CONTRACT

THIS AGREEMENT made on _____, per acknowledgments herein, by and between Laverne R. Meier and Sara K. Meier, husband and wife, and Max E. Meier, a single person, Angela M. Rice, a married person, Stefanie L. Egan, a single person, and Daniel L. Meier, a married person, hereinafter referred to as "Sellers," and

_____

_____

hereinafter referred to as "Buyers."

WITNESSETH:

1. **BUY AND SELL**. For consideration hereafter mentioned the method of payment by Buyer being hereafter set forth, Buyers agree to buy, and Sellers agree to sell the following described real estate situated in the County of Nemaha, State of Kansas, to-wit:

Tract 1: The West Half of the Southeast Quarter of Section 2, Township 1 South, Range 12 East of the 6th P.M., Nemaha County, Kansas

Tract 2: The Southwest Quarter of Section 2, Township 1 South, Range 12 East of the 6th P.M., Nemaha County, Kansas, LESS AND EXCEPT ten acres off the North side of the Northwest Quarter of Southwest Quarter

and deliver to Buyers a Warranty Deed, together with a standard owners preliminary title insurance report, and, after closing of this contract, a standard owners title insurance policy which will insure purchaser against loss or damage to the extent of the total purchase price by reason of defects in the title of Sellers in said real estate, subject to the below exceptions (or together with an abstract of title showing merchantable fee simple title thereto vested in the Sellers under Kansas Title Standards and the Kansas Marketable Title Act, guaranteeing said title to Buyers, free and clear of all encumbrances); subject, however, to all easements, zoning, reservations and

restrictions, both visible and of record, applying to said property, and with the standard exceptions as to matters of survey and future taxes. It is agreed and understood that this contract is for the sale of said real estate and all permanent improvements and fixtures contained therein in their present existing condition, including the following personal property, if any:

NONE

Sellers make NO REPRESENTATION OR WARRANTY as to the condition of said real property improvements or fixtures contained therein. Buyers acknowledge inspection and agree to purchase the same under present existing conditions “as is” and “where is.”

2. **CONSIDERATION.** In consideration of the above-mentioned Warranty Deed, Buyers agree to pay to Sellers, through Nemaha County Abstract and Title Company of 507 Main Street, Seneca, Kansas, 66538 as escrow agent of both parties, the sum of $_____, as follows:

a. $_____ as a 10% down payment.

b. $_____ balance to be paid at the time of closing.

3. **POSSESSION.** Upon closing, Sellers shall deliver the possession of the property and improvements in substantially the same condition as exists on the date of this Agreement, ordinary wear and tear accepted.

4. **CLOSING.** This contract shall be closed on or before December 1st, 2026, unless that closing date is extended by written consent of the Sellers and Buyers or additional time is required to provide marketable title.

5. **TAXES.** Sellers agree to pay all taxes, general and special, assessed and levied, against said real estate that are due and payable for the year 2026 and all prior years. All such taxes for the year 2027, all assessments that may be levied, imposed, or become payable after said time shall be assumed and paid by the Buyers.

6. **INSURANCE.** Sellers presently have insurance on the property and will keep that policy in full force and effect until the date of possession, at which time Buyers may assume said insurance policy. In the event of loss or damage to the improvements by fire or other cause, prior to closing (possession), the proceeds of Sellers’ existing insurance policy coverage shall be used to repair said loss or damage, but if the proceeds

are insufficient to repair the same, Buyers at their option may terminate this contract, whereupon, the earnest money shall be returned to them, whereupon the obligations of the parties hereunder shall end.

7. **ESCROW AGENT.** The parties hereto hereby designate the Nemaha County Abstract and Title Company of 507 Main Street, Seneca, Kansas, 66538, as the escrow agent under this agreement. Said escrow agent is instructed and authorized as follows:

a. To receive all payments under this contract on behalf of the Sellers, and to give due and proper credit therefore, and remit the balance to the Sellers as they so direct, after paying the expense of Sellers under this contract.

b. **To receive the original of this contract, the Warranty Deed, the standard owners preliminary title insurance, and all related papers and deliver same to Buyers upon completion of this contract according to its terms.** It is mutually agreed by and between the parties hereto that when the money due Sellers herein has been paid in full by Buyers, said escrow agent shall terminate, and the escrow agent is directed to deliver the documents and related papers as set forth herein as above stated.

c. The escrow agent shall be responsible for all such funds and documents as it shall have actually received hereunder but shall have no obligation whatsoever to give notice or declare default or notify or remind any of the parties of their obligations or of their failure to meet their obligations or any other omission hereunder. The escrow agent is hereby authorized and directed to pay, at the time of the closing, the expenses of the sale, if not earlier paid by the responsible party.

d. 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 laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyers and Sellers agree that failure by either to respond in writing to a certified letter from the escrow agent within seven days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit

within 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.

8. **COSTS.** It is further agreed by the parties hereto that the costs shall be paid as follows:

a. The parties will each pay one-half of the preparation of this contract, the closing cost, escrow fee, and the owner's title insurance policy;

b. The Sellers will pay for the preparation of the deed; and

c. The Buyers will pay for recording the deed and the lender's title insurance policy.

9. **ASSIGNMENT.** It is expressly understood by the parties hereto; the Buyers may not assign any of their rights under this agreement without the express written approval of the Sellers.

PRELIMINARY OWNER'S TITLE INSURANCE REPORT. Sellers shall deliver an Owner's Title Insurance Policy covering the above-described real estate, certified to date, issued by a title insurance company authorized to do business in the State of Kansas, insuring a merchantable fee simple title in the Sellers subject to provisions of this contract as of the date of recording the deed. The commitment for said policy must show insurable title to be vested in the Sellers. Buyers shall have 10 days in which to have said commitment examined and to return the same to Sellers and the title company with any written objections as to the exclusions or underwriting requirements in said commitment. Sellers will then have 30 days, if necessary, to make any correction to the defect in the title and to satisfy any underwriting requirements. In the event the Sellers are unable to make the corrections and to satisfy the underwriting requirements within the time specified, or the commitment is not delivered within 20 days after Buyers advise Sellers in writing that said commitment has not been received, this Contract shall be declared null and void, and any payment made under paragraph 2 shall be refunded to the Buyers, and each party is released of any further obligation to the other, unless Buyer elects to waive such defects or the failure to deliver the commitment as above provided.

10. **DEED.** Upon the execution hereof, Sellers shall execute a Warranty Deed to the subject property, in which the Seller shall be the grantors and the Buyers the grantees, and said deed shall be delivered to the escrow agent, Nemaha County Abstract and Title Company. The escrow agent shall hold the deed and other documents provided for herein, until the full performance of this Agreement by the parties, whereupon the same shall be filed with the Nemaha County, Kansas, Register of Deeds Office and then shall be delivered to the Buyers.

11. **TIME AND PENALTY CLAUSE OF SELLERS.** In the event Buyers shall fail to make the final payment required hereunder to the extent that they are in default in the making of any said payment for a period of thirty (30) days, or in any other way violates or breaches the terms of this Agreement, the Sellers may, at their option, declare this Agreement null and void, and all rights of the Buyers hereunder shall therefore end, and all monies paid and improvements made hereunder shall be retained by the Sellers as rent and liquidated damages for said nonperformance, and Sellers shall thereupon be entitled to immediate possession of said real estate. In the event Sellers exercise their option to cancel this contract as aforesaid, upon cancellation and repossession by the Sellers, Sellers shall be thereupon entitled to possession of said real estate, free of all right, title, and interest of the Buyers, and all parties shall thereupon be released from further liability hereunder; but if the Sellers do not exercise their option to terminate this contract, Sellers may require specific performance or exercise any other rights or remedies available to Sellers.

TIME IS OF THE ESSENCE OF THIS CONTRACT.

12. **TIME AND PENALTY CLAUSE OF BUYERS.** In the event the Sellers fail to comply with any or all of the terms and provisions herein set forth to be performed by the Sellers, then the Buyers, at the Buyers' option, may:

a. Require the specific performance of this Contract and recover damages resulting from the failure to so perform; or

b. In the alternative, may declare this Contract null and void, and in such event, shall be entitled to a refund of the money paid pursuant to paragraph 2.

13. **WAIVER PROVISION.** Any waiver of any payment hereunder shall not, at any other time, be taken to be a waiver of the terms of this contract.

14. **MECHANIC'S LIEN INDEMNITY OBLIGATION OF SELLERS**. Sellers shall pay all contractors, subcontractors, laborers, material men, or suppliers for all work done or material furnished to the above property prior to the closing of this contract, which might form a basis of a mechanic's lien. Sellers shall indemnify and hold harmless Buyers from any obligations for payments of any amount by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this contract.

15. **TOTAL 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 any party to this contract, or by any employee, or officer, or agent of any party, that is not in writing and signed by all the parties to this agreement, shall be binding.

16. **OBLIGATIONS.** It is mutually agreed by and between the parties hereto that all of the covenants and agreements contained herein shall be, and extend to, and be obligatory upon, the heirs, executors, administrators, trustees, successors, and assigns of the respective parties hereto.

17. **COPIES.** This agreement may be executed in any number of copies, each of which when executed and delivered shall be an original, but all such copies shall constitute one and the same instrument.

18. **GOVERNING LAW.** This agreement and all of the transactions described herein shall be governed in accordance with the laws of the State of Kansas.

19. **TERMITE INSPECTION.** It is agreed by the parties that there is no Terminte Inspection of the premises.

20. **ENVIRONMENTAL CONDITIONS**. Sellers assume the risk of and agree to indemnify and hold Buyers harmless, and to defend Buyers against and from any claims, costs, liabilities, expenses (including, without limitation, court costs and attorney fees), or demands of whatsoever nature or source for any defects or environmental problems, latent or obvious, discovered or undiscovered in the property being conveyed. Sellers

agree that there are no environmental hazards or wastes associated with this property and, specifically, agree there are no underground storage tanks, hazardous substances, hazardous wastes, asbestos as determined by either Federal or State law and Sellers agree that if any of the above environmental hazards or wastes are later discovered and were present at the time of the making of this contract any expense to clean up the hazards or wastes will be the expense of the Sellers and the Sellers agree to hold Buyers harmless and indemnify the Buyers as to any amount expended for such cleanup as required by law. Seller's warrant there is no environmental condition on the above stated property at the present time.

21. **RADON DISCLOSURE.** Every Buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen is the leading cause of lung cancer in non-smokers and is the second leading cause overall. Kansas law requires sellers to disclosure any information known to the sellers that shows elevated concentrations of radon gas in residential real property. **Sellers have no knowledge of or information regarding radon gas concentrations in subject property**. The Kansas Department of Health and Environment recommends all home Buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. If radon is discovered in an unsafe level and cannot be reduced by a radon mitigation technician, Buyers can cancel this contract, and the down payment (see paragraph 2) will be returned to Buyers. For additional information, please go to www.kansasradonprogram.org.

22. **OFFENDER REGISTRATION.** 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 Buyer, desire information regarding these registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at www.kansas.gov/kbi or by contacting the local sheriff's office.

23. **SURVEY.** It is recommended that the Buyers obtain a survey at Buyers' expense prior to closing of the sale. If Buyers elect not to obtain a survey, it is understood and agreed the Sellers shall not be held responsible for any defect, encroachments, overlaps, boundary line disputes, acreage and other matters which would be decided by a survey.

24. There is presently a propane tank on the premises owned by the Sellers.

25. All farm leases are subject to possession to February 28th, 2027. Nevertheless, the lease for soybean acres and homesite is not extended beyond November 15th, 2026.

26. **CROPS AND/OR CATTLE.** Seller's state there are crops on the property and/or cattle. Sellers agree that no agreement with tenant will extend past (year) and all crops and animals will be removed by the end of 2026.

27. **BROKERAGE.** Sellers/Buyers Agency Disclosure Pursuant to K.S.A. 58-3062 licensee Midwest Land and Home, hereby notifies the undersigned Sellers in writing as part of the contract as follows:

A. The licensee is or will be acting as agent of the Sellers with the duty to represent the Sellers interest.

B. The licensee will not be the agent of the undersigned prospective Buyers.

C. Information given to licensee will be disclosed to Seller.

D. The undersigned acknowledges the above disclosure notice was given to the undersigned purchasers.

SELLERS AND BUYERS ACKNOWLEDGE THAT DISCLOSURE(S) OF LICENSEE AGENCY STATUS REQUIRED PURSUANT TO APPLICABLE STATE LAWS WERE MADE PRIOR TO THEIR EXECUTION OF THIS CONTRACT.

28. **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. Buyers acknowledge 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 Sellers, Buyers, 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, Buyers are 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.

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

30. **GOVERNMENT PROGRAMS AND/OR PAYMENTS.** To the extent that any portion of the subject property is enrolled in government sponsored farm programs, Buyers will succeed to such government sponsored program contracts. The Sellers and/or the Real Estate Agent do not guarantee the eligibility or the success of the Buyers in any government sponsored programs. Buyers 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 Buyers fail to comply, and penalties or forfeiture be imposed. Any governmental payments due from the USDA pursuant to the federal farm program that has 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 2026 and paid in 2027. Any governmental payments due from the USDA that accrue after the Closing Date shall be payable to the Buyers.

31. **IRS SECTION 1031 EXCHANGE.** Sellers and Buyers 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 ə1.103.(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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Laverne R. Meyer SELLER	Sara K. Meier SELLER
Max E. Meier SELLER	Angela M. Rice SELLER
Stefanie L. Egan SELLER	Daniel L. Meier SELLER
(signature) *BUYER*	*(signature)* *BUYER*
(printed name)	*(printed name)*