REAL ESTATE SALES CONTRACT

THIS AGREEMENT, dated_____, is made and entered into by and between Tom Clark and Kathleen Clark Sandberg, as Trustees of the Barbara T. Clark Revocable Trust dated June 3, 1988; and Jonathan C. Giles and Shannon M. North-Giles, husband and wife, hereinafter collectively referred to as "Sellers," and _____, hereinafter referred to as "Buyer."

WITNESSETH: That Sellers hereby agree to sell and convey marketable title, including any and all mineral and water rights owned by the Sellers, by a Warranty Deed to the Buyer, Buyer being the highest bidder at public auction held on November 21, 2025, or such other person(s) or entities designated by Buyer, free and clear of all liens and encumbrances except easements and restrictions of record and subject to applicable zoning laws, and Buyer agrees to purchase all of the following described real estate, located in WASHINGTON COUNTY, KANSAS to-wit:

Tract 1: The South Half (S1/2) of the Southwest Quarter (SW¼) of Section Seven (7), in Township Three (3) South, Range Three East of the 6th P.M., Washington County, Kansas.

Tract 2: The North Half (N1/2) of the Southwest Quarter (SW¼) of Section Seven (7), in Township Three (3) South, Range Three (3) East of the 6th P.M., Washington County, Kansas.

Sellers make no representation or warranty as to boundary lines and no guarantee as to total acreage. Buyer acknowledges that the acreage estimates in the marketing materials are estimates only and that the purchase price will not change, regardless of the amount of actual acres. Should the Buyer desire to obtain a survey, the same shall be paid for by Buyer and be for informational purposes only.

1. PURCHASE PRICE. The total purchase price (Tract 1 and Tract 2) is $_____. Buyer will pay the sum of $_____ (10% of the total purchase price) to the Escrow Agent upon the execution of this contract as an earnest money deposit. Buyer will pay the remaining balance of the purchase price, plus any adjustments required under this Contract, in the form of certified funds on or before December 23, 2025, the date hereinafter set for final closing unless extended by mutual agreement of the parties hereto, and upon receipt of the Warranty Deed which conveys marketable record title to Buyer.

2. TITLE INSURANCE. Sellers agree to deliver to Buyer within a reasonable time after the execution of this contract a preliminary owner's title insurance commitment, and after closing, a standard owner's title policy, covering the above-described property certified to date in the full amount of the purchase price of the above property from **Pony Express Title, LLC.** Sellers agree that as a condition of this contract, the title insurance commitment must show insurable title to be vested in the Sellers. Buyer shall be entitled to a reasonable time thereafter, not to exceed five (5) business days, in which to have said title insurance report examined and to return the same to Sellers with any written objections as to the exclusions or underwriting requirements in said title insurance commitment within such time, otherwise any such objections shall be deemed to be waived. Sellers shall then have a reasonable time to satisfy any underwriting requirements. If Sellers are unable to provide merchantable title, any earnest money paid shall be returned to Buyer.

By agreement of the parties hereto, the title insurance premium will be paid equally by Sellers and Buyer. Buyer shall be responsible for the cost of any required lender's or mortgage policy. Sellers shall be responsible for the preparation and recording of any curative documents required to establish title in Sellers.

3. ESCROW/CLOSING AGENT. A Warranty Deed shall be executed and deposited with the Escrow/Closing Agent. The Escrow Agent is hereby directed to deliver the Deed to Buyer when the entire purchase price has been paid in full.

The parties hereto make and designate **The Law Office of Elizabeth Baskerville Hiltgen, P.A.**, Washington, Kansas the Escrow/Closing Agent herein. The Escrow/Closing Agent is hereby authorized and directed to pay any and all necessary and incidental expenses incurred in connection with the sale of the above-described real estate, including the remaining balance on any mortgages and a real estate commission of the gross sales price due and owing from Sellers to Midwest Land and Home, LLC, Washington, Kansas. The Escrow Agent is authorized to pay all of Sellers' expenses under this Contract from funds paid by Buyer at closing and the Escrow Agent shall pay the net amount of those funds to which Sellers are entitled to Sellers or Sellers' assigns. The Sellers and Buyer shall equally pay the fee charged by the Escrow/Closing Agent. In the event an additional closing agent is needed to close a loan on behalf of Buyer, Buyer shall be responsible for any fee incurred by said agent.

Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties hereto understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, unless consent to do so is received from all parties to this Contract, pursuant to a Court Order, or the transaction is closed according to the terms of this Contract.

Buyer and Sellers 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.

Provided the Escrow/Closing Agent performs all of its obligations under the Agreement, the parties agree to defend, indemnify and hold the Escrow/Closing Agent harmless from any and all liabilities, losses or damages that the Escrow/Closing Agent, in good faith and without fault on its part, may incur or suffer by reason of this Agreement. The provisions of this paragraph shall survive the closing of this Agreement.

4. ESCROW AGENT AUTHORIZATIONS. The Sellers authorize the Escrow Agent to receive any mortgage and loan information relative to the above-referenced property, specifically directing the lending institution to provide any mortgage pay-off amounts upon request of the Escrow Agent.

The Buyer authorizes the Escrow Agent to receive any mortgage and loan information relative to the above-referenced property and to release to the bank or lending institution which is financing the purchase a copy of this Contract, a closing statement, and any other documents or information regarding this transaction as may be required for the loan application and closing of this sale.

5. POSSESSION. Possession of the above premises shall be delivered to Buyer at final closing. Closing shall take place on or before December 23, 2025, unless extended by mutual agreement of the parties hereto.

6. TAXES. Sellers shall pay the real estate property taxes due on the above-described real estate for the year 2025 and all prior years. Buyer agrees to pay all taxes and assessments for the year 2026 and all subsequent year's taxes and assessments. Any back taxes due and owing, and any penalties associated with said back taxes, shall be paid from Escrow.

7. REALTOR DISCLOSURE STATEMENT. The real estate firm involved in this transaction are agents only and not parties to this contract and will in no case whatsoever be held liable to either party for performance of any term or condition of this agreement or for damages for non-performance. Buyer acknowledges that said firm has made no representations and has given no express or implied warranties with regard to the condition of the subject property. Sellers and Buyer agree that the real estate firm shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by Sellers, Buyer, or the real estate firm on behalf of either.

Buyer and Sellers agree that the real estate licensees involved in this transaction are not experts regarding whether any environmental or health hazards exist in and on the property. Buyer and Sellers should seek expert advice and obtain inspections to determine if hazards, defects or damage exist in and on the property. If inspections are not performed regarding all or part of the property, 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 property that would have been apparent had inspections been performed.

SELLERS and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the SELLERS, agents of the BUYER, or transaction brokers. Licensees functioning as an agent of the SELLERS have a duty to represent the SELLERS' interest and will not be the agent of the BUYER. Information given by the BUYER to an agent for the SELLERS will be disclosed to the SELLERS. Licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interest and will not be an agent of the SELLERS. Information given by SELLERS to an agent for the BUYER will be disclosed to the BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party.

SELLERS and BUYER acknowledge that the Real Estate Brokerage Relationship Brochures have been furnished to them.

Listing Licensee: **Midwest Land & Home**, **LLC** is functioning as:

__XX__SELLERS' Agent ____Transaction Broker

Selling Licensee: _____ is functioning as:

___SELLER'S Agent ___BUYER'S Agent ____Transaction Broker

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 Sellers with the duty to represent the Sellers' interest, the licensee will not be acting as the agent of the undersigned Buyer, and all information given to licensee will be disclosed to Sellers.

8. SECTION 1031 EXCHANGE. Sellers 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 Section 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 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.

9. GOVERNMENT PROGRAMS AND/OR PAYMENTS. To the extent that any portion of the subject property is enrolled in government sponsored farm programs, Buyer will succeed to such government sponsored program contracts. Sellers 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 Sellers 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 pursuant to the federal farm program that have not been received before 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 2024 and paid in 2025. Any governmental payments due from the USDA that accrue after the Closing Date shall be payable to the Buyer.

10. INSPECTION/"AS IS." Buyer acknowledges that Buyer has had access to the premises and that the above-described real estate and any improvements thereon have been inspected and agrees to accept such property "as is" in its present condition, without any warranties given by the Sellers, other than warranties provided in the Warranty Deed. Buyer further acknowledges that Buyer has not relied on any statements of the Sellers or any agents of the Sellers regarding the above-described real estate. All inspections not made by the date of final closing shall be waived by Buyer.

Buyer acknowledges that no express or implied warranties have been given by either the Sellers or any agents of the Sellers concerning the above-described real estate. Buyer acknowledges that defects or conditions concerning the property may exist of which Sellers may not be aware but could be revealed as a result of an inspection by a qualified professional.

11. DEFAULT. It is agreed by and between the parties that in the event either party should default on the terms, covenants, and agreements herein, the other party has the option to declare this Contract null and void or they shall also have all of the remedies allowed by law, including the remedy of specific performance. If either party defaults, then the other party shall also have the right to:

a. Bring an action to require the specific performance of this Contract by the other party, unless Sellers are considered in default because of the lack of merchantable title;

b. Seek damages for the failure of the other party to perform this Contract according to the terms and conditions stated herein;

c. If the Buyer defaults, Sellers may elect to cancel this Contract and Sellers shall retain the balance of the earnest money paid hereunder as liquidated damages after the payment of any expenses incurred; and/or

d. If the Sellers default, Buyer may elect to cancel this Contract and the earnest money shall be paid to Buyer.

If the Contract is declared breached, forfeited and cancelled or declared null and void by either party, then all parties shall be released from any further liability hereunder.

12. MEDIATION. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to attempt to settle the dispute in an amicable manner by mediation before resorting to litigation. Mediation is an informal non-binding alternative dispute resolution process in which a trained mediator facilitates discussions and negotiations among the parties to help them resolve their disputes. If either party refuses to participate in mediation, then the other party may proceed to enforce any available remedies at law.

13. INSURANCE. It is agreed by and between the parties that Sellers presently maintain liability insurance on the above-described real estate and that Sellers shall be entitled to cancel said insurance at the time of closing. At the time of possession all risk of loss shall pass from Sellers to Buyer.

14. ENTIRE AGREEMENT. The parties agree that this Contract constitutes the entire agreement and that there are no other written or unwritten agreements, oral or implied promises, covenants or warranties. It is further agreed by the parties hereto that this Contract may only be amended or modified by a written agreement signed by all of the parties.

15. ASSIGNMENT. With the exception of Paragraph 8 above, the parties shall not assign this Contract or sell or transfer any rights obtained hereunder without the prior written consent of the parties hereto until the purchase price is paid in full. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve either party of their obligations pursuant to this Agreement.

16. LEGAL AND TAX. Sellers and Buyer acknowledge that they have had the opportunity to receive separate and independent advice regarding the legal and tax consequences of this Contract. There are no representations or warranties by or between the Sellers and Buyer as to the legal or tax consequences of this Contract except those which are set forth in writing in this Contract.

Elizabeth Baskerville Hiltgen of The Law Office of Elizabeth Baskerville Hiltgen, P.A. has only represented the Sellers herein and has not purported to represent in any manner the Buyer. If the Buyer has any questions, Buyer should have this Contract reviewed by Buyer's own attorney.

17. CONSENT TO MODIFICATION OF GRANTEE. Notwithstanding any other provision herein, Buyer may modify the ultimate "Grantee" named in any deed to: (1) any LLC, Partnership or Corporation owned in whole or in part by Buyer, (2) any trust created by or for the benefit of Buyer (in whole or in part), or (3) to include joint tenancy to any related person or business partner. Buyer shall provide written notification to the title company and the person or entity responsible for creating the deed of any "modification of grantee" made under this paragraph.

18. REPORTING AGENT. The Reporting Agent for the sale of the hereinabove described real estate as required by the rules and regulations of the Internal Revenue Service shall be The Law Office of Elizabeth Baskerville Hiltgen, P.A. The parties will furnish the escrow agent with their social security number and/or tax identification number in compliance with the tax reform act of 1984 and the Sellers will execute an Internal Revenue Service Form W-9 to be prepared by the Escrow Agent. The Escrow Agent is responsible for completion and filing of Internal Revenue Service Form 1099's required to report the sale or exchange of real estate.

19. PAYMENT OF EXPENSES. The **Sellers** and **Buyer** shall each pay one-half of the following:

a. Title Insurance Premium.
b. Escrow and Closing Fees.
c. Fee for preparation of the Contract.

The **Sellers** shall be responsible for payment of the following:

a. Commission to Midwest Land & Home, LLC.
b. Any expenses related to clearing title.
c. Any legal and accounting fees for personal representation.

The **Buyer** shall be responsible for payment of the following, where applicable:

a. Lender's Policy/Mortgage Insurance premium.
b. Examination of Title Insurance Commitment.
c. Any legal and accounting fees for personal representation.
d. Any and all inspections Buyer wishes to conduct.
e. Filing fee to record deed.
f. Any and all loan and financing costs.
g. Filing fee for recording any necessary mortgage.

20. MISCELLANEOUS.

a. It is agreed by and between the parties that this Contract shall be binding upon the heirs, devisees, legatees, executors, administrators, personal representatives, legal representatives, fiduciaries, successors and assignees of the parties hereto.

b. Time is of the essence of this Contract.

c. In the event any covenant, condition, term, or provision contained herein shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by a judgment, order or decree of any Court or other tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained herein, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

d. The topics underlined herein have been utilized for clarification, and they are to be incorporated into and interpreted as a part of this Contract. Any use of the singular shall include the plural and any use of the masculine shall include the feminine, and vice versa.

e. This Contract shall be interpreted and enforced according to the laws of the State of Kansas.

f. The Contract hereto shall be executed in quadruplicate with each of the parties hereto receiving an executed original, with the third executed original being delivered to the real estate agent and with the fourth executed original being delivered to the Escrow Agent. Each executed original shall be an original of the Contract.

g. Sellers and Buyer agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act and that the same may be executed by DocuSign, facsimile or electronic signature by any party and such signature will be deemed binding for all purposes hereof and shall have the same force and effect as an original without delivery of an original signature being thereafter required.

h. 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 shall not be fully effective unless and until it is signed by each of the above-named parties.

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

Barbara T. Clark Revocable Trust
Dated June 3, 1988 - Seller

By: Tom Clark, Trustee – *Seller*	_____ – *Buyer*
Dated:_____	Dated:_____
By: Kathleen Clark Sandberg, Trustee- *Seller*	_____ – *Buyer*
Dated:_____	Dated:_____

_____
Jonathan C. Giles – *Seller*
Dated: _____

_____
Shannon M. North-Giles – *Seller*
Dated: _____

Sellers Information:

_____
P.O. Box/Street

_____
City, State, Zip

_____
Telephone No.

_____
Email Address

Buyer Information:

_____
P.O. Box/Street

_____
City, State, Zip

_____
Telephone No.

_____
Email Address

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 $_____ down payment acknowledged this ___ day of _____, 2025.

Receipt of the Real Estate Sales Contract dated this ___ day of _____, 2025.

Dated this ____ day of _____, 2025.

The Law Office of
Elizabeth Baskerville Hiltgen, P.A.

By:_____