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03/01/16

CONTRACT FOR SALE

This Contract for Sale (the "Agreement") is made and entered into as of the 11 day of March, 2016, by and between CF INDUSTRIES NITROGEN, LLC ("Seller"), a Delaware limited liability company, whose mailing address is declared to be 1182 260th Street, Sergeant Bluff, Iowa 51054, and ("Buyer") Woodbury County Emergency Services, whose mailing address is declared to be 121 Deer Run Trail, Climbing Hill, IA 51015. Seller and Buyer individually are herein each a "Party" and collectively the "Parties".

WHEREAS, Seller wishes to sell all of the goods, equipment and/or other items set forth on Exhibit A to this Agreement (the "Sale Products") and Buyer wishes to purchase the Sale Products subject to the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Actions by Seller and Terms of Sale:** Seller agrees to do the following:

(a) **Sale of Sale Products.** Effective upon the receipt of both a signed Agreement and the Purchase Price (defined below), Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby buys and acquires from Seller, all of Seller's right, title, and interest in and to the Sale Products.

(b) **"AS IS" Sale and Disclaimer of Warranties.** Buyer is buying, and Seller is selling, all of the Sale Products as-is, where-as, and with all faults. Buyer acknowledges that Seller has not made, and Buyer is not relying upon, any representations or warranties regarding the Sale Products, and Buyer acknowledges that there are no warranties of any kind regarding the Sale Products. SELLER SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS, ANY IMPLIED WARRANTY OF FITNESS OF GOODS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, AND ALL SUCH WARRANTIES ARE EXCLUDED.

(c) **Limitation of Liability.** In no event shall Seller be liable to Buyer for any direct or indirect, special, incidental, punitive or consequential damages arising out of, or in any way connected with this Agreement or the Sale Products.

2. **Actions by Buyer and Terms of Purchase:** Buyer agrees to do the following:

(a) **Terms of Sale and Purchase.** In addition to the terms set forth herein, Buyer also agrees to abide by the terms and conditions set forth on Exhibit B, all of which are incorporated into this Agreement.

(b) **Purchase Price.** Prior to removal of any Sale Products from Seller's facility, and in order to purchase the Sale Products, Buyer shall pay to Seller the amount of \$1.00

(the "Purchase Price"). Said Purchase Price shall be paid in either cash, by certified check, or by another method specified and approved by Seller in its discretion. Seller and Buyer agree to allocate the Purchase Price among the various Sale Products listed on Exhibit A in the manner specified by Seller. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation. Each party shall be responsible for any tax consequences arising out of this Agreement and applicable to such party.

(c) **Indemnity.** Buyer assumes all risk associated with the Sale Products and shall indemnify and hold harmless Seller and its agents, employees, affiliates, owners, customers, contractors, and sub-contractors from any real or threatened harm, claim, suit or damage, including but not limited to attorney's fees, litigation expenses and costs, which in any way arises out of, relates to, or results from: (i) Any breach of any representation or warranty made by Buyer in or pursuant to this Agreement; (ii) Any breach of any covenant or agreement made by Buyer in or pursuant to this Agreement; (iii) Any brokerage, finder's fees, commissions, or similar payments based any agreement or understanding made, or alleged to have been made, by any person with Buyer in connection with the contemplated transactions under this Agreement; (iv) Any action or omission of any agent, employee or subcontractor of Buyer, including but not limited to personal injury or property damage; and (v) Buyer's purchase, use or subsequent sale of the Sale Products and/or operation of the Buyer's Business on or after the Effective Date.

3. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

4. **Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, representatives, successors and assigns.

5. **No Construction Against Party Drafting.** The Parties expressly acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated, compromised and agreed upon by the Parties. Therefore, the fact that one Party or the other may have been primarily or exclusively responsible for drafting or editing this Agreement shall not, in any dispute over the terms, construction or meaning of this Agreement, be held, interpreted or construed against such Party.

6. **Applicable Law, Jurisdiction and Venue.** This Agreement shall in all respects be governed by the laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. All actions arising from or relating to this Agreement shall be commenced and prosecuted in either the state or federal court that encompasses and governs Woodbury County, Iowa.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

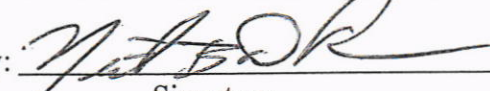
8. **Due Authority.** Each of the Parties respectively warrants and represents, which warranty and representation shall survive the date of this Agreement, that: (i) it has good right, title and authority to enter into this Agreement and perform its respective obligations hereunder; (ii) the execution and delivery hereof by the individuals set forth below, and the consummation of the transactions herein provided have been duly authorized and approved by such Parties, including, if necessary, its Board of Directors, Partners, Shareholders and/or Members as required by law and/or its Articles of Incorporation, Articles of Organization, Partnership Agreement, Operating Agreement, and/or Bylaws, and do not violate any provision thereof or of any agreement as to which it is a party or is otherwise bound; and (iii) this Agreement, upon execution and delivery by the individuals set forth below, will constitute a valid and binding obligation, enforceable against it in accordance with its terms.

9. **Headings.** The section headings herein are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections nor in any way affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

SELLER:

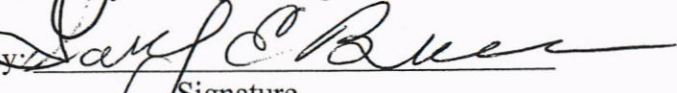
CF INDUSTRIES NITROGEN LLC

By: 
Signature
Nick DeRoos, General Manager
Typed Name and Title

Date: 3/2/2016

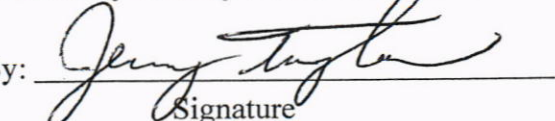
BUYER:

Woodbury County Emergency Services

By: 
Signature
Gary Brown, Director
Typed Name and Title

Date: 2/1/2016

Woodbury County Board of Supervisors

By: 
Signature
Jeremy Taylor, Chairman
Typed Name and Title

Date: 3/1/2016

EXHIBIT A

SALE PRODUCTS

The Sale Products include the following:

1988 Ford F-250 Lariat XLT

OTR-09 / Red Fire Truck

Vin# 1FTHX26M1JKB10727

EXHIBIT B
ADDITIONAL TERMS OF SALE AND PURCHASE

Buyer agrees to each of the following:

1. Buyer agrees that it has inspected the Sale Products and agrees that they are acceptable and as represented, all as of the Effective Date.
2. All bids to purchase the Sale Products will be submitted in writing. Any scrap material will be quoted and priced as "cost per ton". Surplus or used equipment will be quoted and priced as "cost per unit". For any other Sale Products, Buyer shall specify how it is calculating and pricing its bid.
3. Prior to the removal of any Sale Products from the plant site, all scrap material or surplus / used equipment will be weighed by the Seller and the loads photographed by the Seller.
4. A three-part bill of lading will be issued by Seller and signed by Buyer's driver. A copy will be provided when the Sale Products are loaded by Buyer.
5. Loading and shipping of the Sale Products is the sole responsibility of the Buyer. Buyer is responsible for any and all loading and transportation costs, including but not limited to the costs of any permits. Buyer is responsible for any taxes relating to the Sale Products.
6. Buyer has 30 calendar days from the date it provides the Purchase Price to remove the Sale Products from Seller's plant site. To the extent the Sale Products are not removed within this time period, Buyer agrees it forfeits all rights to the Sale Products, agrees Seller can retain the Purchase Price as liquidated damages and not as a penalty, and agrees that Seller can sell the Sale Products to another party.
7. Buyer must adhere to all of Seller's safety rules. While on the premises of Seller, Buyer, its employees, sub-contractors and agents shall comply with all statutory and governmental environmental, safety and health laws and regulations and with the environmental, safety, health and plant regulations of Seller, and shall ensure that all of its employees, sub-contractors and agents have a safe place of work on the premises of Seller. Buyer shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use and without any damage. Upon request of Seller, and at no cost or expense to Seller, Buyer shall promptly remove from the premises of Seller any person under the control of Buyer who violates any of the aforesaid environmental, safety, health, or plant regulations, or who may cause or threaten to cause a breach of the peace. Prior to entering Seller's plant, Buyer's employees, sub-contractors and agents must participate in an orientation on Buyer's safety procedures. It is Buyer's responsibility to schedule an appointment with the Safety Superintendent or the designate for this orientation prior to performing any work.
8. Any party performing work at Seller's plant and the work is located adjacent to a process area must be a member in good standing in IS Network and be current in all CF requirements. Any variance from this policy can only be granted by the Plant Manager. Should a variance be granted, pursuant to OSHA 1910 Process Safety Management, Buyer may be required to provide the following data about Buyer for the preceding three (3) years: Average Number of Employees; Employee Exposure

Hours; Total Number of OSHA cases; OSHA Incident Rate; Number of Lost Workday Cases (DAW & RWC); Number of Workdays Lost; Number of Fatalities; Experience Modifier (EMR); Written Safety Procedure Training Program; Drug Testing Procedures.

9. If Buyer is not a member in good standing with IS Network, and a variance of such membership is granted by the Plant Manager, and before performing any work for Seller or entering into any of Seller's plants, terminals, warehouses, docks or other facilities, Buyer must supply Seller with a letter confirming that background checks have been done on all of Buyer's agents, employees, representatives, contractors, or sub-contractors that will be entering such facility.
10. Buyer shall at its sole cost and expense, and before signing the Agreement, must cause to be issued and thereafter maintain for one year after the Effective Date, the minimum insurance coverages and requirements set forth on the attached. At the same time as providing a signed Agreement, Buyer must provide certificates of liability insurance showing it has obtained the minimum insurance coverages and requirements set forth on the attached.
11. Buyer agrees that the Sale Products are not hazardous and Buyer has requested and received all necessary, requested or required safety data sheets from the Seller.
12. Seller agrees that all labels or signs will be removed from the Sale Products other than those noted. Buyer will confirm that this has been done before loading. Once loaded, Buyer accepts all Sale Products in their then current condition.
13. Buyer will safely secure and properly transport the Sale Products from the site. Buyer will procure at Buyer's sole cost all necessary permits, certificates, and licenses required by all applicable laws, regulations, ordinances and rules of the nation, state, municipality or political subdivision where the work is performed or the Sale Products will be transported, or required by any other duly constituted public authority having jurisdiction over the work of Buyer or the transportation or shipping of the Sale Products, including, but not limited to Department of Transportation permits, and further agrees to hold Seller harmless from and against all liability and loss incurred by reason of an asserted or established violation of such laws, regulations, ordinances, rules, or requirements.
14. All sales are final with no returns allowed.

Insurance Requirements

CF Industries Nitrogen LLC
1182 260th Street
Sergeant Bluff, IA 51054

Below are the criteria for acceptance by CF Industries Nitrogen LLC ("CF"). Please read and follow these instructions carefully. Failure to comply with these instructions could result in your document being rejected and delay the process for contract approval.

Buyer and its subcontractors of any tier performing work on behalf of CF, shall, at a minimum, obtain and maintain insurance coverage with limits and terms and conditions as set forth below:

Type of Insurance

Limits of Liability

Workers' Compensation

Statutory Limits

The Workers' Compensation policy shall comply with any statutory obligation imposed by Workers' Compensation, occupational disease or similar laws of any applicable state and/or federal jurisdiction, including U.S. Longshore and Harbor Workers' Act, Federal Employers' Liability Act and Jones Act if applicable.

Employers Liability

**\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee**

Commercial General Liability

**\$1,000,000 per occurrence
\$2,000,000 annual aggregate**

The Commercial General Liability policy covering third-party bodily injury, property damage and personal injury shall be written on an occurrence basis and include blanket contractual liability and products and complete operations coverage.

Business Auto Liability

\$1,000,000 per occurrence

The Business Auto Liability policy covering third-party bodily injury, property damage shall include coverage for "any auto" including all owned, non-owned, hired and leased automobiles of the Buyer.

Excess/Umbrella

\$5,000,000 in excess of the limits specified above

The Excess/Umbrella policy covering third-party bodily injury, property damage and personal injury, shall be written on an occurrence basis and provide coverage at least as broad as the underlying insurance policies specified above.

Insurance Carrier Requirements

Buyer shall procure and maintain insurance with insurance carriers licensed or authorized to do business in the state(s) or jurisdiction(s) in which the Work will be conducted. Such insurance carriers shall be reasonably satisfactory to CF. Insurance carriers having an A.M. Best Rating of A- / VII or better are considered reasonably satisfactory.

Certificates / Additional Requirements

Prior to the commencement of Work, and at all times during the performance of Work under this contract, Buyer and its subcontractors shall furnish CF with certificates of insurance, executed by a duly authorized representative of each insurer, evidencing full compliance with the insurance requirements set forth herein. Such certificates shall evidence that such insurance:

1. includes CF as an Additional Insured (except under Workers' Compensation coverage),
2. includes a waiver of all rights of subrogation and/or recovery against CF, its directors, officers, affiliates, agents and employees,
3. provides cross-liability coverage as provided under a standard separation of insureds clause,
4. provides coverage that is primary to any other insurance carried by CF, and
5. provides that CF shall receive thirty (30) days' prior written notice of non-renewal, cancellation of or material modification of coverage.