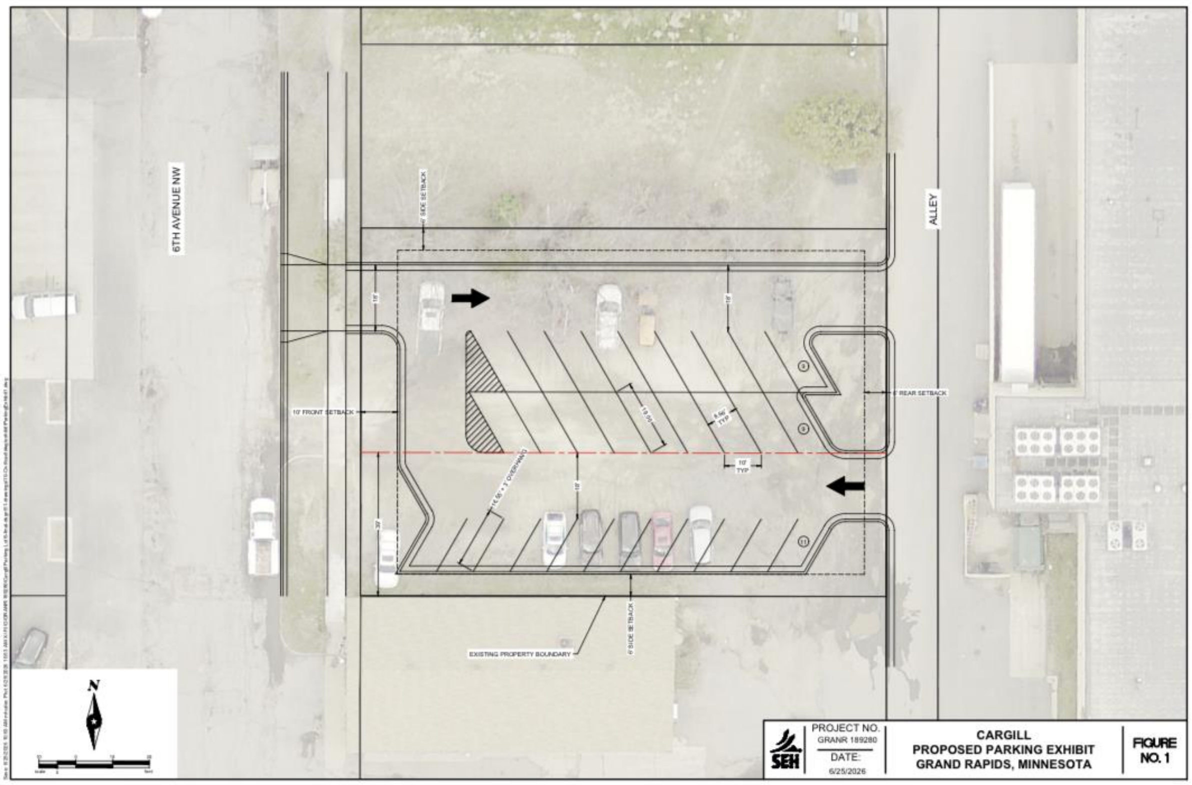

EXHIBIT D

[LIST ENVIRONMENTAL REPORT]