Kansas Real Estate Sale Contract

This is a legally binding contract. If not understood, seek legal advice.

11516 Nicholas Street, Omaha, NE 68154
Phone: (402) 496-3276; Fax (402 496-7956

Sale No. L-2600271
Date: Sept. 28, 2026

The undersigned, TBD, (Buyer), having examined the below described Property to its complete satisfaction, hereby offers to purchase the same, through Farmers National Company ("Agent"), on the terms and conditions set forth, herein.

This offer shall expire at NA o'clock ___M, on NA, 20__. If notification of the Seller's unqualified acceptance of this offer is not communicated to Buyer prior to that time by Seller or Agent, this offer shall be deemed revoked, and Buyer's earnest money promptly refunded. Buyer acknowledges that it has not engaged with any other agent or broker with respect to the Property other than Agent, and that no representation has been made to Buyer by Seller or Agent or is being relied upon by Buyer, other than those set forth, herein. Buyer agrees to indemnify Seller and Agent from and against any and all claims brought by any broker or any other person, firm or corporation for brokerage or other commissions arising in connection with the sale of the Property to the extent engaged solely by Buyer. The foregoing indemnity shall survive any closing or termination of this contract.

1. PROPERTY

Parcel ID Numbers: 013-05-0-00-00-003.00-0-01

Legal Description: The Southwest Quarter (SW/4) of Section Five (5), Township Twenty (20) South, Range Sixteen (16) West of the 6th P.M.

Containing 157.08 acres more or less situated in Pawnee County, KS State, together with all appurtenant rights, privileges, easements, improvements & fixtures in their current condition and including all mineral, wind, certified irrigated acres, water rights owned by Seller (excluding any mineral, wind & water rights previously reserved or conveyed of record) unless expressly reserved by Seller in this contract (collectively, the "Property"), as provided below _____

Buyer agrees to acquire all personal property, fixtures and buildings, if any, comprising a portion of the Property in their "as is-where is" condition, with all faults, and with no guarantees or warranties from the Seller or Agent.

2. CONTRACT SALES PRICE AND TERMS

Buyer agrees to pay Seller the total sum of $ 100% for the Property, as follows:

Earnest money in the amount of $ 10% accompanies this contract, having been deposited with Security 1st Title, LLC. If the earnest money has been deposited with Agent, then by execution of this contract Agent acknowledges receipt of the same. Buyer understands that its earnest money check will be cashed upon acceptance of this offer by Seller.

At closing, upon delivery of a Warranty deed, and all other documents needed to properly transfer title, $ 90% shall be paid to the Seller by certified check, money order, or wire transfer.

3. CLOSING AND POSSESSION

Closing of the sale shall occur on or about November 15, 20 26, or such other date agreed to by the parties, following which Buyer shall have possession of the Property, unless an alternative possession date is otherwise agreed to in writing. Full possession subject to tenant's rights will be on or about November 15, 2026.

4. CONVEYANCE

Seller shall provide Buyer with evidence of marketable title in the form of a ___ complete updated abstract of title or a X commitment for a policy of title insurance. Objections to title, if any, must be delivered to Seller in writing within seven days thereafter, time being of the essence, otherwise Buyer shall be conclusively deemed to have approved title to the Property. Seller shall thereafter have the option, but not the obligation, to cure or remove Buyer's title objections prior to the closing date. If all title objections timely raised by Buyer are not removed or cured to Buyer's reasonable

satisfaction prior to the closing date, Buyer may either (1) terminate this contract by giving Seller written notice thereof, in which event the earnest money shall be returned to Buyer, and neither party shall have any further rights, duties, obligations, or liabilities hereunder, or (2) elect to purchase the Property subject to the title objections not so removed or cured. Should Buyer otherwise refuse or fail to consummate the purchase, Seller shall be entitled to retain the earnest money as liquidated damages; however, this shall not preclude Seller from seeking any other legal remedy available at law or in equity. The parties agree that Seller will suffer damages in the event of Buyer's default on its obligations. Although the amount of such damages is difficult or impossible to determine, the parties agree that the amount of the earnest money is a reasonable estimate of Seller's loss in the event of Buyer's default. Thus, Seller may, but shall not be obligated to, accept and retain the earnest money as liquidated damages but not as a penalty. In any event, Buyer agrees to immediately abandon all claims upon the Property, and Seller shall have an unqualified right to full possession thereof.

The closing shall occur on the above-stated closing date, or within seven days after title objections have been cured by the Seller, whichever date is later. Buyer agrees to pay 50 % of the cost of providing evidence of marketable title, the balance to be paid by Seller. Agent assumes no responsibility for providing evidence of marketable title, examination of the title, or curing title defects, nor for any closing delays caused thereby. At closing, Seller shall convey good and marketable fee simple title to the Property to Buyer by a Warranty Deed deed, free and clear of all liens and encumbrances, but subject to (i) easements, covenants, restrictions and reservations of record, and (ii) any current farm leases expressly being assumed by Buyer under the terms of this contract.

5. INSURANCE

In the event of loss or damage to the property prior to closing, Buyer agrees to accept an insurance settlement in lieu of repair or replacement. Buyer understands that Buyer may secure additional coverage at any time at Buyer's expense. Buyer shall provide its own insurance at closing.

6. FARM TENANCY, LEASE TERMINATIONS AND RENTS

Seller shall terminate any leases on the property prior to closing, unless otherwise agreed herein.

Seller X Buyer _____ shall receive the landlord's share of the crop or 100 % share of the total cash rent for the 2026 crop year.

Seller X Buyer _____ shall pay 100 % of the landlord's share of the 2026 crop year expenses.

Other provisions: Subject to crop share lease with Crosby Farms LLAC.

7. REAL ESTATE & PERSONAL PROPERTY TAXES

Seller shall pay real estate taxes and personal property taxes, if applicable, and special assessments, based on tax record information as of closing, as follows: Prorated to the date of closing. All subsequent taxes shall be my responsibility following closing.

8. GOVERNMENT AGRICULTURAL PROGRAMS

X Seller _____ Buyer will receive landowner's share, if any, of annual government program payments for the 2026 crop year. Payments for subsequent years will go to Buyer.
X Seller _____ Buyer will receive landowner's share, if any, of conservation reserve program payments for the 2026 crop year. Payments for subsequent years will go to the Buyer.

Seller agrees to provide yield and other required documentation to Buyer to fulfill the obligations of government programs, if any.

Other provisions: Crosby Farms LLAC retains 1/3 interest in CRP contract 1175A (4.48 acres) through 9/30/2040.

Buyer agrees to accept the assignment and responsibilities thereof of all existing Federal/State program contracts from the Seller, if any. Buyer agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of the Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.

9. CARBON CREDIT RIGHTS

A. The Property is ____ is not __x__ currently subject to an existing carbon credit program which shall be assigned by Seller to Buyer at Closing. Buyer agrees to continue to honor any existing carbon credit program contracts affecting the Property described above and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.

B. The Buyer will receive, and Seller will convey at Closing all of Seller's carbon credit rights affecting the Property not previously conveyed of record.

10. SURVEY *No survey needed* __x__

Seller shall obtain a new boundary survey for any parcel where there is no existing legal description or where new boundaries are created by the parcel divisions of the sale. Final purchase price ____ will ____ will not be based upon surveyed acres. Cost of survey will be paid by the ____ Seller ____ Buyer. If survey cost is split, buyer and seller will pay the following percentage of cost: Seller_____% Buyer_____%.

11. TAX DEFERRED EXCHANGE (Check if applicable_____)

It is the_____Seller's_____Buyer's intent to use this transaction in an Internal Revenue Service Code Section 1031 Tax Deferred Exchange. Buyer agrees to cooperate with the Seller and the Seller agrees to cooperate with the Buyer in any such tax deferred exchange. Any legal documents necessary or desirable to affect the exchange and any expenses incurred in connection with such exchange transaction shall be the sole responsibility of the person utilizing such exchange.

12. MISCELLANEOUS PROVISIONS

Any additional closing, title insurance, or other fees required by buyer's lender (if applicable) are to be paid 100% by the buyer.

13. ESCROW SERVICE

Buyer and Seller acknowledge and understand that the closing of the sale will be handled by an escrow closing service and that Agent is authorized to transfer the earnest money or any other funds it receives to said escrow closing service before or at the time of closing. After said transfer, Agent shall have no further responsibility or liability to Buyer or Seller for the accounting of said funds. Escrow closing service's fees shall be equally divided between Buyer and Seller unless Buyer is obtaining a VA or FHA loan, then cost shall be paid by Seller. The identified escrow closing service is as follows: Security 1st Title, LLC. If the identity of the escrow closing service is unknown at the date of this contract, such identification will be made in writing at the earliest opportunity by Seller.

14. RETURN OF EARNEST MONEY

In the event that the transaction does not close, except for the reasons and remedies stated in paragraph 2, and the Escrow Agent is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrow Agent in accordance with the following terms:

A. Escrow Agent holding the earnest money shall give 30 days' written notice to the parties to the transaction as to the escrow agreement's proposed distribution of the earnest money;

B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;

C. If the escrow agent does not receive an objection to its proposed distribution within said 30-day time frame, it shall be considered that the Buyer and Seller agree with the Broker's proposed distribution, and the escrow agent shall distribute the proceeds in the manner set forth in the escrow agent's notice.

Buyer and Seller acknowledge that as long as earnest money is returned in accordance with the above written procedures and in accordance with the 30-day notice given by the escrow agent, this Contract provision is considered as written consent to disburse said earnest money funds. In the event Buyer and Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent holding said funds is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs incurred, including reasonable attorney's fees.

15. ASSIGNMENT

This contract is binding on and shall inure to the benefit of the parties hereto and their heirs, successors and approved assigns. This contract may not be assigned by the Buyer or Seller without the written consent of the other party, which shall not be unreasonably withheld.

16. DISCLOSURES

Disclosure Statement: It is clearly understood and agreed by the parties hereto that Agent is acting as or under the following relationship:

Seller Agent__x__Buyer Agent____Designated Agency____Dual Agency____Limited Agency____or as a____Transactional Broker and that allparties have been provided with any state required brokerage disclosure information.

17. SELLER UNDERSTANDS IT IS ILLEGAL FOR EITHER SELLER OR AGENT TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, SEXUAL ORIENTATION, CREED, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MARITAL STATUS, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL STATUTE OR ORDINANCE.

18. ENTIRE AGREEMENT; GOVERNING LAW

THIS CONTRACT AND ANY EXHIBITS ATTACHED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO PROMISE, REPRESENTATION, WARRANTY OR COVENANT NOT INCLUDED IN THIS CONTRACT OR ANY SUCH REFERENCED EXHIBITS HAS BEEN OR IS RELIED UPON OR MADE BY EITHER PARTY. No modification or amendment of this contract shall be of any force or effect unless made in writing and executed by both Buyer and Seller. In the event that any litigation arises hereunder, it is specifically stipulated that this contract shall be interpreted and construed according to the laws of the State of Kansas, without regard to conflicts of laws principles.

19. SEVERABILITY

If any provision of this contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this contract, and the remaining provisions of this contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this contract. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be deemed added automatically as a part or this contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

20. CONSTRUCTION

The parties acknowledge that the parties and their counsel have reviewed and revised this contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract or any exhibits or amendments hereto.

21. FURTHER ASSURANCES

Seller and Buyer each agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the transactions contemplated hereby.

22. COUNTERPARTS

This contract may be signed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same document. If this contract is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this contract. Facsimile copies and signatures on this contract shall be as valid as an originally signed contract.

OFFER

Buyer Date
Email Address: _____

Address _____

Buyer Date
Email Address: _____

Address _____

ACCEPTANCE

Seller Date
Email Address: _____

Seller Date
Email Address: _____

Seller Date
Email Address: _____

Seller Date
Email Address: _____

FARMERS NATIONAL COMPANY, AGENT By: _____

REV 6/2025

EQUAL HOUSING OPPORTUNITY