

PURCHASE AGREEMENT

Date: 5/20/2020

BR Development LLC, or assigns prior to closing, ("**Buyer**") offers to purchase the "Property" described as: 409 and 415 Rock Island Road (the city will plat and record these new parcels) and further approximately outlined in Exhibit A, pending the final property survey and recorded plat, from Oelwein, City of ("**Seller**") (collectively, the "Parties") upon the terms and conditions set forth in this Purchase Agreement ("Agreement"). If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected in accordance with the intent of the Parties. The "Effective Date" of this Agreement is the date on which the last of the Parties signs the latest offer.

PURCHASE PRICE: The Property Price shall be determined prior to closing per a separate development agreement between both parties but will not exceed in value of Two Hundred Fifty Thousand Dollars & 00/100_ (\$250,00.00).

EARNEST MONEY DEPOSIT: Buyer shall deposit One Thousand Dollars (\$1,000) within Ten (10) business days in the trust accounts of the City of Oelwein's representative. All earnest money will be refundable to Buyer prior to expiration of the Contingency Period, if the option is exercised to terminate this agreement. All earnest money deposited will be credited towards the purchase price at closing if Buyer elects to waive all contingencies by providing written notice to Seller.

POSSESSION AND CLOSING: Possession and Closing shall be set between both parties at the time the Contingency Period is waived but shall be no later than Sixty (60) days after Buyer waives all Contingencies.

PRO-RATION OF EXPENSES AND PAYMENT OF COSTS: Seller and Buyer agree that all leases, scheduled rents, mortgage payments, interest, utilities, operating expenses, or any other assumed liabilities, if any, shall be prorated as of the date of possession. Seller shall pay deed stamps, other conveyance fees or taxes, recording fees for documents needed to cure title defects, and Seller's escrow company fees, and Buyer shall pay recording costs for financing documents and the deed, costs of any title search, title insurance, attorney's opinion, survey, and Buyer's escrow company fees. The Seller shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given. All subsequent taxes are payable by the Buyer, except for the following proration. The proration from the most recent July 1 to possession shall be based upon latest known applicable assessed value, rollback (if applicable), exemptions and levy rate of record at time of possession.

TITLE: Seller shall promptly deliver to Buyer, within a reasonable timeline, an Abstract of Title extended to date, showing marketable title to the real estate. If title to all or part of the Property is unmarketable, as determined by relevant law, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those disclosed in this Agreement, Buyer or Buyer's attorney shall give written notice of such defect to Seller within a reasonable time. Seller agrees to make every reasonable effort to perfect the title. Seller shall have a reasonable time to have such title defects removed or, such defects or exceptions which may be removed by the payment of money may be cured by deduction from the purchase price at time of closing. If Seller is unable to cure title, then Buyer shall have the option to terminate this Agreement, in which case Buyer shall be entitled to refund of the earnest money. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds this Agreement until making a reasonable effort to produce marketable title in the prescribed time. Furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception in those cases where title is evidenced by title insurance.

DEED AND OTHER CLOSING DOCUMENTS: Seller shall convey to Buyer marketable title in fee simple by general warranty deed with release of dower, if any, or fiduciary deed, as appropriate. Seller shall also deliver other documents such as groundwater hazard, declaration of value, etc. necessary to record the deed. In the event Seller financing applies to this Agreement, then the executed Contract for Deed shall be delivered at closing. Seller shall also deliver to Buyer, if applicable, such assignments of leases and contracts, and other similar documents reasonably required to transfer the Property to Buyer pursuant to the terms of this Agreement.

DEFINITIONS:

Intended Use: Shall mean the use of the Property for the following purpose: Commercial Development; Multi-Family; Multi-Family Mixed Use

Insertion: If a number of days other than the pre-printed number is inserted, the inserted number shall apply.

Days: Refers to calendar days, not working days.

Hazardous Substance: Shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

“Broker(s)” shall mean:

N/A (“Listing Agency”), N/A (“Listing Agent”),
Cushman & Wakefield Iowa Commercial Advisors (“Selling Agency”), Ryan Fitzpatrick (“Selling Agent”)

Collectively referred to as “Broker”. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys’ fees at all levels, and from liability to any person, arising from (1) compensation claimed by any other real estate licensee which is inconsistent with the representation in this paragraph, (2) enforcement action to collect a brokerage fee, (3) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller. Brokerage commission fee amount to be accepted per a separate agreement by Seller(s) prior to closing, if any.

PROPERTY CONDITION: Seller shall maintain the Property, including landscaping and grounds, in its present condition, ordinary wear and tear accepted. Buyer shall be permitted to make a final inspection prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. If the Buyer(s) determines at its sole discretion that the Seller(s) has not maintained the property to their satisfaction then the Buyer(s) may elect to terminate this contract and any earnest monies will be refunded to the Buyer(s). No new issues may be raised as a result of this inspection. Seller agrees to remove, at its expense and prior to possession, all personal property not included in this sale, including all trash and miscellaneous items. Any such personal property remaining on the premises shall, unless otherwise agreed, be conclusively presumed to have been abandoned by and of no value to Seller. Seller to be liable for any costs incurred by Buyer for the removal of said personal property.

PROPERTY INSPECTIONS: Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its inspection rights and agrees to indemnify and hold Seller harmless from any and all damages, costs, claims and expenses, including all attorneys’ fees, and from liability to any person involved in the inspections. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the inspections, tests, etc. and return the Property to the condition it was prior to the inspections, and (2) Buyer, at its expense, shall release to Seller all reports and other work generated as a result of the inspections, etc.

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS: All representations, warranties, covenants and agreements made by the parties hereto are true, material and relied upon by the other Party and Brokers and shall survive the closing and delivery of the Deed.

- a) Hazardous Substances/Storage Tanks. Seller has no actual knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the current existence of any above or below ground storage tank and that the prior ground tanks have been removed and remedied.
- b) Reports/Documents. Any environmental reports, soil reports, ALTA or surveys and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller’s representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness,

and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property. The Parties acknowledge that they have been advised by Brokers to consult their own technical or legal experts and are not relying on any statement or investigation of Brokers with respect to hazardous substances or other reports.

- c) Changes in Agreements. Prior to the Closing, Seller will not violate or modify any existing leases or other agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval.
- d) Possessory Rights. Seller has no actual knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.
- e) Personal Property. Seller has no actual knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor actual knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.
- f) No Seller Bankruptcy Proceedings. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- g) Ingress and Egress. Seller warrants that the Property presently has ingress and egress.
- h) Material Defects. Seller and Buyer acknowledge that the Seller has a legal duty to disclose Material Defects in the condition of the real estate or improvements of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal.
- i) No Broker Representations/Warranties/Inducements. Buyer understands and agrees that the Broker, its agents, employees and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, or income potential, and that no representations, inducements, promises or assurances, oral or written, concerning the Property and the ordinances, laws or restrictions affecting the Property have been made by Broker or relied upon by Buyer.
- j) Seller Knowledge. Seller has no actual knowledge of: (1) notice of city, county, state, federal, building, zoning, fire or health codes, regulations or ordinances filed or contemplated against the Property, (2) current pending lawsuit(s), investigation(s) inquiry(ies), action(s), or other proceeding(s) affecting the right to use and occupy the Property, (3) unsatisfied construction liens, (4) tenants in bankruptcy, or (5) condemnation, eminent domain, changes in grade of public streets affecting the Property or similar proceedings affecting the Property or (6) of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property. Seller acknowledges that the Buyer is a licensed real estate agent in the State of Iowa.
- k) Buyer's ownership members includes a licensed real estate agent in the state of Iowa.
- l) City of Oelwein to provide a certified survey of the property and provide to Buyer for use.
- m) City of Oelwein to record plat and create necessary abstract documents
- n) City of Oelwein to ensure properties are correctly zoned to allow density for multifamily and mixed-use multi-family for a building up to three stories.
- o) Buyer to provide Seller a site plan within Forty Five days (45) upon full execution of this purchase agreement.
- p) Seller to ensure utilities on site are adequate and will ensure all easements and entitlements meet the project needs.

INSURANCE: Sellers shall bear the risk of loss or damage to the property prior to possession or closing, whichever first occurs. Sellers agree to maintain the existing insurance on this property. If Buyers' do not consider the existing insurance adequate, they may procure additional insurance at their own expense to protect their interest. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the Parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. Provided, however, Buyers shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damages.

SPECIAL ASSESSMENTS: Special assessments levied or to be levied for improvements completed, or where NOTICE or RESOLUTION for improvements is in effect previous to the Effective Date but not yet levied, shall be paid by Seller. An assessment

which cannot be determined or discharged by payments, shall be escrowed with sufficient funds to pay such liens when payable. Excess funds to be returned to Seller without further signature of Buyer.

APPROVAL OF COURT: If this property is an asset of any estate, trust or guardianship, this Agreement shall be subject to court approval, unless declared unnecessary by the Buyers' attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter up for hearing for Court approval. (In this event the Court Officer's Deed shall be used.)

CONSTRUCTION: Seller and Buyer acknowledge that each party has reviewed this Agreement and that the normal rule of construction which provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. It shall be construed neither for nor against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

ATTORNEYS' FEES AND COSTS. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision, will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

REMEDIES OF THE PARTIES: If the Seller breaches this Agreement, all payments shall be returned to Buyer, but such return shall not affect any other remedies at law or in equity available to Buyer for such breach and Seller will pay the listing Broker the commission in full. Seller agrees to pay costs and reasonable attorney fees, a receiver may be appointed. Broker may maintain an action at law against Seller for the Broker's commission. If the Buyer breaches this Agreement, all payments made shall be forfeited, or the Seller may proceed by an action at law or in equity. The Buyer agrees to pay costs and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be deemed a third party beneficiary to this Agreement.

MISCELLANEOUS: This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property and any Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller. Signatures, initials, documents referenced in this Agreement, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Agreement will be construed under the laws of the state in which the Property is located. Delivery of any written notice to any party's agent will be deemed delivery to that party.

AUTHORITY TO EXECUTE: Buyer and Seller represent that the person executing this Agreement on their behalf is fully authorized to do so and bind the respective Parties to the terms herein.

SUCCESSORS IN INTEREST: When accepted, this Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of both parties. In case of the assignment of this Agreement by either party, prompt written notice shall be given to the other party. The liability of the buyer under this Agreement shall not cease or be terminated, even though the Agreement be assigned by the Buyer, unless this liability is specifically released in writing by the Seller.

BUYER CONTINGENCIES: A) Within One Hundred Twenty Days (120) days from the Effective Date ("Contingency Period"), Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property to perform inspections, examinations, surveys and tests (structural, engineering, environmental, etc.) to determine, in Buyer's sole discretion, if the Property is suitable for Buyer's intended use. If, prior to the end of the Contingency Period, Buyer in its sole discretion for any of the above reasons or no reason whatsoever, determines that the property is unsuitable and provides written notice to the Seller, then this Agreement shall terminate. All earnest money will be refundable and applicable to the purchase price. If Buyer elects to terminate this agreement, all earnest money will be refunded within Seven (7) business days.

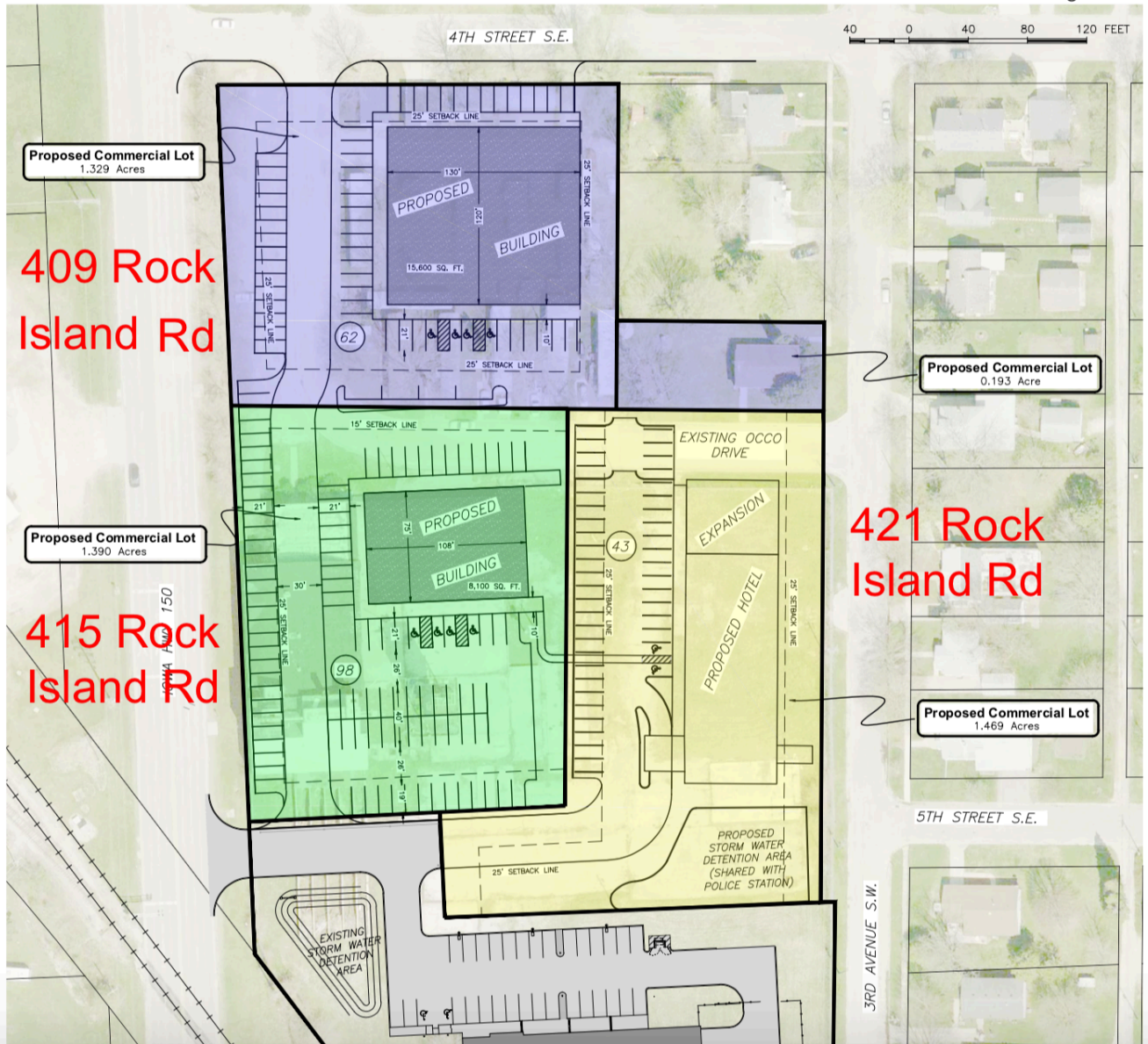
Exhibit A

"Property"

HIGHWAY 150 COMMERCIAL DEVELOPMENT
CITY OF OELWEIN, IOWA



40 0 40 80 120 FEET



Proposed Commercial Lot
1.329 Acres
**409 Rock
Island Rd**

Proposed Commercial Lot
1.390 Acres
**415 Rock
Island Rd**

Proposed Commercial Lot
0.193 Acre

**421 Rock
Island Rd**

Proposed Commercial Lot
1.469 Acres