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## 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.