SEALED BID REAL ESTATE AUCTION

Offering Memorandum:

For the Sale of: 379 +/- Acres,
Section 13, Township 146, Range 42W,
Mahnomen County
Bejou Township, MN

Sealed Bids Due: July 15, 2019 at 4:30 pm CDT

Top 3 Bidders Live Auction: July 17, 2019 at 2:00 pm CDT

Although all information furnished regarding the property for sale is from sources deemed reliable, such information has not been verified, and no express representation is made nor is any to be implied as to the accuracy thereof, and it is submitted subject to errors, omissions, prior sale, lease or financing, or withdrawal of notice. Seller reserves the right to accept or reject any bid at any time for any reason.

379 +/- Acres

NE1/4
SE1/4 Less 11 ac
+/-NE 1/4NW1/4
E3/4NW1/4NW1/4
Section 13
Bejou Township
Mahnomen County
Minnesota

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I. PROPERTY OVERVIEW

PROPERTY OVERVIEW:

Stacey Savig as Trustee of Trust B and Trust C of the Sorgaard Family Living Trust ("Seller") offers for sale at sealed bid auction a total of 379 +/- acres of property Mahnomen County, Minnesota per the Mahnomen County/Auditor Treasurer ("Property")

PROPERTY DESCRIPTION:

See attached legal descriptions and FSA reports.

TITLE:

Seller has marketable title to the Property which shall be conveyed to the winning bidder. Marketable title is the sole contingency ofthis sealed bid auction sale.

SIZE & LEGAL DESC:

The Property consists of 379+/- acres lying in Bejou Township, Mahnomen, County, Minnesota. It is identified by the Mahnomen County Auditor/Treasurer as Parcel #02-013-0100. No representation or warranty is made as to the total acreage included in the Property.

SALE INFORMATION:

The Property will be sold through a Sealed Bid Auction Sale, scheduled for July 15, 2019, with a deadline of 4:30 p.m. CDT. The three highest bidders will be notified and have the opportunity to increase their bids at a live auction at 2:00 p.m. CDT on July 17, 2019 at the D.A. Buehler Law, P.C. office located at 120 ½ 2nd St., Fosston, MN 56542.

The Seller reserves the right to accept or reject any bid for any reason and to waive any irregularities in the bidding. The Seller also reserves the right to accept any offers at any time before or after the bid opening. The Property will be sold "AS IS" without representation or warranty by Seller as to the suitability of the Property for any particular purpose. Bids involving any contingencies for financing, permitting or approvals of any kind will be deemed non-conforming and will be rejected. Announcements on the day of the auction take precedence over written material.

The full sale price will be due at closing on or before August 16, 2019 and no Seller financing or phased payments will be considered. Bids involving contingencies or financing will be deemed non- conforming and will be rejected.

To be considered conforming, bids must be submitted in the form of a completed Bid Submission form included in this Offering Memorandum. Bids must be received at office of D.A. Buehler Law, P.C. by the bid submission deadline of July 15, 2019 at 4:30pm CDT. The bid must be accompanied by an Initial Earnest Money Deposit check for $10,000.00 in the form of a bank draft or certified check made payable to D.A. Buehler Law, P.C. Trust Account. Checks from

unsuccessful bidders will be returned promptly following the execution of the Purchase Agreement with the winning bidder.

The successful bidder will be required to sign the Purchase Agreement in the form attached as Exhibit A to this Offering Memorandum by after the 2:00 pm live auction on July 17, 2019and make an Additional Earnest Money deposit in an amount equal to 10% of the Contract Sales Price, reduced by the Initial Earnest Money Deposit at that time.

This Additional Earnest Money Deposit shall be in the form of a bank draft or certified check or wire transfer payable to D.A. Buehler Law, Trust Account. No third-party checks will be accepted. The successful bidder will also be required to acknowledge and certify that the bidder has had the opportunity to inspect the Property and the informational documents provided.

Should any buyer enlist the services of a real estate broker, buyer will be solely responsible for such broker's compensation.

II. TERMS AND CONDITIONS OF SALE

The sale of the 379 +/- Acres lying in Section 13, Township 146, Range 42W, Mahnomen County, Bejou Township, MN will be conducted subject to the following terms and conditions:

1. The Sale will be conducted subject to a conforming bid by Seller. The Seller reserves the right toaccept or reject any bid for any or no reason and to waive any irregularities in the bidding.

2. To purchase the Property at the Sale, a bid offer must be acknowledged as the highest conforming bid and the high bidder must agree to be bound by all terms and conditions of the Purchase Agreement in the form attached as Exhibit A. Prospective bidders are advised to thoroughly review the Purchase Agreement prior to undertaking due-diligence review of the Property and to have all materials contained in the Offering Memorandum reviewed by an attorney prior to bidding. The Offering Memorandum may be supplemented or amended at any time prior to the Sale, with additional information that becomes available to Seller. Neither Seller, nor its employees, agents and contractors makes any representation or warranty regarding the accuracy or completeness of any information concerning the Property, including that contained in this Offering Memorandum and any exhibits and reports attached hereto. Bidders should rely solely on the results of their own investigation in structuring their bids.

3. To register, a bidder must:

   a) deliver to D.A. Buehler Law, P.C. a complete and executed Bid Form (enclosed in this Memorandum) on or before 4:30 pm CDT on July 15, 2019 via hard copy.

   b) confirm a bid price for theProperty.

   c) include a bank draft or certified check for $10,000.00 as an "Initial Earnest

Money Deposit", made payable to D.A. Buehler Law, P.C.

d) Bidder must provide evidence (from a third party) of their financial ability to consummate this transaction in the time frameprovided.

4. The three highest bidders will be notified and invited to participate in the 2:00 p.m. July 17, 2019 live auction. The high bidder at said live auction will be required to execute the Purchase Agreement included in this Offering Memorandum upon the close of the live auction. If a successful bidder refuses to execute the Purchase Agreement upon the close of said live auction, the Initial Earnest Money Deposit will be retained by Seller as liquidated damages. Seller will have no further obligation to such bidder with respect to the Property thereafter.

5. Upon execution of the Purchase Agreement, the successful bidder or bidders shall deliver to D.A. Buehler Law, P.C. a bank draft or certified check or wire transfer as an "Earnest Money Deposit" in an amount equal to ten percent (10%) of the Contract Sales Price, less the Initial Earnest Money Deposit. The closing of the sale will take place on or before August 16, 2019 ("Closing Date"). If, after executing the Purchase Agreement, a successful bidder refuses to take title by the Closing Date the Initial Earnest Money and the Earnest Money Deposit shall be retained by the Seller as liquidated damages. Seller will have no further obligation to such bidder with respect to the Property thereafter.

6. Evidence of authority to execute a Purchase Agreement must be presented at the time the Purchase Agreement is signed by the winning bidder, and such evidence must be satisfactory to Seller in its sole discretion.

7. All of the terms and conditions relating to the purchase of the Property are set forth in the Purchase Agreement. No changes should be proposed and no modifications will be made to the Purchase Agreement, and the winning bidder will be obligated to execute and deliver the Purchase Agreement as presented to the winning bidder by Seller. Provided, however, that Seller reserves the right to modify or amend the Purchase Agreement to identify the buyer, indicate the price and the relevant dates, as well as incorporate any other factual information not available at the time of this Offering Memorandum is issued, to attach appropriate exhibits, and to comply with the laws of the State of Minnesota, as may be enacted or amended from time to time.

8. By submitting a bid, the bidders each acknowledge that neither Seller, nor its representatives and none of the agents of the Seller or such representatives makes any express or implied representation or warranty as to the accuracy or completeness of any information in this Offering Memorandum or any of the Exhibits attached hereto and that each of the bidders agree that none of such persons shall have any liability to the bidders or any of their representatives relating to or arising from the use of any information or any errors therein or omissions therefrom. The bidders each also agree that the bidders are not entitled to rely on the accuracy or completeness of this information and that the bidders shall be entitled to rely solely on such representations and warranties may be made in any final Purchase Agreement relating to the proposed acquisition, subject to the terms and conditions of such Purchase Agreement.

9. By submitting a bid, the bidders each agree that until a final Purchase Agreement has been executed, neither Seller nor any of its agents are under any legal obligation and shall have no liability to any of the bidders of any nature whatsoever with respect to the proposed acquisition

by virtue of this Offering Memorandum or otherwise. The bidders each also acknowledge and agree that (i) Seller and its representatives may conduct the process that may or may not result in the proposed acquisition in such manner as they, in their sole discretion, may determine (including, without limitation, negotiating and entering into a final Purchase Agreement with any third party without notice to the bidders) and (ii) Seller reserves the right to change (in its sole discretion, at any time and without notice to the bidders) the procedures relating to the proposed acquisition (including, without limitation, terminating all further discussions with any of the bidders).

10. It is further understood and agreed that no failure of delay by the Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11. The Property will be sold by Seller "AS IS, where is, and with all faults". Seller will not make any warranties or representations whatsoever, express or implied, written or oral, with respect to the condition of the Property, including, without limitation, any warranties of habitability, suitability, merchantability, or fitness for a particular use or purpose; the soil conditions, drainage, topographical features or other conditions of the Property or which may affect the Property with respect to any particular use, development potential or otherwise; the area, size, shape, configuration, location, capacity, quantity, quality, value, condition, or composition of the Property; the nature or extent of title to the Property, or any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, contract, condition or otherwise that may affect title to the Property; any environmental, geological, meteorological, structural or other condition or hazard, or the absence thereof heretofore, now or hereafter affecting in any manner the Property, including, but not limited to, the absence of asbestos, mold, oil, or any environmentally hazardous substance or material on, in, under or adjacent to the Property, or any abutting or adjacent property; or the compliance of the Property or the operation or use of the Property with any laws, rules, ordinances or regulations or any governmental body including any environmental, zoning, land use law, ordinance or regulation.

12. Seller will convey fee simple title to the Property by Trustee's Deed, subject to (a) the terms of the Purchase Agreement and this Offering Memorandum, (b) taxes and assessments not yet due and payable, and (c) all encumbrances, easements, rights-of-way, leases, liens, licenses, reservations, conditions and all other matters which are of record, or which would be revealed by a physical inspection of the Property, as well as all standard printed exceptions to title and other matters set forth in the commitment for title insurance issued in connection with the Sale.

13. No commission will be paid by Seller to any party claiming to represent the Buyer of the Property. Should any buyer enlist the services of a real estate broker, the Buyer will be solely responsible for such broker's compensation, unless said broker is acknowledged in writing by auctioneer. By bidding, each bidder agrees to indemnify and hold harmless the Seller for any and all claims for compensation made by any person or entity in connection with the Sale.

14. Closing will take place on, or before, August 16, 2019.

15. The Seller may postpone or cancel the Sale or modify Sale terms and conditions, as provided in paragraph 9 above. In the event of a dispute among bidders, the Seller shall make

the sole and final decision to either accept the final bid or to re-offer and resell the Property. The Seller reserves the right to withdraw the Property for any reason before, at, or after the Sale, including the acceptance of an offer on the Property.

16. This Offering Memorandum is provided for informational purposes only and shall not constitute an offer to sell the Property.

17. The respective rights and obligations of the parties with respect to this Offering Memorandum, the Purchase Agreement and the conduct of the Sale shall be governed by and interpreted according to the laws of the State of Minnesota.

III. Bid Form: For the Sale of 379 +/- Ac. In Section 13, Township 146, Range 42W in Mahnomen County, Minnesota

Total Bid price for the Property $_____
(Do not submit per acre price)

Bidder Name or Entity	_____
Address	_____
	_____
City	_____
Telephone	_____
Fax	_____
Email Address	_____
Signature of Authorized Representative(s)	_____
Date	_____

In submitting this Bid, I/we agree to be bound by the Terms and Conditions of Sale outlined in the Offering Memorandum entitled "Offering Memorandum, including Seller's Purchase Agreement (Exhibit "A") accompanying the Offering Memorandum

For the Sale of: 379+/- Acres lying in Section 13, Township 146, Range 42W Mahnomen County, Minnesota, more particularly described by the Mahnomen County Auditor Treasurer as parcel # 02-013-0100.

To be deemed a conforming bid, this completed Bid Form must be returned to: D.A. Buehler Law, P.C., 120 2nd St. NW, Fosston, MN 56542 by July 15, 2019, with a deadline of 4:30 p.m. CDT.

Bids received after the deadline will be deemed non-conforming.

Exhibit A

Purchase Agreement

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on _____, 2019, by and between **STACEY SAVIG, AS TRUSTEE OF TRUST B (FAMILY TRUST) ESTABLISHED PURSUANT TO THE SORGAARD FAMILY TRUST DATED OCTOBER 18, 2002 and RESTATEMENT DATED JUNE 15, 2010 and ,** as to the ""B" Trust Property", as defined below, (the "B Trustee") and **STACEY SAVIG, AS TRUSTEE OF TRUST C (MARITAL TRUST) ESTABLISHED PURSUANT TO THE SORGAARD FAMILY TRUST DATED OCTOBER 18, 2002 and RESTATEMENT DATED JUNE 15, 2010 ,** as to the ""C" Trust Property", as defined below (the "C Trustee") (the B Trustee and C Trustee being collectively referred to herein as the "SELLER"), and _____ (BUYER).

2. OFFER/ACCEPTANCE. Buyer offers to purchase and Seller agrees to sell real property described as follows (the "Property"):

"B Trust Property":
The Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the East Half (E ½) of Section Thirteen (13), Township One Hundred Forty-six (146), North of Range Forty-two (42), West of the Fifth Principal Meridian, EXCEPT that part commencing at the centerline of a Public Road due south of the southwest corner of S ½ SE ¼; thence due north along the west line of the SW ¼ SE ¼ of said Section 13 a distance of 800 feet; thence due east a distance of 600 feet; thence due south a distance of 800 feet; thence due west 600 feet to the point of beginning.
Parcel No. 02.013.0100

AND

"C Trust Property":
The East Three Quarters of the Northwest Quarter of the Northwest Quarter (E ¾ NW ¼ NW ¼) of Section Thirteen (13), Township One Hundred Forty-six (146) North of Range Forty-two (42), West of the Fifth Principal Meridian.
Parcel No. 02.013.0100
(REVISED 7/3/2019)

3. ACCEPTANCE DEADLINE. The acceptance date of this Purchase Agreement is the date it is executed by the Seller.

4. PRICE AND TERMS. The purchase price for the Property shall be: _____ ($_____). An Initial Earnest Money Deposit has been paid by Buyer to D.A. Buehler Law, P.C. Trust Account ("Trust Account") and an additional earnest money deposit of $_____ payable to the Trust Account shall be delivered on the date hereof so that the total Earnest Money held by D.A. Buehler Law, P.C. shall be in the amount of $_____ (such total Earnest Money totaling 10% of the purchase price) and be held in the lawyer's trust account pending closing. The balance of the purchase price, together with all closing and related costs, shall be paid at closing in immediately available funds.

5. DEED/MARKETABLE TITLE. Upon performance by Buyer, Seller shall execute and deliver a Trustee's Deed, conveying marketable title to the Property, subject to:

A. Building and zoning laws, ordinances, state and federal regulations.
B. Restrictions relating to use or improvement of the property without effective forfeiture provisions.
C. Reservation of any mineral rights.
D. Taxes for the then current tax year that are not due and payable on the date of the delivery of the deed,
E. Easements, restrictions including but not limited to any Indian related restrictions, reservations, covenants, roadways and rights-of-ways of record.
F. Lease Agreement running through 2019.

6. ESTATE TAXES AND SPECIAL ASSESSMENTS. Real Estate taxes payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing.

7. CLOSING COSTS. Seller shall pay for the deed preparation and deed tax and ½ of the settlement fee, Buyer shall pay all of the remaining expenses associated with closing this transaction, to include, but not be limited to abstract updates, and closing/settlement fees.

8. SELLER'S REPRESENTATIONS.

A. WELL DISCLOSURE. Seller has no knowledge of any wells on the Property and will so certify on the Trustee's Deed to be delivered at closing.

B. SEWAGE TREATMENT SYSTEM DISCLOSURE. To Seller's knowledge there is no individual sewage treatment system on the Property

C. METHAMPHETAMINE DISCLOSURE. To Seller's knowledge, methamphetamine production has not occurred on the Property.

D. "AS-IS". Except as otherwise expressly stated herein, the condition of the Property is "AS-IS" and the Seller makes no other representations or warranties with respect to its condition.

9. ACCESS PRIOR TO CLOSING. By this Purchase Agreement, Buyer does not acquire any right of possession of the Property nor does Buyer acquire any right of entry, license, or easement. Seller will consent to a case-by-case right of entry for Buyer and/or Buyer's agents, surveyors, engineers, and site evaluators for testing, measuring, evaluating provided the following conditions are met:
A. There shall be no crop or tree damage.
B. There shall be no excavating or earth-moving and no tree removal.
C. Buyer's independent contractors shall, prior to entry on the Property, deliver to Seller proof independent contract with Buyer and waiver of lien rights in a form satisfactory to Seller. Buyer shall indemnify and hold Seller harmless from any and all liens, claims, liabilities or charges incurred or caused by Buyer or Buyer's agents or contractors, which indemnity shall include any lawyer's fees, costs or disbursement incurred by Seller in any defense thereof.

10. RIGHT AND DUTY OF INSPECTION. Buyer shall have the right and duty to inspect the Property or have it inspected by a person of Buyer's choice, at Buyer's expense.

11. EXAMINATION OF TITLE. Within a reasonable time after acceptance of this Purchase Agreement, Seller

shall provide Buyer with Abstracts of Title, and/or a forty year title teports for review. Buyer shall have twenty (20) business days after receipt of the Abstracts of Title to have said Abstracts updated and certified and to have Buyer's attorney examine the title and provide Seller with written objections. The Abstracts shall be promptly returned to Seller upon completion of review.

12. TITLE CORRECTIONS AND REMEDIES. Seller shall have sixty (60) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the sixty (60) day period by curing such written title objections. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice of intention to make title marketable is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

B. If Seller does not give notice of intention to make title marketable, or if notice is given but the sixty (60) day period expires without title being made marketable due, Buyer may:

1. Proceed to closing and accept the Property subject to any objections, which such closing shall effect a full waiver of all Buyer objections and remedies, or

2. Rescind this Purchase Agreement by notice, in which case the Purchase Agreement shall be null and void (except as to Buyer's indemnification obligation provided for in Paragraph 13 hereof, which such indemnification obligation shall survive the termination hereof) and all earnest money paid hereunder shall be refunded to Buyer;

C. If the Buyer shall fail to fulfill Buyer's obligations hereunder, to include, but not be limited to, closing the purchase contemplated herein, then all earnest money shall be retained by Seller as liquidated damages and this Purchase Agreement shall be null and void (except as to Buyer's indemnification obligation provided for in Paragraph 13 hereof, which such indemnification obligation shall survive the termination hereof).

13. TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS PURCHASE AGREEMENT.

14. CLOSING. Closing shall be at a mutually agreeable location. Unless otherwise agreed upon in writing, the DATE OF CLOSE, shall be on or before August 16, 2019.

15. POSSESSION. Seller shall deliver possession of the property following the current tenant's removal of his 2019 crop.

16. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and if mailed, are effective as of the date of mailing.
A copy of all notices shall be mailed to attorney, David A. Buehler, 120 ½ Second Street NW, P.O. Box 85, Fosston, MN 56542

17. MINNESOTA LAW. This Agreement shall be governed by the laws of the State of

Minnesota.

18. MISCELLANEOUS PROVISIONS.

The Property is subject of a farm lease running through 2019 and Buyer takes the Property subject to tenant's rights thereunder.

All rents payable pursuant to said farm lease, including those to be paid after Closing shall be paid to Seller.

No representation or warranty is made as to the total acreage included in the Property.

The undersigned agrees to sell the property for the price and terms and conditions set forth above.

Dated: July 17, 2019

Seller: _____
Stacey Savig, As Trustee Of Trust B (Family Trust)
Established Pursuant To The Sorgaard Family Trust
Dated October 18, 2002 And Restatement Dated June 15, 2010

Seller: _____
Stacey Savig, As Trustee Of Trust C (Marital Trust)
Established Pursuant To The Sorgaard Family Trust
Dated October 18, 2002 And Restatement Dated June 15, 2010

The undersigned agrees to purchase the property for the price and terms and conditions set forth above.

Date: July 17, 2019.

Buyer: _____
Print:_____

This purchase agreement was prepared by:
David A. Buehler
D.A. Buehler Law, P.C.
120 ½ 2nd Street NW
PO Box 85
Fosston, MN 56542
(218)435-1900

EXHIBIT B

FSA Maps

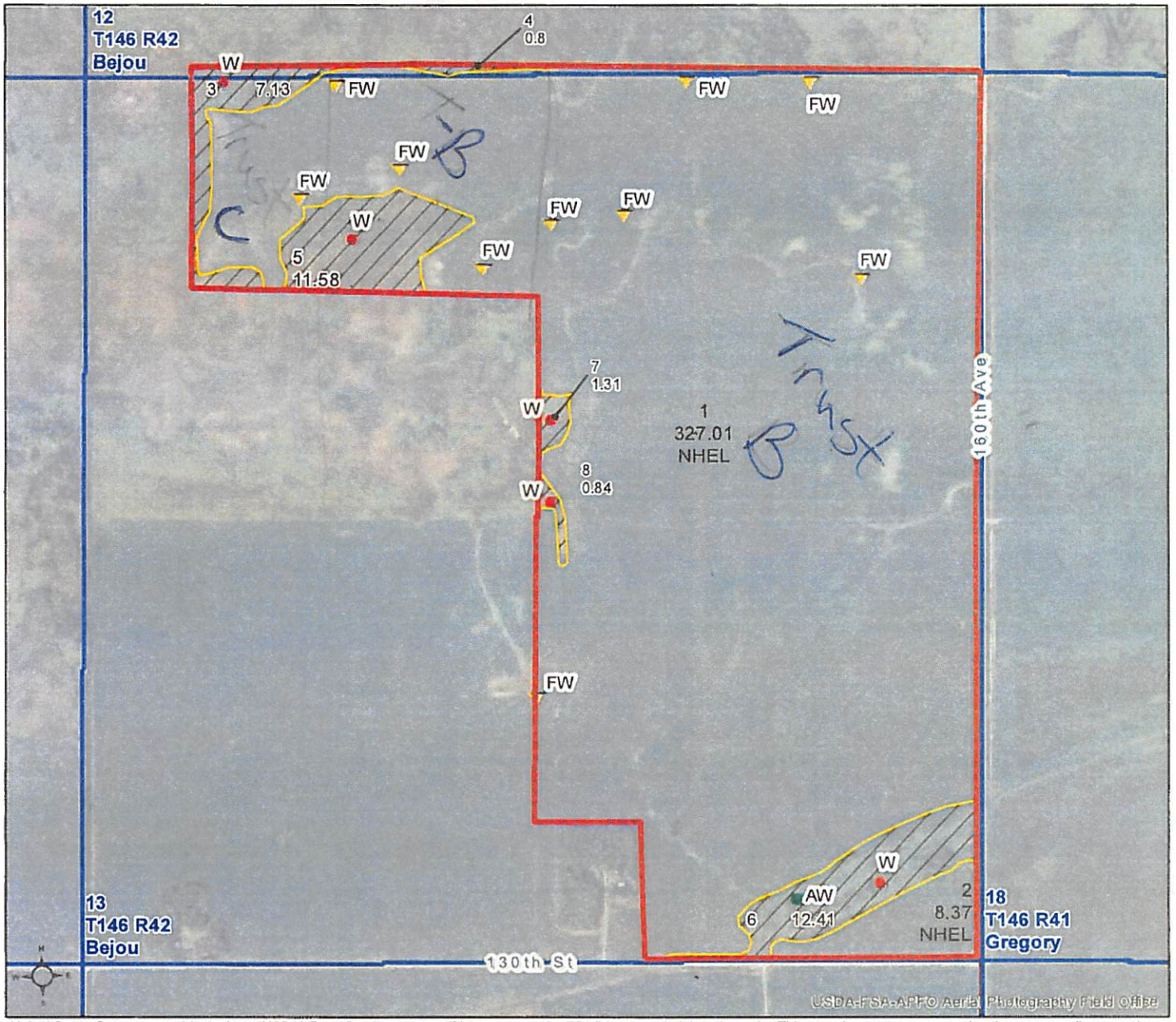
United States Department of Agriculture

Mahnomen County, Minnesota

Farm 3406

Tract 2732

2019 Program Year



Map Created August 23, 2018

0 370 740 1,480 Feet

Unless otherwise noted:
Shares are 100% operator
Crops are non-irrigated
Corn = yellow for grain
Soybeans = common soybeans for grain
Wheat = HRS, HRW = Grain
Sunflower = Oil, Non-Oil = Grain
Oats and Barley = Spring for grain
Rye = for grain
Peas = process
Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
Beans = Dry Edible
NAG = for GZ
Canola = Spring for seed

Common Land Unit

- Non_Cropland
- Cropland
- Tract Boundary
- PLSS

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 335.38 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided d from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2017 NAIP Imagery.

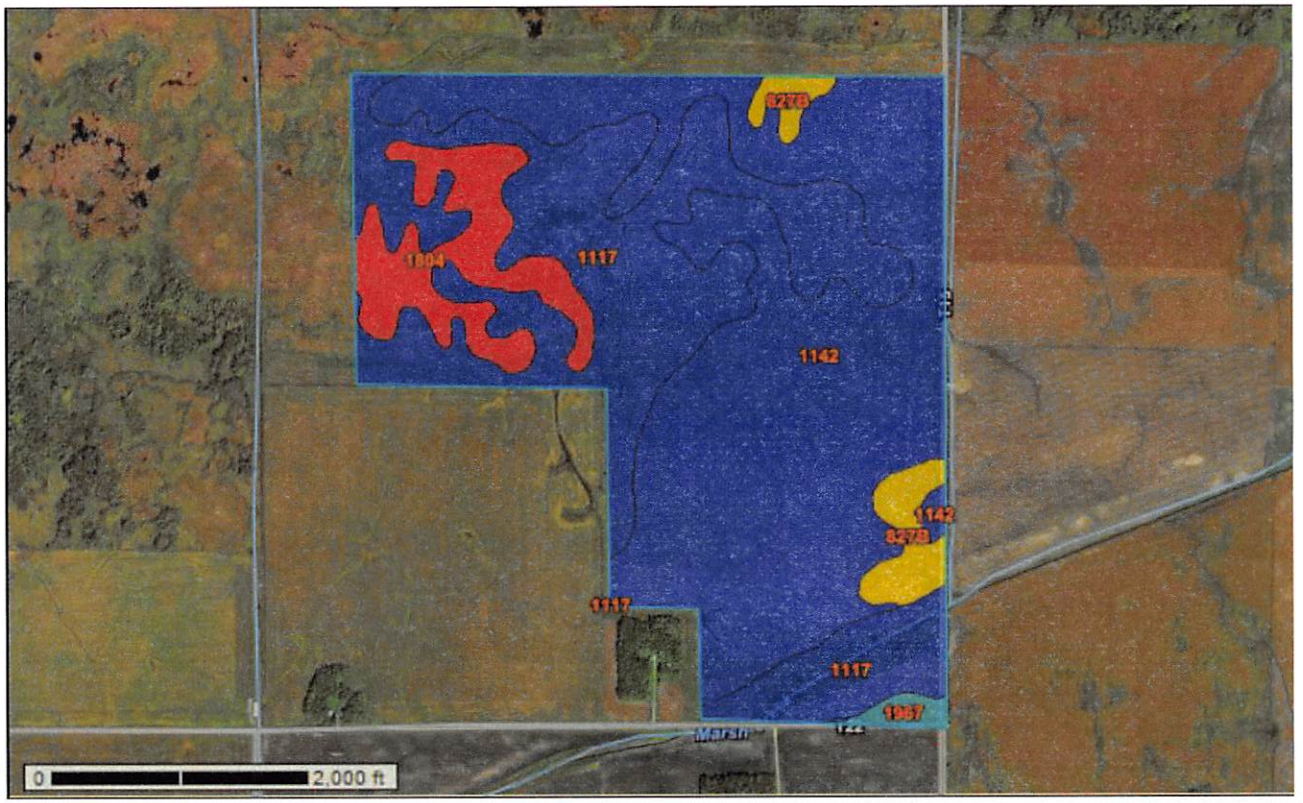

827B
1804
1117
1142
1142
827B
1117
1117
1967
Marsh
0
2,000 ft

EXHIBIT C

LEGAL DESCRIPTION
Revised 7/3/2019

"B Trust Property":
The Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the East Half (E ½) of Section Thirteen (13), Township One Hundred Forty-six (146), North of Range Forty-two (42), West of the Fifth Principal Meridian, EXCEPT that part commencing at the centerline of a Public Road due south of the southwest corner of S ½ SE ¼; thence due north along the west line of the SW ¼ SE ¼ of said Section 13 a distance of 800 feet; thence due east a distance of 600 feet; thence due south a distance of 800 feet; thence due west 600 feet to the point of beginning.
Parcel No. 02.013.0100

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