

**ANTENUPTIAL AGREEMENT  
OF  
BRADY R. MEYER AND COURTNEY E. NEUBARTH**

THIS AGREEMENT is made this 13<sup>th</sup> day of April, 2021, by and between BRADY R. MEYER (hereinafter referred to as "Brady") and COURTNEY E. NEUBARTH (hereinafter referred to as "Courtney").

**WITNESSETH:**

**WHEREAS** the parties are unmarried; and

**WHEREAS** the parties intend and contemplate entering into a marriage relationship with each other on or about August 28, 2021; and

**WHEREAS** the parties desire by this Agreement to settle, fix and determine their respective rights in and to any and all property and estate owned by the parties, or either of them, whether such property or estate was owned prior to their prospective marriage or is subsequently acquired during their prospective marriage; and

**WHEREAS** the making of this Agreement is a condition precedent to the solemnization of the marriage of the parties;

**NOW, THEREFORE**, in consideration of the contemplated marriage between the parties and the mutual promises contained in this Agreement, and with the intent to be legally and equitably bound by the provisions hereof, the parties hereby agree as follows:

**ARTICLE 1.**

**Earnings, Assets and Liabilities**

**1.1) Brady's Financial Disclosure.** Brady represents that **Exhibit A** attached hereto and made a part hereof by reference substantially sets forth the assets of Brady's present estate; that all of the statements contained in **Exhibit A** are true and correct to the best of Brady's knowledge and belief although, with respect to the values assigned to the assets set forth in **Exhibit A**, such values represent Brady's best estimate of the current fair market value of such assets, and such assets have not been formally appraised for purposes of this Agreement; that Brady's estimated annual income is set forth in **Exhibit A**; that such assets and income have been fully disclosed to Courtney; and that Brady has no current liabilities other than ordinary current bills and liabilities for income taxes and the like, except as appears on the face of **Exhibit A**. Courtney acknowledges that Courtney has had a full and fair opportunity to investigate Brady's assets and represents that Courtney has determined Brady's disclosures to be adequate.

**1.2) Courtney's Financial Disclosure.** Courtney represents that **Exhibit B** attached hereto and made a part hereof substantially sets forth the assets of Courtney's present estate; that all of the statements contained in **Exhibit B** are true and correct to the best of Courtney's knowledge and belief although, with respect to the values assigned to the assets set forth in **Exhibit B**, such values represent Courtney's best estimate of the current fair market value of such assets, and such interests have not been formally appraised for purposes of this Agreement; that Courtney's estimated annual income is set forth in **Exhibit B**; that such assets and income have been fully disclosed to Brady; and that Courtney has no current liabilities other than ordinary current bills and liabilities for income taxes and the like except as appears on the face of **Exhibit B**. Brady acknowledges that Brady has had a full and fair opportunity to investigate Courtney's assets and represents that Brady has determined Courtney's disclosures to be adequate.

## ARTICLE 2.

### Legal Advice to the Parties, Voluntary Consent

**2.1) Legal Advice to Brady.** Brady has consulted and been advised by Jason Kohlmeyer, Kohlmeyer Hagen, Law Office Chtd. Brady has been fully advised by his attorney of the following:

- (01) Brady has been advised of the rights Brady would have under the laws of Minnesota with respect to Courtney's property in the event of the death of Courtney during the parties' marriage if this Agreement had not been made.
- (02) Brady has also been separately advised as to Brady's rights if this Agreement had not been made in the event of the termination of the marriage by dissolution, divorce, or annulment, including, but not limited to, the rights to support, maintenance and an equitable division of property.
- (03) Brady has also been advised that in the absence of this Agreement Brady would potentially have or acquire other rights granted to spouses under the laws of other states and countries in which the parties may reside or own property, such as community property rights, and that such rights will be limited or forfeited by this Agreement.
- (04) Brady has been advised of the rights Brady and Courtney would have to each other's property, if any, by reason of their relationship if they were to continue such relationship without marrying, and Brady understands that the making of this Agreement is a condition precedent to the solemnization of the marriage of the parties.

**2.2) Legal Advice to Courtney.** Courtney has consulted and been advised by MICHAEL M. GAVIN of Gavin, Janssen & Stebenow, Ltd. Courtney has been fully advised by Courtney's attorney of the following:

- (01) Courtney has been advised of the rights Courtney would have under the laws of Minnesota with respect to Brady's property in the event of the death of Brady during the parties' marriage if this Agreement had not been made.
- (02) Courtney has also been separately advised as to Courtney's rights if this Agreement had not been made in the event of the termination of the marriage by dissolution, divorce, or annulment, including, but not limited to, the rights to support, maintenance, and an equitable division of property.
- (03) Courtney has also been advised that in the absence of this Agreement Courtney would potentially have or acquire other rights granted to spouses under the laws of other states and countries in which the parties may reside or own property, such as community property rights, and that such rights will be limited or forfeited by this Agreement.
- (04) Courtney has been advised of the rights Courtney and Brady would have to each other's property, if any, by reason of their relationship if they were to continue such relationship without marrying, and Courtney understands that the making of this Agreement is a condition precedent to the solemnization of the marriage of the parties.

**2.3) Voluntary Consent.** Each party certifies that he or she has read this Agreement in its entirety and has been informed as to the facts and law relating to the subject matter of this Agreement. In addition, each party states that he or she understands this Agreement, the legal effect this Agreement has on his or her property rights, and the legal effect this Agreement has on the respective rights and obligations of the other party. Each party certifies that he or she has entered into this Agreement free from duress, fraud, undue influence, coercion, or misrepresentation of any kind and after having given it careful consideration. Furthermore, the parties acknowledge that although this Agreement may be signed shortly before the marriage of the parties, the Agreement has been negotiated by the parties and their respective independent counsel and that each party has had full opportunity to investigate the information provided by the other party, as well as explore the various options available to each party under this Agreement and state law. As a result, the parties will sign this Agreement with complete knowledge and understanding of their respective rights and situations, and both parties acknowledge their willingness to enter into this Agreement.

**2.4) Consideration.** Each party acknowledges and agrees that this Agreement is supported by adequate consideration. Specifically, the parties acknowledge and agree:

- (01) That entering into this Agreement is a condition of the parties' marriage, and that each party's agreement to marry the other party constitutes consideration for the other party's agreements, obligations, and waivers of rights under this Agreement.
- (02) Each party specifically represents that such party has determined that this Agreement is supported by adequate consideration and provides adequately for him or her in the event of the termination of the parties' marriage by dissolution,

annulment, legal separation or the other party's death, even though it may result in such party receiving far less than he or she would be entitled to if the parties married without signing this Agreement, and that the other party has been induced to enter into this Agreement and to marry such party based on this representation.

### ARTICLE 3.

#### Classification of Property

**3.1) No Marital Property.** The parties agree that no property now owned or hereafter acquired by either party (including property acquired during the marriage contemplated hereby) shall be deemed to be marital property under the laws of Minnesota or any other jurisdiction, regardless of how such property is titled, and regardless of whether the amount or value of such property increases as the direct or indirect result of the personal efforts, skills or services of the party owning such property or the other party. Neither party shall acquire any interest in the property of the other by reason of the parties' marriage.

**3.2) Income, Appreciation, Sale Proceeds.** The parties agree that all their respective property shall remain separate, non-marital property as though no marriage had taken place. Without limiting the generality of the foregoing, each party's separate, non-marital property shall include:

- (01) Property, whether real, personal or mixed, acquired by a party before the marriage now contemplated, including all property interests described on the attached **Exhibits A and B**, and specifically including Brady's interest in the real property legal described on the attached **Exhibit A** (the "Farmland") and Brady's interests in MEYER FARMS OF GAYLORD LLC and MEYER LAND COMPANY LLC (such entities and any successors to or affiliates of such entities are referred to in this Agreement as the "Meyer Family Entities"). The Farmland and the Meyer Family Entities are collectively referred to in this Agreement as "Meyer Family Property."
- (02) Income earned by such party during the marriage, specifically including wages, salaries, retirement account contributions and other compensation, and all property acquired with such earned income.
- (03) All property received by such party as a gift, inheritance, trust distribution, or other gratuitous transfer, regardless of whether the property so transferred constitutes income or principal under applicable tax laws or state property laws. For purposes of this Agreement such property shall specifically include any additional interests in Meyer Family Entities received by Brady during the marriage as a gift, inheritance, trust distribution or other gratuitous transfer.
- (04) Property, whether real, personal, or mixed, acquired by such party in exchange for or through the reinvestment of the proceeds from the sale or other disposition of

property which (a) is defined as non-marital property in any of the preceding provisions of this Agreement, or (b) was previously acquired as the result of an exchange or the reinvestment of the proceeds from the sale or other disposition of property which is defined as non-marital property in this Agreement.

- (05) All income, dividends, rents, royalties, commission, stock splits and other earnings from property defined as non-marital property in the preceding provisions of this Agreement and any property, whether real, personal, or mixed, acquired by such party with any such income, regardless of whether such income is attributable to the skills or personal efforts of the party owning such property, the other party or both of the parties.
- (06) Any increase in the value of property defined as non-marital property in the preceding provisions of this Agreement, regardless of whether such increase in value is attributable to the skills or personal efforts of the party owning such property, the other party or both of the parties.

**3.3) Commingling of Property.** The commingling of either party's property with the other party's property shall not change the character of the property, such commingled property retaining its character and nature as separate, non-marital property of the respective parties so long as it is separately identifiable or traceable. If such property or funds ceases to be separately identifiable or traceable, the commingled property or funds shall be deemed to and shall constitute the separate, non-marital property of the parties in the proportion that the values of the respective commingled properties bore to one another as of the last date that such properties were separately identifiable or traceable.

**3.4) Labors for the Benefit of Other Party's Property.** The parties foresee the possibility of assisting one another in the investment and management of their respective property. The parties agree that the personal services, skill, time, effort, or work (collectively, "Labors") of one party for the benefit of the other party's property will not give rise to any claim or right to compensation, nor will the non-owner party be entitled to reimbursement for his or her Labors. Neither party will have any right or claim to any rents, issues, profits, appreciation, royalties, commission, or income of the other party's property as a result of his or her Labors on behalf of the other party's property.

**3.5) Residence Expenses.** The parties anticipate that while they both reside in a residence owned by one or both parties, both of them may make financial contributions toward the maintenance of such residence, and the parties agree that neither party shall acquire any interest in a residence owned by the other party by reason of such contributions. Notwithstanding the foregoing, neither party shall have any obligation to make financial or other contributions toward the maintenance or capital improvement of a residence owned by the other party.

**3.6) Execution of Deeds, Etc.** The parties agree that no marital property or community property will be created during the marriage contemplated hereby, including if either party, as a spouse, should agree to execute documents such as a deed or other document of conveyance, financing, or creation of ownership. Notwithstanding the provisions of this Agreement (which

should have the effect of obviating the necessity of either party in joining in instruments of conveyance, mortgages, deeds of trust, pledges, assignments, or other instruments involving the property of the other party), it is nevertheless recognized that third parties dealing with either party may request and require the signature and acknowledgment of the other party on a properly executed and acknowledged instrument releasing or disclaiming any right, title, or interest in and to the property of the other. Accordingly, it is agreed that the act of one party hereto in joining with the other in the execution of such instrument pertaining to the property of the other shall not be interpreted or have any effect in changing the status of the ownership of that property or to give to any party any right, title, claim or interest therein not previously or otherwise held or owned; and the act of either party in joining in the execution of any such instrument shall not change or alter the agreements of the parties as contained herein. Notwithstanding any provision in this Agreement to the contrary, neither party shall be required to execute a mortgage deed, financing or loan agreement, personal guaranty or any other agreement, document, or instrument of the other that would have the effect of increasing his or her exposure to the liabilities, debts or obligations of the other.

#### **ARTICLE 4.**

##### **Rights During Marriage**

**4.1) Control of Property.** The parties agree that during the marriage of the parties and while this Agreement is in effect:

- (01) Neither party shall acquire by reason of the marriage for himself or herself, his or her heirs, assigns or creditors, any interest in, or right to control, property of the other party.
- (02) Property of one party shall be subject to such party's exclusive control and use. Each party shall have the right to encumber and dispose of any of such party's property upon his or her sole signature.

**4.2) Liabilities.** Neither party shall be responsible for nor obligated to pay any liability incurred by the other, except for support obligations required under applicable law. Property of one party shall remain free from any encumbrance resulting from liabilities of the other. If either party is required by law to pay a liability of the other (including any liability relating to a support obligation), such other party shall indemnify and reimburse the payor party. The parties further agree that if the Court should find that any portion of this document is unenforceable, this paragraph shall also be unenforceable.

**4.3) Support.** Each party, while the parties are married and living together, shall have the obligations conferred upon each of them by the law applicable in the jurisdiction of the parties' domicile to support the other, subject to the right of each party to be indemnified and reimbursed by the other in accordance with the preceding provisions of this Agreement.

**4.4) Income and Gift Tax.** In the case of joint income tax returns or gift tax returns in

which one party reports gifts of the other, each party shall contribute to the payment of taxes and professional fees based on the relative taxable income or taxable gifts realized or made by each of them. A party whose income or gifts are so reported shall be entitled to any refunds relating thereto and shall have sole control over all decisions, questions, audits, controversies or litigation relating thereto; provided, however, such party shall indemnify and hold harmless the other party from and against any liability with respect to such matters; and provided further, the foregoing provisions shall not obligate or require either party to file a joint income tax return or to consent to gift splitting, but if such a return is in fact filed, each party shall cooperate fully to enable the party whose income or gifts are so reported to have full control over such reporting and over any matters related thereto, including the execution of such waivers of the statute of limitations, appointment of agents and attorneys, execution of protests, petitions to the Tax Court, or complaints in District Court, as may be necessary or desirable in the sole judgment of the party whose income or gifts are so reported. The obligations of the parties under this provision shall be binding on the parties and their respective successors and legal representatives.

## ARTICLE 5.

### Rights Upon Dissolution

**5.1) Separation Agreement.** Brady and Courtney agree that in the event of the termination of the marriage now contemplated by dissolution, annulment, or legal separation, in which case this Agreement shall constitute a written separation agreement between the parties, the parties shall be bound by this Agreement the same as if it were executed contemporaneously with an incident to such termination or separation.

**5.2) Retention of Property.** Each party waives any claim to any part of or interest in the property now owned or hereafter acquired by the other, it being the intention and agreement of the parties (a) that any property acquired by either party which would constitute marital property or community property under applicable law in the absence of this Agreement shall be excluded in the division of property under this Agreement and (b) that the parties desire to and do hereby waive any right or claim they might otherwise have to any portion of each other's property in the absence of this Agreement. Specifically, but without intending any limitation, the parties agree that neither party shall have a right to claim a share of the property of the other party to avoid unfair hardship pursuant to the law of Minnesota or any other jurisdiction.

**5.3) Property Settlement from Brady's Non-Marital Property.** The parties agree that in the event of termination of the parties' marriage by dissolution or annulment, Brady shall pay to Courtney, as a property settlement and not as spousal maintenance or alimony (the "Property Settlement") not to exceed the total sum of fifty thousand dollars (\$50,000), as set forth in the following table:

Number of Whole Years of Marriage as of Petition Date	Property Settlement Amount
Less than 1 year	\$0
1 year, but less than 2 years	\$0
2 years, but less than 3 years	\$5,000
3 years, but less than 4 years	\$15,000
4 years, but less than 5 years	\$25,000
5 years, but less than 6 years	\$25,000
6 years, but less than 7 years	\$35,000
7 years, but less than 8 years	\$35,000
8 years, but less than 9 years	\$45,000
9 years, but less than 10 years	\$45,000
10 years or more	\$50,000

Under no circumstance shall the Property Settlement exceed the total sum of fifty thousand dollars (\$50,000). Courtney hereby waives any and all right to request, demand or claim any additional Property Settlement from Brady. Courtney makes this waiver in consideration of the mutual agreements contained in this Agreement and acknowledges the waiver is fair and equitable.

**5.4) Maintenance.** The parties agree that neither party shall be entitled to permanent or temporary alimony, support, or maintenance. The parties agree this is based upon the parties age, ability to work and the consideration of the payment contained in Section 5.3.

**5.5) Residences.** The following provisions shall apply to residences personally used by the parties during the marriage (including any residence held as an asset of a Meyer Family Entity):

- (01) Subject to the following subsection 5.5(02), each party agrees that such party shall vacate all residences owned by the other party (or by a Meyer Family Entity) within 30 days after the date any proceeding for dissolution of marriage or legal separation is commenced by either or both parties.

**5.6) Costs and Fees.** If Courtney does not challenge the enforceability of any portion of this Agreement, Brady shall pay up to \$2,500 of the attorney fees and/or costs actually incurred by Courtney in connection with the dissolution or annulment of the parties' marriage. Except as provided in the immediately preceding sentence of this Section 5.6, and subject to any award to either party of bad faith attorney's fees (for actions of the other party which the court determines unreasonably to contribute to the length or expense of the proceedings), the parties agree that each party shall bear his or her own legal fees, costs and related expenses incurred in connection with dissolution or annulment of the parties' marriage. Specifically, the parties agree that neither party shall pay any fees or other costs or disbursements incurred by the other party or the other party's attorneys.

**5.7) Child Support.** The parties acknowledge that the right of either party to seek or receive child support is not affected by this Agreement.

## ARTICLE 6.

### Rights Upon Death

**6.1) Other Assets.** This Agreement shall not affect either party's inheritance rights with respect to property other than Meyer Family Property; provided, however, if either party dies while proceedings for the dissolution or annulment of the parties' marriage or for their legal separation are pending, this Agreement shall be interpreted and the parties' property shall be divided as though the dissolution of the parties' marriage had been completed immediately prior to such party's death, pursuant to the preceding Article 5.

**6.2) Unused Estate Tax Exclusion Amount.** The parties agree that if one party dies during the marriage (regardless of whether dissolution, annulment or legal separation proceedings are pending), the personal representative of the deceased party's estate will, at the surviving party's request, timely file any and all documents necessary to make the election provided in Section 2010(c)(5) of the Internal Revenue Code, or any similar or corresponding law, for the deceased spousal unused exclusion amount with respect to the deceased party's estate to be available to be taken into account by the surviving party and such party's estate (the "Election"). Said documents may include, but are not necessarily limited to, a federal estate tax return for the deceased party's estate even if one would not otherwise be required. If the surviving party requests that the Election be made and the deceased party's estate would otherwise not be required to file a federal estate tax return or other necessary documents in order to make the Election (the "Return"), the surviving party shall make the arrangements for the preparation of the Return and pay the cost of preparing the Return and all other costs incurred in connection with the Election. The deceased party's personal representative shall fully cooperate with the preparation, execution and filing of the documents constituting the Return and shall promptly furnish all documents and information as shall be reasonably requested for that purpose.

**6.3) Enforcement.** The foregoing provisions shall constitute a contract to make a will or devise pursuant to Minnesota Statutes, Section 524.2-514 and shall be specifically enforceable against either party's probate or non-probate estate; provided, however, the failure by either party to make a will or other non-testamentary devise to the other party in accordance with the foregoing provisions shall not cause any other portion of this Agreement to fail, be set aside, or otherwise be deemed invalid and shall not entitle such party to any interest in the other party's probate or non-probate estate above or beyond the amounts and provisions provided for such party's benefit in the preceding provisions.

## ARTICLE 7.

### Facilitation of Agreement

**7.1) Further Undertakings.** Each party agrees that upon the request of the other party or of his or her heirs, legal representatives, assigns or devisees, he or she will:

- (01) Execute and acknowledge any instrument concerning any property of the other to evidence the release of his or her rights in such property or to allow the other party to convey such party's non-marital property;
- (02) Execute and acknowledge any instrument that may be desirable or necessary to transfer an interest in the property of the other acquired under a community property law to the persons entitled to the property in accordance with this Agreement;
- (03) Execute a consent to any will or trust that does not conflict with this Agreement;
- (04) Execute and acknowledge any consent to the designation of death beneficiaries or to methods of payment under pension, profit sharing or other retirement plans that does not conflict with this Agreement; and
- (05) Execute and acknowledge a written disclaimer of such party's beneficial interest in a trust created by an ancestor or issue of an ancestor of the other party.

## **ARTICLE 8.**

### **Construction of Agreement**

**8.1) General Provisions, Severability, Amendment.** The parties agree that the following provisions shall govern the interpretation and enforcement of this Agreement:

- (01) This Agreement shall become effective only on the solemnization of the parties' marriage;
- (02) If any part of this Agreement is held unenforceable, the remaining parts of this Agreement shall remain enforceable;
- (03) No failure of a party to enforce any part of this Agreement shall affect either party's right to enforce any part of this Agreement, and no waiver of a breach of any part of this Agreement shall waive any succeeding breach of any part of this Agreement;
- (04) The parties recognize the possibility that each of them may, from time to time, act in such a way and engage in such conduct as to lead the other to believe that he or she intends to alter or amend the terms of this Agreement. Nonetheless, each party specifically agrees and understands that any conduct or statements which are contrary to the terms or purposes of this Agreement shall not be binding and shall be of no force and effect, regardless of whatever inference the other party may draw from such conduct or statements. The parties agree that the terms and provisions of this Agreement shall be subject to modification and amendment (including a complete and superseding amendment or revocation or termination of this Agreement) only

by mutual postnuptial agreement made in accordance with Minnesota law;

- (05) If during their marriage the parties are residents of, or own property situated in, any jurisdiction other than Minnesota, their interests and rights in such property shall, notwithstanding the law of such jurisdiction, be determined under this Agreement pursuant to the laws of the State of Minnesota;
- (06) Inaccuracies in **Exhibit A** and **Exhibit B** to this Agreement are contemplated by both parties and shall not affect the enforceability of this Agreement; and
- (07) This Agreement and the exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and there have been no promises, representations, warranties, or undertakings by either party to the other, oral, or written, of any character or nature, except as set forth herein.

## ARTICLE 9.

### Expectations of Parties

**9.1) Changes in Circumstances.** Brady and Courtney acknowledge that they have thoroughly explored and discussed with each other and with their respective attorneys the substantive fairness of the foregoing provisions of this Agreement with respect to the rights and claims of each of them in the event of the dissolution of the marriage now contemplated or their legal separation and in the event of either party's death. They have taken into consideration the circumstances as they now exist and the reasonable expectations of each of the parties as to the effect of this Agreement in the event such circumstances change. Specifically, but without intending any limitation, the parties agree that the following circumstances are within their reasonable expectations:

- (01) The parties may have one or more children together.
- (02) The discrepancies between the value of Brady's property and the value of Courtney's property, and between Brady's income and Courtney's income, may increase significantly during the marriage.
- (03) Either party may reduce such party's work schedule or cease working altogether during the marriage. Even if both parties continue working, a party may increase his or her reliance on the other party's income and assets to fund his or her standard of living during the marriage.
- (04) The amount a party will receive pursuant to this Agreement upon a termination of the marriage may not be sufficient to allow such party to maintain the standard of living he or she will enjoy during the marriage.
- (05) Either party's mental or physical health may deteriorate during the parties'

marriage, which may increase such party's financial needs and adversely affect such party's ability to maintain his or her accustomed standard of living.

**9.2) Substantive Fairness.** After consideration of all factors which they consider pertinent, Brady and Courtney agree that the provisions of this Agreement are not only fair and reasonable at the present time, but they have every reason to expect that such provisions will be fair and reasonable in the event of the dissolution or annulment of the marriage now contemplated or a legal separation, or upon either party's death, even if their present circumstances change.

**9.3) Procedural Fairness.** As noted above in Articles 1 and 2, (a) each party has made full and fair disclosure to the other party of the disclosing party's assets, liabilities, and income, and (b) each party has had the opportunity to consult with and has in fact consulted with an independent attorney with regard to the effect of this Agreement.

## **ARTICLE 10.**

### **Governing Law**

**10.1) Minnesota Law.** The validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and this Agreement shall be binding on and enforceable by the parties and their respective heirs, legal representatives, assignees, and devisees in accordance with Minnesota law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

In the Presence of:

Mindy Semke  
Erica Schubert

Brady Meyer  
Brady R. Meyer

Mindy Semke  
Erica Schubert

Courtney Neubarth  
Courtney E. Neubarth

STATE OF MINNESOTA )  
COUNTY OF McLeod ) ss.

On this 13th day of April, 2021, before me, a notary public within and for said county, personally appeared BRADY R. MEYER, to me known to be one of the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

[Signature]  
Notary Public



STATE OF MINNESOTA )  
COUNTY OF McLeod ) ss.

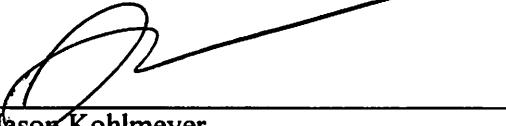
On this 13th day of April, 2021, before me, a notary public within and for said county, personally appeared COURTNEY E. NEUBARTH, to me known to be one of the persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

[Signature]  
Notary Public

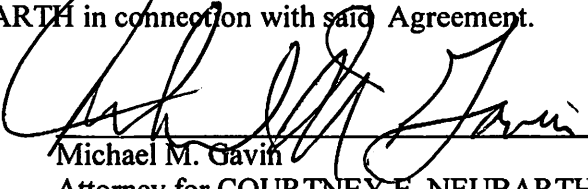


**ATTORNEYS'**  
**CERTIFICATIONS**

I, JASON C. KOHLMAYER hereby certify that I am an attorney-at-law duly licensed and admitted to practice in the State of Minnesota, that I have been employed by BRADY R. MEYER, one of the parties to the foregoing Agreement, and that I have advised and consulted with BRADY R. MEYER in connection with said Agreement.

  
\_\_\_\_\_  
Jason Kohlmeyer  
Attorney for BRADY R. MEYER

I, MICHAEL M. GAVIN hereby certify that I am an attorney-at-law duly licensed and admitted to practice in the State of Minnesota, that I have been employed by COURTNEY E. NEUBARTH, one of the parties to the foregoing Agreement, and that I have advised and consulted with COURTNEY E. NEUBARTH in connection with said Agreement.

  
\_\_\_\_\_  
Michael M. Gavin  
Attorney for COURTNEY E. NEUBARTH

**EXHIBIT A**  
**FINANCIAL DISCLOSURE OF BRADY R. MEYER**

**Adjusted Gross Income**

2017:	28,101
2018:	67,919
2019:	37,443
2020:	45,000

**Assets**

**Bank Accounts:**

ProGrowth Bank Checking Account	2,000
ProGrowth Bank Savings Account	2,000

**Vehicles:**

1999 Silverado	2,000
2012 Chevrolet Cruze	5,000
2009 Super Air Nautique (1/2 interest)	22,000
2004 Yamaha YFXZ	3,000
2012 Polaris RMK	4,000
2019 Polaris RMK	12,700

**Meyer Family Property:**

**Meyer Family Entities:**

4.39% membership interest in Meyer Farms of Gaylord LLC	28,000
27.90% membership interest in Meyer Land Company LLC	1,026,250

**Farmland<sup>1</sup>:**

A one-half undivided interest as a tenant in common in the Sibley County, Minnesota real property legally described as follows:

That part of the NE 1/4 of Sec. 20, Twp. 112, Range 28, Sibley County, Minnesota, described as follows: Commencing at the northeast corner of said Sec. 20; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds East along the east line of said NE 1/4 of Sec. 20 a distance of 1202.11 feet to the point of beginning of the tract to be described; thence continuing on a bearing of South 00 degrees 00 minutes 00 seconds east along said east line of the NE 1/4 42.12 feet; thence South 71 degrees 43 minutes 54 seconds West 401.99 feet; thence South 44 degrees 31 minutes 12 seconds West 307.85 feet; thence South 29 degrees 08 minutes 13 seconds West 605.29 feet; thence South 89 degrees 06 minutes 49 seconds West 556.04 feet; thence North 01 degrees 11 minutes 48 seconds East 650.57 feet; thence South 82 degrees 18 minutes 13 seconds East 794.74 feet; thence North 44 degrees 31 minutes 12 seconds East 347.48 feet; thence North 71 degrees 43 minutes 54 seconds East 424.88 feet to the point of beginning.

Value: \$135,000

-and-

The North Half of the Northeast Quarter, (N1/2 of NE1/4) of Section Number Thirteen (13); and the South Half of the Southeast Quarter, (S1/2 of SE1/4) of Section Number Twelve (12), in Township Number One Hundred Twelve (112), North of Range Number Twenty-Nine (29), West in Sibley County, Minnesota.

Value: \$653,000

-and-

Parcel I: The West Half of the Northwest Quarter of Section 25 Township 112 Range 29

Parcel II: The Northwest Quarter of the Southwest Quarter of Section 25 Township 112 Range 29

Parcel III: The South Half of East Half of Northeast Quarter and East 54 acres of the West Half of the Northeast Quarter of Section 26 Township 112 Range 29

Value: \$677,000

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<sup>1</sup> Assigned values reflect the value of Brady's one-half (1/2) undivided interest in the above legally described real property.

**Total Assets** **\$2,571,950**

**Liabilities**

ProGrowth Bank Mortgage \$48,000  
ProGrowth Mortgage \$497,000

**Total Liabilities** **\$545,000**

**EXHIBIT B**  
**FINANCIAL DISCLOSURE OF COURTNEY E. NEUBARTH**

**Assets**

2013 Ford Focus	\$5,000
Accounts at Glencoe Security Bank	\$850

**Debts**

Vehicle Loan	\$1,250
Student Loans	Approx \$10,000
Medical Bills	Approx. \$2,500