

REAL ESTATE SALES CONTRACT

This Agreement, made and entered into this 23rd day of September 2017, by and between LLZ, LLC, as "Seller", and _____, as "Buyer".

1. THE PROPERTY. Seller will sell and convey by a Warranty Deed to the Buyer, and Buyer will purchase all of Sellers interest, including the mineral rights, of the following described real estate, to-wit:

Tract(s): _____, More particular described on the attachment.

2. PURCHASE PRICE. The purchase price is \$_____. The Buyer will pay the sum of \$_____ (10% of the purchase price) to the escrow agent. Assurance Title Services on the execution of this contract. The Buyer will pay the balance of the purchase price to the escrow agent in the form of certified funds (bank money order and/or cashier's check) on or before **OCTOBER 26, 2017**, and upon receipt of a Warranty Deed which conveys marketable, insurable, record title free and clear of liens and encumbrances.

3. TITLE INSURANCE. Within a reasonable time after the execution of this contract, the Seller will make available to Buyer, a preliminary owner's title insurance commitment covering the above-described property. As a condition of this contract a title insurance commitment must show an insurable title to be vested in the Seller. Buyer will be entitled to a reasonable time in which to have the title insurance commitment examined, and to return the same to Seller with any objections as to the condition of the title. Seller shall then have a reasonable time to satisfy any valid objections as to the insurability of the title. If Seller is unable to furnish an insurable title within a reasonable time this contract shall become null and void. The owner's policy will be issued in the amount of the purchase price. Each party shall pay one-half of the cost of the title insurance commitment. Any lender's policy will be at the cost of the buyer.

4. DEED AND ESCROW. A Warranty Deed shall be executed and deposited with Assurance Title Services, who will act as Escrow Agent. The Escrow Agent is hereby directed to deliver the Deed to Buyer when the entire purchase price has been paid in full. The Escrow Agent is hereby authorized and directed to pay off any mortgage or lien against the property, and any and all expenses incurred in connection with the sale of the above-described real estate. The Escrow Agent shall pay over the balance which the Seller is entitled, to the Seller. Buyer and Seller agree that failure by either to respond in writing to a certified letter from the escrow agent within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement, shall constitute consent to distribution of the earnest money as suggested in any such certified letter, or as demanded by the other party hereto.

5. CLOSING COSTS. Seller and Buyer are equally responsible for the cost of the preparation of the Real Estate Sales Contract, Warranty Deed and Escrow Fee on final closing.

6. POSSESSION. Possession of the above-described premises shall be delivered to Buyer on final closing, subject to the current tenant completing the current tenant harvesting the milo. Buyer shall have the limited right to come onto the premises to prepare the land for a fall seeded (wheat) crop upon signing the contract and delivering the earnest money deposit. Buyer acknowledges that should the contract fail to close for any reason, any preparation tasks performed, or inputs provided are not subject to reimbursement. The owner's share of 2017 crops, pasture rent, and USDA payments, if any, will remain with the Seller.

7. TAXES. Seller will pay all taxes for the year 2017 and all prior years. Buyer will pay taxes for the year 2018 and all subsequent taxes and assessments.

8. NO INSURANCE. There is no present insurance which covers any improvements on the premises.

9. CONDITION OF PROPERTY. It is agreed and understood that this contract is for the sale of the real estate in its present existing condition. Sellers make no representation or warranty as to the condition of the property. It is specifically understood and agreed by the parties that the property is sold "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED" at the time of closing.

10. TIME IS OF THE ESSENCE. It is understood and agreed that time is of the essence of this contract. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

11. DEFAULT. Upon the failure of the Buyer to make the payments required under this contract, or upon Buyer's default, Seller may at Seller's option enforce specific performance or may declare this contract forfeited in which case Seller may retain the earnest money as liquidated damages.

12. ELECTRONIC SIGNATURE. The signatures on this contract or counterparts thereto may be rendered or exchanged by facsimile or electronic transmission, and signatures so rendered or exchanged by the parties shall be construed as original signatures to this contract.

13. EXECUTION OF CONTRACT. This agreement may be executed simultaneously in counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not be fully effective unless and until it is signed by each of the above-named parties.

14. NO ASSIGNMENT OF CONTRACT. Buyer shall not have authority to assign this contract or any interest under this contract.

15. SUCCESSORS. The terms and provisions of this contract shall extend to and become binding upon the heir, executors, administrators, and assigns of the respective parties.

16. SURVEY. If the Buyer chooses to have the property surveyed, the cost of such will be the sole responsibility of the Buyer. Seller makes no representation or warranty regarding the boundary lines.

17. REAL ESTATE AGENT. The Buyer is aware that Jeff Dankenbring of Midwest Land and Home, is acting as an Agent for the Seller with the duty to represent the Seller's interest. The agent is not an agent for the prospective Buyer, and any information given to the agent will be disclosed to the Seller. Seller and Buyer acknowledge that the Disclosure of Real Estate Brokerage Relationship form has been furnished to the parties. The sales commission will be paid by Seller.

18. 1031 EXCHANGE. Seller and Buyer acknowledge that the electing party may elect to effect the sale and purchase of the Property as an exchange pursuant to Section 1031 of the Internal Revenue Code, provided the electing party utilizes the services of a "qualified intermediary" as defined in the Treasury Regulation '1.103.(k)-(g)(4)(iii) ("intermediary") to effectuate such Section 1031 exchange and will cooperate in the accomplishment of that purpose provided only that (i) the other party shall not be required to be vested in title to any parcel other than the Property, (ii) the other party shall incur no liability or expense beyond those inherent in an acquisition of the Property for a cash payment nor be delayed in the Closing. (iii) the electing party shall have given the other party notice of its intentions to close this transaction as an exchange not less than five days prior to the Closing; such notice shall be given by either certified mail, postage prepaid, return receipt requested, facsimile or overnight delivery by a nationally recognized service. The electing party may assign this Agreement to an Intermediary without the other parties consent for purposes of effectuating a 1031 exchange. Notwithstanding an assignment to or substitution of the Intermediary to act in place of the electing party, the electing party agrees to unconditionally guarantee the full and timely performance by the intermediary of the representations, warranties, obligations and undertakings of the Intermediary regarding a Section 1031 exchange, and in the event of breach, the other party may proceed directly against the electing party without the need to join the Intermediary. The other party agrees to execute such documents as are reasonably necessary or appropriate and to otherwise cooperate with the electing party to effectuate a Section 1031 exchange, and the electing party of such Section 1031 exchange except insofar as such liability is attributable to the failure of the other party to perform as required hereunder.

IN WITNESS WHEREOF, the parties have set their names the day and year set out below.

LLZ, LLC. - Seller
Printed name: _____
Title: _____
T.I.N. _____
Dated: September 23, 2017

_____ - Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

_____ - Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

ACCEPTANCE OF ESCROW AGENT

The undersigned hereby accepts the duties and responsibilities as Escrow Agent for the purpose of the foregoing sale.

Receipt of the signed contract is hereby acknowledged this ____ day of September 2017.

Receipt of the \$_____ earnest money deposit is hereby acknowledged this ____ day of September 2017.

Assurance Title Services
100 West Kansas Ave. #201
McPherson Kansas 67460
(620)245-0272

By: _____
(Escrow Agent)

Purchase Contract Attachment – Tract 1

Legal Description:

A tract of land in the Southeast Quarter of Section 8, Township 20 South, Range 3 West of the Sixth Principal Meridian, McPherson County, Kansas described as follows:

Beginning at the Southeast Corner of the Southeast Quarter of said Section 8; thence S89°51'16"W 2557.89 feet along the South Line of the Southeast Quarter of said Section 8; thence N00°26'36"W 2643.93 feet to the North Line of the Southeast Quarter of said Section 8; thence N89°59'55"E 2577.98 feet to the Northeast Corner of the Southeast Quarter of said Section 8; thence S00°00'28"E 2637.40 feet to the point of beginning, containing 155.7 acres.

Subject to easements and restrictions of record.

LLZ, LLC. - Seller
Printed name: _____
Title: _____
T.I.N. _____
Dated: September 23, 2017

_____- Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

_____- Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

Purchase Contract Attachment – Tract 2

Legal Description:

A tract of land in the Northeast Quarter of Section 8, Township 20 South, Range 3 West of the Sixth Principal Meridian, McPherson County, Kansas described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 8; thence S89°59'55"W 2627.48 feet to the Southwest Corner of the Northeast Quarter of said Section 8; thence N00°21'35"E 2014.86 feet along the West Line of the Northeast Quarter of said Section 8 to the South right of way line of K-61 Highway; thence Along the South right of way line of K-61 Highway the following 5 courses,

Course 1: On a curve to the left with a radius of 5839.58 feet an arc distance of 742.65 feet, chord being N68°40'15"E 742.14 feet,

Course 2: N65°01'48"E 325.12 feet,

Course 3: S25°08'50"E 340.45 feet,

Course 4: S84°23'10"E 349.90 feet,

Course 5: N44°06'50"E 392.00 feet to the Southwesterly right of way line of Old Highway 81; thence S45°52'35"E 1202.50 feet to the East Line of the Northeast Quarter of said Section 8; thence S00°00'45"W 1523.78 feet to the point of beginning, containing 126.9 acres.

Subject to easements and restrictions of record.

AND

Beginning at the Northeast Corner of the Northeast Quarter of said Section 8; thence S00°00'45"W 676.16 feet along the East Line of the Northeast Quarter of said Section 8 to the Northeasterly right of way line of Old Highway 81; thence N43°18'07"W 930.60 feet along the Northeasterly right of way line of Old Highway 81 to the North Line of the Northeast Quarter of said Section 8; thence

S89°54'10"E 638.40 feet to the point of beginning, containing 5.0 acres.

Subject to easements and restrictions of record.

LLZ, LLC. - Seller
Printed name: _____
Title: _____
T.I.N. _____
Dated: September 23, 2017

_____- Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

_____- Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

Purchase Contract Attachment – Tract 3

Legal Description:

A tract of land in the West Half of Section 9, Township 20 South, Range 3 West of the Sixth Principal Meridian, McPherson County, Kansas described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 8; thence S00°17'07"E 2641.56 feet to the Southeast Corner of the Northwest Quarter of said Section 9; thence S00°05'04"E 670.18 feet along the East line of the Southwest Quarter of said Section 9 to the Northeasterly right of way line of the Missouri Pacific Railroad; thence N36°36'24"W 4115.50 feet along the Northeasterly right of way line of the Missouri Pacific Railroad to the North Line of the Northwest Quarter of said Section 9; thence N89°48'43"E 2440.03 feet to the point of beginning, containing 92.8 acres.

AND

Beginning at the Northwest Corner of the Northwest Quarter of said Section 9; thence N89°48'43"E 76.27 feet along the North Line of the Northwest Quarter of Section 9 to the Southwesterly right of way line of the Missouri Pacific Railroad; thence S36°36'44"E 3282.89 feet along the Southwesterly right of way line of the Missouri Pacific Railroad to the South Line of the Northwest Quarter of said Section 9; thence S89°47'44"W 187.31 feet along the South Line of the Northwest Quarter of said Section 9 to the Northeasterly right of way line of Old Highway 81; thence N43°18'07"W 2692.67 feet along the Northeasterly right of way line of Old Highway 81 to the West Line of the Northwest Quarter of said Section 9; thence N00°00'45"E 676.16 feet to the point of beginning, containing 22.3 acres.
Subject to easements and restrictions of record.

LLZ, LLC. - Seller
Printed name: _____
Title: _____
T.I.N. _____
Dated: September 23, 2017

_____ - Buyer
Mailing Address: _____
Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

_____ - Buyer
Mailing Address: _____
Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

Purchase Contract Attachment – Tract 4

Legal Description:

A tract of land in the Northwest Quarter of Section 9, Township 20 South, Range 3 West of the Sixth Principal Meridian, McPherson County, Kansas described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of said Section 9; thence N00°00'45"E 811.14 feet along the West Line of the Northwest Quarter of Section 9 to the Southwest Corner of the Crossroads Assembly of God of McPherson, Kansas recorded in Book 263, page 346 in the McPherson County Register of Deeds Office; thence N89°48'43"E 732.46 feet to the Southwesterly right of way line of Old Highway 81; thence S45°52'35"E 1160.51 feet along the Southwesterly right of way line of Old Highway 81 to the South Line of the Northwest Quarter of said Section 9; thence S89°47'44"W 1565.70 feet to the point of beginning, containing 21.4 acres.
Subject to easements and restrictions of record.

LLZ, LLC. - Seller
Printed name: _____
Title: _____
T.I.N. _____
Dated: September 23, 2017

_____- Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____

_____- Buyer
Mailing Address: _____

Phone Number: _____
E-mail: _____
S.S.N. _____
Dated: _____