

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made and entered into this 23rd day of October, 2026, by and between Samantha Pirie, f/k/a Samantha Haugen, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Buyer."

WITNESSETH, that Seller hereby agrees to sell and convey, by a good and sufficient Warranty Deed to the Buyer, in the manner and form directed by Buyer; and Buyer agrees to purchase all of the following real estate together with all improvements, to wit:

The North Half of the Northeast Quarter the North Half of the South Half of the Northeast Quarter of Section 2, Township 9 South, Range 2 East of the 6th P.M., in Clay County, Kansas;

Except and subject to easements, restrictions and rights-of-way, both visible and of record.

1. PRICE: The total purchase price of _____ shall be paid by Buyer as hereinafter provided:

- A.) The sum of ten percent (10%) of the total agreed upon sales price down upon the execution of this agreement to be paid to the escrow agent named herein to be held and applied to the purchase price as hereinafter set out;
- B.) The remaining balance of the purchase price, plus or minus any adjustments required under this Agreement, to be paid at closing to the escrow agent named herein by certified monies.
- C.) All payments made under this contract shall be made payable to Clay County Abstract & Title Company, the Escrow/Closing Agent. Further, the Buyer's payment at the time of closing shall be in the form of a money order, cashier's check or other certified funds.

2. MARKETABLE TITLE: Seller shall convey title to the real estate to the Buyer free of all liens and encumbrances except (i) easements, (ii) zoning and deed restrictions of record and (iii) oil and gas lease, if any, now of record, by good and sufficient warranty deed. Seller shall furnish to Buyer an Owner's Policy of Title Insurance to said real estate showing marketable or insurable record title.

Seller and Buyer shall be equally responsible for the cost of an Owner's Policy of Title Insurance. Any additional title insurance coverage that may be required by Buyer or Buyer's lender shall be borne entirely by Buyer.

Said title insurance commitment shall be delivered to the Buyer or the attorney designated by Buyer for examination. The cost of examination of the title insurance commitment shall be paid by Buyer.

If any defects in the title are present, Seller shall have a reasonable time to correct said defects. The cost of making title merchantable or insurable shall be paid by Seller.

3. TAXES: Property taxes for 2026 and all prior years shall be paid by Seller. Property taxes for all subsequent years shall be paid by Buyer.

4. CLOSING AND POSSESSION: Possession of the above-described real estate shall be delivered to Buyer on or before **November 24, 2026**, unless extended by mutual agreement of the parties. Closing of the real estate transaction shall be held at Clay County Abstract & Title Company, 610 5th Street, Clay Center, KS 67432 – phone #785-632-3209.

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 202__ and paid in 202__. Any governmental payments due that accrue after the Closing Date shall be payable to the Buyer.

Current tenant has relinquished rights upon completion of the fall harvest of 2026.

5. CONDITION OF PREMISES: Buyer acknowledges that Buyer has made such inspections as Buyer has deemed necessary or prudent; that Buyer is fully aware of the condition of the subject property and that Buyer accepts the subject property, in its preexisting condition, “AS IS” and “WHERE IS,” subject to all zoning ordinances and other codes and regulations imposed by the applicable governmental authority. Buyer further accepts the above-described tract in its present existing condition without warranty of fitness of purpose or any other guarantee by Seller or Seller’s agents, unless the same is expressly set forth in this contract.

By signing this agreement, Buyer acknowledges that neither Seller nor any real estate agent involved in this transaction is an expert at detecting or fixing environmental hazards or conditions. Buyer further acknowledges that no important representations concerning the condition of the property are being relied upon by the Buyer except as disclosed herein. In addition, Buyer acknowledges that there are no warranties with respect to environmental concerns.

The 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.

6. PERSONAL PROPERTY: No personal property is included in this agreement.

7. ESCROW: Seller and Buyer agree that Clay County Abstract & Title Company will act as Escrow Agent for this transaction. The Escrow Agent is hereby advised to hold the Warranty Deed in Escrow until the purchase price has been paid in full; at which time the Deed will be delivered to the Buyer. The Escrow Agent is directed to pay all expenses incurred in connection with the sale of the above-described real estate.

The Escrow Agent reserves the right to require the balance of the purchase price to be provided by bank wire transfer to Escrow Agent's financial institution at or prior to closing. Notwithstanding the definition of good funds under Kansas law, it is agreed by the parties hereto that funds to close must be fully settled and unconditionally credited to the account of the Escrow Agent at or prior to closing.

Seller and Buyer shall be equally responsible for the costs to prepare contract and deed, and for the escrow/closing fees.

Upon delivery of the deed, Buyer shall be responsible for the cost to record the deed in the Register of Deeds Office and shall pay all related recording fees and taxes, including the recording fee for any deed, mortgage, and the mortgage registration tax, if any.

The parties will furnish the escrow agent their social security numbers or tax identification numbers in compliance with the IRS tax code. The escrow agent will be responsible for completion and filing of Internal Revenue Service Form 1099-S required to report the sale or exchange of real estate.

8. KANSAS DISCLOSURES (if applicable):

Lead-based Paint Notice: The building site improvements have been built long enough ago to contain lead-based paint, but Seller has no knowledge of the lead-based paint and /or lead-based paint hazards in the building sites. Buyer may make whatever inspection they desire to determine if there exists any lead-based paint or hazards on said property(ies) and take whatever action is necessary to remove lead-based paint or hazards at Buyer's expense.

Radon Notice. Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place the 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 the second leading cause overall. The Kansas department of health and environment recommends that 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 radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

Registered Offenders Notice. Kansas law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the sheriff of the county in which they

reside. If you, as the buyer, 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 sheriff's office.

9. DEFAULT: If Seller is unable to deliver marketable/insurable title, any earnest money shall be returned to Buyer and this agreement shall be of no further force and effect. In the event Buyer fails to make any of the payments or perform any of the covenants contained herein, Seller may declare this agreement null and void and any amounts paid by the Buyer shall be forfeited to Seller as liquidated damages. In the alternative, Seller shall be entitled to pursue such other legal and equitable remedies that may be available to Seller.

10. FORFEITURE OR REFUND OF EARNEST MONEY: Seller and Buyer 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. 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.

11. TIME IS OF THE ESSENCE: Seller and Buyer agree that this agreement constitutes the entire agreement and that there are no unwritten, oral or implied promises, covenants or warranties.

Time is of the essence of this agreement and all payments shall be made promptly and in accordance with the terms hereof and all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors in interest, and assigns of the respective parties.

12. BROKER RELATIONSHIPS DISCLOSURE, COMMISSION. 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 Buyer, and all information given to licensee will be disclosed to Seller.

(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. 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.

(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 if 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.

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

13. IRS CODE SECTION 1031 TAX DEFERRED EXCHANGE. In the event, BUYER informs SELLER that this contract 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 require for BUYER to complete the IRS Section 1031 Tax Deferred Exchange as referred to in (a) above.

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 31.103.(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.

14. COUNTERPARTS. This Agreement and any other closing document (other than the warranty deed) may be executed and delivered including by facsimile transmission or electronic signature in one or more counterparts, each of which shall be deemed an original but all 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.

15. FINCEN REPORTING NOTICE AND ACKNOWLEDGEMENT: Buyer(s) and Seller(s) 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.

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(s), any beneficial owner(s), and the method of payment, particularly in cash or non-financed transactions.

Buyer(s) and Seller(s) 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.

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.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

Samantha Pirie
f/k/a Samantha Haugen

Date

[print]_____

Date

[print]_____

Date

ACCEPTANCE BY ESCROW AGENT

The undersigned hereby accepts the appointment of Escrow Agent in the Contract for Sale of Real Estate as set out above and acknowledges receipt of the following:

- _____

1. Original contract executed by the parties;
 2. Original Warranty Deed;
 3. Down Payment in the amount of \$ _____;

Dated: _____

Clay County Abstract & Title Company
Escrow Agent

SELLER INFORMATION
Confidential for Escrow Purposes Only

Sellers' Names: (1) Samantha Pirie, f/k/a Samantha Haugen

Sellers' Address after sale _____

Sellers' Soc. Sec. No.: _____

Sellers' telephone #: _____

Name of Sellers' Mortgage company, if applicable _____

Sellers' loan/account # _____ Mortgage company phone # _____

BUYER INFORMATION
Confidential for Escrow Purposes Only

Buyers' Names: _____

Buyers' Address after sale _____

Buyers' Soc. Sec. No.: _____

Buyers' telephone #: _____

For Buyer:

Lending institution to be utilized (if any): _____

Name of Contact at Lending Institution: _____

Contact Phone number: _____