

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made and entered into this 2nd day of April, 2024, by and between **THE CRAIG H. LARSON TRUST, DATED DECEMBER 10, 2023, Craig H. Larson, Trustee**, hereinafter referred to as "SELLER." and Purchaser listed below, hereinafter referred to as "PURCHASER," as follows.

IN CONSIDERATION OF the agreements contained herein, it is mutually agreed by said parties that:

1. DESCRIPTION/PURCHASE PRICE. Seller agrees to sell and convey to

_____ "PURCHASER" and Purchaser agrees to buy and pay for the following described real estate located in Brown County, Kansas, to-wit:

The East Half of the Northwest Quarter of Section 25, Township 4, Range 18
(The exact legal description to appear on deed and title commitment.)

together with all appurtenances, permanent improvements, and fixtures thereunto belonging for the sum of \$ _____, payable as follows:

- a. The sum of \$ _____ as a ten percent (10%) down payment, payable to FINLEY MILLER TITLE SERVICES, LLC ESCROW at the time of the execution of this contract to be held in escrow pending the closing.
- b. The balance is payable to FINLEY MILLER TITLE SERVICES, LLC ESCROW in cash or certified funds at the time of closing on or before May 2, 2024.

2. TAXES. Real estate taxes and assessments due and payable for the 2023 calendar year and all prior years shall be paid by the Seller. 2024 and all later years paid by Purchaser.

3. TITLE CONVEYED. Seller shall convey merchantable title by warranty deed to be delivered to the Purchaser at the time of the closing of this contract and receipt of the total purchase price, free of all liens and encumbrances except:

- a. Zoning and deed restrictions and easements of record;
- b. Encumbrances created by the Purchaser; and
- c. Installments, if any, of special assessments not yet due.
- d. Oil and Gas Lease, if any, now of record.
- e. Current crop remains the property of Seller and/or Seller's Tenant.

4. ESCROW. FINLEY MILLER TITLE SERVICES of Hiawatha, Kansas, is hereby designated as escrow agent of both parties. All monies paid and to be paid prior to the closing of this transaction and the contract, deed, and other papers that may be delivered hereunder shall be paid and delivered to said escrow agent who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance by the parties of all the terms of this contract.

5. CLOSING. This contract shall be closed on or before the 2nd of May, 2024 unless said closing date is extended by written consent of the Seller and Purchaser.

6. POSSESSION. Seller agrees to convey possession of the Real Property to the Purchaser on the date of closing. Notwithstanding the foregoing, prior to closing, Purchaser may enter the Real Property for preparation and planting of spring seeded crops, provided that Purchaser shall procure and keep in force, at Purchaser's expense, comprehensive general liability and property damage insurance covering the activities of the Purchaser on the Real Property prior to closing. The amount of coverage to be provided in said policy shall be not less than \$1,000,000.00 per occurrence, said insurance to be written with any company authorized to transact insurance business within the State of Kansas and approved by Seller. Further, the Purchaser shall cause the Seller to be shown as an additional insured on the policy and will

provide to the Real Estate Broker a certificate of insurance displaying the coverage required of Purchaser under the terms of this paragraph before Purchaser enters the Real Property. Seller shall not be responsible or liable for any injury or accident suffered by Purchaser or Purchaser's agents or employees. Purchaser shall indemnify and hold harmless the Seller against all liabilities, damages, or other expenses (including attorneys' fees) which may be imposed upon, incurred by, or asserted against Seller in any way arising out of the use, occupation and control of the Real Property by Purchaser as provided for in this paragraph. If transaction fails to close for any reason, regardless of fault, Purchaser shall vacate the property immediately and will not be reimbursed for any inputs, including, but not limited to the cost of seed and fertilizer, and/or expenses as a result of any work done on the property.

7. PROOF OF MERCHANTABLE TITLE. Seller shall make available to Purchaser, a title insurance policy from a reputable title insurance company to the above-described real estate. Upon delivery of the title insurance commitment, Purchaser shall have a reasonable time to examine the title insurance commitment and furnish to Seller any objections to the title in writing. Seller shall have a reasonable time to satisfy any title requirements. If the Seller is unable to deliver merchantable title as herein provided, the down payment shall be returned to Purchaser and this contract shall be of no further force or effect.

8. CONTRACT PREPARATION. The parties acknowledge that Michael W. Riley is an attorney licensed in the State of Kansas. The parties acknowledge that their interests under this Agreement are substantially aligned and that, accordingly, they have knowingly and freely permitted Michael W. Riley of Michael W. Riley, Attorney at Law, LLC, to draft this Contract according to their written instructions. Furthermore, each party acknowledges that he/she has

had the opportunity to employ an independent attorney and tax advisor in regard to this contract. The parties affirm that Michael W. Riley represents the Seller, not Purchaser, in this transaction. The parties also affirm that Michael W. Riley has not provided tax advice to either party. In the event of a dispute, the parties will be advised to retain independent counsel.

9. INSURANCE. Seller agrees to maintain in force, until the closing of this contract, all casualty insurance now in effect on the improvements, at which time said insurance shall be cancelled or assigned to the Purchaser with the Seller being reimbursed for any unused premiums. In the event of loss or damage to the improvements prior to the closing of this contract, the proceeds of such insurance shall, at the option of the Purchaser, be used to repair such damage or be applied to reduce the purchase price. If such proceeds are inadequate to restore the improvements to substantially their same condition as before such loss or damage, or in the event of an uninsured loss or filing of a condemnation petition to acquire all or any part of said real estate before the close of this contract, then this contract may be cancelled at the option of either Seller or Purchaser. In such event, Purchaser shall be entitled to the return of the down payment and this contract shall be of no further force or effect.

10. ASSIGNMENT. Purchaser shall not sell, assign, or transfer this contract or any interest acquired hereunder in or to said property without first obtaining the written consent of the Seller.

11. DEFAULT. Time is the essence of this contract. In the event Purchaser fails to comply with any of the terms of this contract, then this contract shall, at the option of the Seller, become null and void and all rights of Purchaser hereunder shall then be terminated and all monies paid and improvements made hereunder shall then be retained by the Seller as rent and as

liquidated damages for said default by Purchaser. In such event, Seller shall be entitled to possession of said real estate, free of all right, title and interest of the Purchaser and all parties shall then be released from all further liability hereunder. Both parties expressly reserve all legal rights and remedies available to either under Kansas law.

12. BINDING EFFECT. The terms and provisions of this contract shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

13. INSPECTIONS. The Purchaser has had an opportunity to view said property and hereby waives the right to have a professional contractor conduct inspections of the physical condition any of the property(ies), including but not limited to, appliances, plumbing, electrical, central heating, central air conditioning, foundation, basement, roof, attic, interior and exterior components, structural components, insect infestation (including termites), environmental hazards or damage and all other matters which may affect the value of the property.

The Purchaser acknowledges and agrees that the property is satisfactory for their intended use and take said property in its current condition. The parties agree that there are no expressed or implied warranties with this property except it being conveyed by warranty deed.

14. EXECUTION OF THIS AGREEMENT; ELECTRONIC SIGNATURES.

a. This agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

b. This Agreement may be executed by DocuSign, facsimile, or electronic signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

15. IRS SECTION 1031 TRANSACTIONS.

a. In the event, Purchaser informs Seller that this contract will constitute a part of an IRS Section 1031 real estate transaction in which the Purchaser is to be involved as the Exchanger then the Seller will need to cooperate with the Purchaser and the Qualified Intermediary for the Purchaser in completing such exchange.

b. Seller will cooperate with the Purchaser and the Qualified Intermediary in any and every way necessary and require for Purchaser to complete the IRS Section 1031 Tax Deferred Exchange as referred to in (a) above.

16. BROKERAGE RELATIONSHIP DISCLOSURE. Pursuant to applicable state law, Midwest Land & Home, notifies the undersigned Purchaser in writing as part of this contract as follows: The licensee will be acting as an agent of the Seller with the duty to represent the Seller's interest, the licensee will not be acting as the agent of the undersigned Purchaser, and all information given to licensee will be disclosed to Seller.

17. DISCLOSURES/AGENTS/COMMISSION.

a. The real estate firm/firms involved in this transaction are agents only, not parties to this contract, and will in no case be held liable to either party for performance of any term or condition of this contract or for damages for non-performance. Purchaser acknowledges that said firm/firms have made no representations and have given no express or implied warranties with regard to the condition of the Real Estate. The parties agree that the real estate firm/firms shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by Seller, Purchaser, or the real estate firm/firms on behalf of either.

b. The parties agree that the real estate licensees involved in this transaction are not experts regarding any environmental or health hazards in and on Real Property. The parties shall seek expert advice and obtain inspections to determine such conditions exist in and on the Real Property. If inspections were not performed regarding all or part of the Real Property prior to signing this contract, Purchaser is bound by whatever information an inspection would have revealed and waives any claim, right or cause of action relating to or arising from any condition of the Real Property that would have been apparent had such inspections been performed.

18. COMMISSION. Notwithstanding any other provisions set forth herein, Seller shall be responsible for the real estate commission payable to Midwest Land and Home.

19. GOVERNMENT PAYMENTS. Any governmental payments due from the USDA pursuant to the federal farm program that have not been received prior to the Closing Date shall still be paid to the respective operator and/or landlord of the Real Estate, consistent with that which is reflected on the records of the Farm Services Agency for 2022 and 2023. Any governmental payments due from the USDA that accrue after the Closing Date shall be payable to the Purchaser.

20. BOUNDARY LINES. The Seller makes no representation or warranty regarding the boundary lines. Purchaser acknowledges that the acreage estimates in the marketing materials are estimates and that the purchase price does not change, regardless of the amount of actual acres. Should the Purchaser desire to obtain a survey, the same shall be paid by the Purchaser and be informational only.

21. REGISTERED OFFENDERS. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county

in which they reside. If you, as the Purchaser, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Brown County Sheriff's Office at (785) 742-7125.

22. FORFEITURE OR REFUND OF EARNEST MONEY DEPOSIT. Pursuant to K.S.A. 58-3061(h): Notwithstanding any other terms of this contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate law prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. The Purchaser and Seller agree that failure by either to respond in writing to a certified letter from the holder of the earnest money within seven (7) days of the receipt thereof or failure to make written demand for return or forfeiture of any earnest money deposited within thirty (30) days of notice of cancellation of this agreement shall constitute consent to the distribution of the earnest money as suggested in any such certified letter or as demand by the other parties.

23. COSTS. The costs of preparation of contract, deed, and escrow closing shall be divided one-half paid by the Seller and one-half paid by the Purchaser. The cost of title insurance policy shall be divided one-half paid by the Seller and one-half paid by the Purchaser. The cost of examination of the title insurance commitment shall be paid by Purchaser. The cost of making title merchantable shall be paid by Seller.

24. PAYMENT FOR ANHYDROUS APPLICATION. At the time of closing, Purchaser agrees to pay Becker Agriculture LLC SEVEN THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS AND SIXTY-FIVE CENTS (\$7,449.65) for the cost of the

anhydrous and application in preparation for 2024 Spring Planting. This payment is in addition to amounts due from Purchaser stated elsewhere in this Contract.

25. PRIOR AGREEMENTS. This contract supersedes any previous contracts signed by the parties hereto and any contracts previously signed are hereby declared null and void.

26. MECHANIC'S LIENS. Seller shall pay all contractors, subcontractors, laborers, materialmen, or suppliers for all work done or material furnished to the above-described property prior to the closing of this contract that might form the basis of a mechanic's lien. Seller shall indemnify and hold Purchaser harmless from any obligation for payment of any amount by reason of any mechanic's liens that may be filed for labor performed or material furnished prior to the closing of this contract.

27. PARTS AND COUNTER-PARTS. 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.

28. WORDS USED IN THIS INSTRUMENT. All words used in this instrument including the Purchaser and Seller shall be construed to include the plural as well as the singular and the words used in the masculine gender shall include the feminine and neuter.

29. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and there are no representations, warranties, conditions, or agreements other than those expressly set forth herein. No other agreement, statement, promise, warranty, or representation made by either party to this contract or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this agreement shall be binding. This

contract may not be amended, altered, or modified except by written agreement signed by both Seller and Purchaser.

THIS CONTRACT TO PURCHASE REAL ESTATE IS A LEGALLY BINDING DOCUMENT AND THE PARTIES HERETO MAY WISH TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THE SAME.

IN WITNESS WHEREOF, the parties have signed their names as of the day and year first above written.

SELLER

PURCHASER

**THE CRAIG H. LARSON TRUST
DATED DECEMBER 10, 2023**

By: _____

Craig H. Larson, Trustee

Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

Printed Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

Printed Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

FOR PURCHASER:

Lending Institution to be utilized (if any): _____

Name of Contact at Lending Institution: _____

Contact Phone Number: _____