SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement is made on November 20, 2025, between the MYRL D. and PATRICIA A. MERRITT Trust, hereinafter referred to as "SELLER," and _____, hereinafter referred to as "BUYER."

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants of the parties hereto and the payment of the monies as herein provided, the parties enter into this Agreement on the terms and conditions hereinafter set forth.

SECTION 1
RECITALS

1.1 SELLER is the owner of the following described real estate located in Washington County, Kansas, to-wit:

See the Attached Exhibit "A,"

which is hereinafter referred to as "PREMISES."

1.2 BUYER agrees to purchase from SELLER and SELLER agrees to sell to BUYER, the PREMISES, subject to the terms and conditions as hereinafter stated.

1.3 This Agreement contains all of the terms and conditions of agreement between the parties hereto relative to the subject matter hereof, and no other agreement relative thereto between them, whether past, present or future, shall be valid unless the same is reduced to writing and signed by each of the parties.

SECTION 2
SALE AND PURCHASE

2.1 SELLER hereby sells the PREMISES to BUYER and BUYER hereby purchases the PREMISES from SELLER.

SECTION 3
PURCHASE PRICE

3.1 The total purchase price is $_____. BUYER will pay the sum of $_____ (10% of the total purchase price) to the Escrow Agent upon execution of this Agreement or as soon thereafter as possible, as an earnest money deposit. BUYER will pay the

remaining balance of the purchase price, plus any adjustments, required under this Agreement, in the form of certified funds at closing.

SECTION 4
WARRANTY DEED

4.1 SELLER shall execute and deliver to the Escrow Agent a trustee warranty deed, in a form acceptable to BUYER, conveying merchantable title to the PREMISES to BUYER free and clear of any liens or encumbrances except easements, restrictions and reservations of record, and special assessments, the payment of which is not due. Such deed shall be delivered by the Escrow Agent to BUYER upon payment of the purchase price, in full, and full and complete compliance of the terms and conditions of this Agreement.

SECTION 5
TITLE INSURANCE POLICY

5.1 SELLER shall provide a title insurance policy in the amount of the purchase price, written by a title insurance company authorized to do business in the state of Kansas, which title insurance policy shall except only easements, restrictions and reservations of record and special assessments, the payment of which is not due, and those exceptions and conditions ordinarily contained in title insurance policies written in Washington County, Kansas. A title insurance binder shall be delivered by SELLER to BUYER at least five (5) days before the date of closing, as herein set forth, and the title insurance policy shall be delivered promptly after the full performance of this Agreement and the deed, as described in Section 4, has been delivered to BUYER and filed of record. The cost of said policy shall be paid one-half (½) by SELLER and one-half (½) by BUYER.

SECTION 6
ATTORNEY'S FEES

6.1 Each SELLER and BUYER shall pay their own respective attorney's fees.

SECTION 7
TAXES AND ASSESSMENTS

7.1 All taxes and assessments levied on the PREMISES and payable for the year 2025 and prior years have been or will be paid in full by SELLER. All taxes and assessments levied and payable for the year 2026 and subsequent years shall be paid by BUYER.

SECTION 8
POSSESSION

8.1 Possession shall be delivered by SELLER to BUYER on or by March 1, 2026, as this sale is subject to tenant’s rights.

SECTION 9
CLOSING DATE

9.1 The closing date for this sale and purchase shall be on or before December 23, 2025, or as soon thereafter as closing requirements can be met.

SECTION 10
ASSIGNMENT AND SALE

10.1 BUYER shall not sell, convey, transfer or assign any portion of this Agreement or any interest in the PREMISES prior to closing without the prior written consent of SELLER; provided, however, such written consent shall not be unreasonably withheld by SELLER.

SECTION 11
DEFAULT

11.1 Time is of the essence in this Agreement and in the event either party defaults in their responsibilities or obligations hereunder, the non-defaulting party may pursue any remedies available at law or in equity as a result of said breach of contract. If, as a result of a default under this Agreement, the non-defaulting party employs an attorney to enforce their rights, the defaulting party shall reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and any other out-of-pocket costs incurred in the prosecution of a breach of contract action, or any other damages they may be entitled to under the applicable laws of the state of Kansas or the United States government.

11.2 In the event of a default by BUYER, BUYER hereby expressly waives and releases any and all claims to the down payment paid by BUYER to SELLER.

SECTION 12
RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

12.1 The relationship of the parties is solely that of buyer and seller, and nothing herein shall create any other relationship or liability. In the event any claim is made against SELLER for damages arising out of or from the use or occupancy of PREMISES by BUYER, BUYER shall be solely responsible for such claim and shall indemnify SELLER against loss on the account thereof, including court costs and attorney's fees.

SECTION 13
COSTS

13.1 In addition to the costs as otherwise herein provided, BUYER shall pay all costs of recording deeds.

SECTION 14
GOVERNMENT PROGRAMS AND/OR PAYMENTS

14.1 To the extent that any portion of the subject property is enrolled in government sponsored programs contracts with the USDA, FSA, NRCS., etc. BUYER agrees to succeed in such government sponsored program contracts. The SELLER and/or the Real Estate Agent do not guarantee the eligibility or the success of the BUYER in any government sponsored programs. BUYER must adhere to all government sponsored program contract requirements and agrees to hold SELLER and or participants harmless from any damage, claims, penalties, fines, or causes of action should the BUYER fail to comply, and penalties or forfeiture be imposed. Any governmental payments due from the USDA, FSA, NRCS, etc., pursuant to the federal farm program or any government sponsored program contracts that has not been received before the Closing Date shall still be paid to the respective operator/participant and/or landlord of the Real Estate, consistent with that which is reflected on the records of the USDA, FSA, USDA., etc., for 2025 and paid in 2026. Any governmental payments due that accrue after the Closing Date shall be payable to the BUYER.

SECTION 15
BROKERAGE RELATIONSHIP DISCLOSURE

15.1 Pursuant to applicable state law, Midwest Land & Home, notifies the undersigned BUYER 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 BUYER, and all information given to licensee will be disclosed to SELLER.

SECTION 16
DISCLOSURE/AGENTS/COMMISSION

16.1 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 nonperformance. Buyer 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, BUYER, or the real estate firm/firms on behalf of either.

16.2 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 Agreement, BUYER 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.

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

SECTION 17
IRS SECTION 1031 TRANSACTIONS

17.1 (a) In the event BUYER informs SELLER that this Agreement will constitute a part of an IRS Section 1031 real estate transaction in which the BUYER is to be involved as the Exchanger, then the SELLER will need to cooperate with the BUYER and the Qualified Intermediary for the BUYER in completing such exchange. (b) SELLER will cooperate with the BUYER and the Qualified Intermediary in any and every way necessary and required for BUYER to complete the IRS Section 1031 Tax Deferred Exchange as referred to in (a) above.

SECTION 18
IRS SECTION 1030 EXCHANGE

18.1 IRS Section 1031 EXCHANGE. SELLER and BUYER acknowledge that the electing party may elect to effect the sale and purchase of the PREMISES 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 D1.103.(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 PREMISES, (ii) the other party shall incur no liability or expense beyond those inherent in an acquisition of the PREMISES 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 party's 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.

SECTION 19
BOUNDARY LINES

19.1 SELLER makes no representation or warranty regarding the boundary lines. BUYER 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 BUYER desire to obtain a survey, the same shall be paid by the buyer and be informational only.

SECTION 20
FINCEN REPORTING NOTICE AND ACKNOWLEDGMENT

20.1 BUYER and SELLER acknowledge that certain residential real estate transactions may be subject to reporting requirements under federal law, including those established by the Financial Crimes Enforcement Network (FinCEN) of the U.S. Department of the Treasury. These regulations are designed to collect information regarding the identity of purchasers, beneficial owners, and the method of payment in order to prevent money laundering and ensure transparency in real estate transactions.

20.2 The parties understand that the title company, settlement agent, or closing attorney involved in this transaction may be required to collect and report information to FinCEN regarding the BUYER, any beneficial owner(s), and the method of payment, particularly in cash or non-financed transactions.

20.3 BUYER and SELLER agree to promptly cooperate and provide any information, identification, or documentation reasonably requested to ensure compliance with these federal requirements. Such cooperation may include completion of disclosure forms or verification of ownership entities.

20.4 The parties further acknowledge that compliance with FinCEN reporting is mandatory under federal law and does not constitute a breach of confidentiality or fiduciary duty by any broker, agent, title company, or settlement agent. No party to this transaction shall hold another party, brokerage, or closing agent liable for any act or disclosure made in good faith to comply with FinCEN or other federal anti-money laundering laws or regulations.

SECTION 21
ESCROW AGENT

21.1 The Escrow Agent shall be Clay County Abstract and Title, Clay Center, Kansas.

21.2 The parties shall cause to be delivered to the Escrow Agent, the original of this Agreement, the down payment, the original of the trustee warranty deed and the title insurance binder.

21.3 Upon payment of the purchase price as provided herein, the escrow shall terminate and the deed shall be delivered to BUYER.

21.4 All fees of the Escrow Agent shall be paid one-half (½) by SELLER and one-half (½) by BUYER.

SECTION 22
INTERNAL REVENUE SERVICE REPORTING AGENT

22.1 Clay County Abstract and Title is hereby designated as the real estate reporting person as defined in IRS Code § 6045(e).

SECTION 23
NOTICE

23.1 Any notices or other communications required or permitted hereunder shall be deemed to have been properly given and delivered if in writing by such party and delivered personally or sent by facsimile, e-mail transmission or nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

SELLER	BUYER
Denise Dusin, Trustee	_____
Myrl D. and Patricia A. Merritt Trust	_____
5221 S. Fairchilds Rd.	_____
Smolan, Kansas 67479	

or to such other representative or at such other address of a party as such party may furnish to the other parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, facsimile or e-mail transmission, or (b) on the first business day following timely delivery to a national overnight courier service or (c) on the fifth (5^{th}) business day following it being mailed by registered or certified mail.

23.2 SELLER and BUYER shall have the right to change their respective addresses for delivery of notice hereunder by specifying a new address in writing and delivering the written instrument specifying such new address to the other party hereto.

SECTION 24
EXECUTION OF THIS AGREEMENT; ELECTRONIC SIGNATURES

24.1 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. 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.

SECTION 25
CAPTIONS

25.1 The captions contained herein are for the purpose of convenient reference and do not separately define, limit or describe the scope and intent of any section to the exclusion of consideration of all other provisions of the Agreement contained in all other sections.

SECTION 26
CONSTRUCTION

26.1 The language used in this Agreement shall be deemed to be language chosen by all parties hereto to express their mutual intent, and no rule of strict construction against any party shall apply to any term or condition of this Agreement.

SECTION 27
SEVERABILITY

27.1 Every provision of this Agreement is intended to be severable; if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remaining provisions of this Agreement.

SECTION 28
GOVERNING LAW

28.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Kansas.

SECTION 29
APPLICABILITY

29.1 This Agreement shall be binding upon the respective heirs, devisees, legatees, representatives, fiduciaries, successors and assigns as herein provided of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SELLER

MYRL D. and PATRICIA A. MERRITT Trust

By: _____
DENISE DUSIN, Trustee

BUYER

_____

Exhibit "A"

A tract of land in the South Half (S½) of Section Twenty Nine (29), Township Four (4) South, Range Three (3) East of the 6th P.M., Washington County, Kansas described as follows:

Beginning at the Southwest Corner of the Southeast Quarter (SE¼) of said Section 29;
thence N00°13'41"E, 1,313.17 feet to the Southeast Corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of said Section 29;
thence S89°40'27"W, 1,331.53 feet to the Southwest Corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of said Section 29;
thence N00°18'01"E, 1,314.77 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of said Section 29;
thence N89°44'31" E, 1,329.86 feet to the Northeast Corner of the Southwest Quarter (SW¼) of said Section 29;
thence N89°44'31"E, 2,002.79 feet along the North Line of the South Half (S½) of said Section 29;
thence S01°08'42"E, 1,226.13 feet;
thence S86°02'48"W, 473.23 feet;
thence S01°05'41"W, 560.97 feet;
thence N89°38'10"W, 416.03 feet;
thence S00°00'54"E,820.31 feet to the South Line of the Southeast Quarter (SE¼) of said Section 29;
thence N89°54'52"W, 1,139.09 feet to the point of beginning.