

Asset Number 990472268  
 Humphrey/Wright, LLC



**REAL ESTATE PURCHASE AND SALE  
 AGREEMENT (+/- 80 ACRES LOCATED IN  
 SECTION 34, PHILLIPS COUNTY, KANSAS)**

**TERMS AND DEFINITIONS**

<b><u>Seller:</u></b>	<b>Humphrey/Wright, LLC</b>
<b><u>Agent One:</u></b>	<b>Bank of America, N.A., as agent for Humphrey/Wright, LLC</b>
<b><u>Agent Two:</u></b>	<b>Cushman &amp; Wakefield U.S., Inc., as agent for Bank of America, N.A.</b>
<b><u>Agent:</u></b>	Collectively, Agent One and Agent Two
<b><u>Purchaser:</u></b>	_____, a _____ <p><b>[NOTE: If Purchaser is an entity, whether or not incorporated, or is otherwise executing in a capacity other than in an individual capacity, Purchaser needs to provide Seller with documentation evidencing the signatory's (ies') authority to sign prior to Seller's execution of this Agreement]</b></p>
<b><u>Seller's Address:</u></b>	Humphrey/Wright, LLC Cushman & Wakefield c/o 990472268 575 Maryville Centre Drive Suite 511 St. Louis, MO 63141 Email: <a href="mailto:Nate.cahill@cushwake.com">Nate.cahill@cushwake.com</a>  <u>With a copy to (which copy shall NOT constitute Notice as set forth in Section 10.5 below):</u> Sandra T. Hawley Shook, Hardy & Bacon L.L.P. 2555 Grand Boulevard Kansas City, MO 64108 Email: <a href="mailto:shawley@shb.com">shawley@shb.com</a>
<b><u>Purchaser's Address:</u></b>	_____ _____ _____

	Purchaser's physical address for overnight deliveries (if different from above): _____ _____ _____  Purchaser's Telephone: _____ Purchaser's Email: _____
<b><u>Title Company:</u></b>	First American Title Insurance Company
<b><u>Title Company's Address:</u></b>	First American Title Insurance Company 1100 Main Street, Suite 1900 Kansas City, MO 64105 Attention: Wayne Bennett Email: <a href="mailto:wbennett@firstam.com">wbennett@firstam.com</a>
<b><u>Property:</u></b>	Collectively, all of the following: (a) that certain land situated in the County of Phillips, State of Kansas (the " <b>State</b> "), described on <u>Exhibit A</u> attached hereto and made a part hereof, together with all right, title, and interest of Seller in and to all benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or appertaining thereto, including all right, title, and interest of Seller in and to adjacent streets, alleys, and rights-of-way (collectively, the " <b>Real Estate</b> "); (b) [intentionally omitted]; and (c) all right, title, and interest of Seller (to the extent assignable and solely to the extent used in connection with the Real Estate) in and to all improvements (if any), Leases (as hereinafter defined) and Contracts (as hereinafter defined, if any).
<b><u>AS-IS, WHERE-IS SALE</u></b>	<b>THE PROPERTY IS BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION (PHYSICAL, ENVIRONMENTAL, TITLE OR OTHERWISE), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY.</b>

<p><b><u>Reservation of Mineral Rights</u></b> <b>(check the box that applies):</b></p>	<p><input type="checkbox"/> <i>NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS REAL ESTATE PURCHASE AND SALE AGREEMENT, SELLER RESERVES UNTO SELLER AND SELLER'S HEIRS, SUCCESSORS AND ASSIGNS FOREVER, (A) [ALL] [ _____%] OF SELLER'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, AND OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE PROPERTY AND (B) ALL ROYALTIES, BENEFITS, BONUSSES, RENTS, FUNDS, CLAIMS AND OTHER PROCEEDS OF ANY KIND ATTRIBUTABLE TO OR THAT MAY ACCRUE IN CONNECTION WITH ANY OIL, GAS, AND OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE PROPERTY. THE PARTIES AGREE THAT THE DEED (AS DEFINED HEREIN) SHALL INCLUDE AN EXPRESS RESERVATION SUBSTANTIALLY SIMILAR TO THE RESERVATION SET FORTH ABOVE.</i></p> <p><input checked="" type="checkbox"/> <b>OIL, GAS AND OTHER MINERALS ARE NOT BEING RESERVED. Seller makes no representation or warranty as to whether Seller owns any mineral rights in and to the Real Estate and Seller will not be required to undertake any investigation or due diligence whatsoever (including but not limited to any title search as to mineral rights) in order to ascertain whether Seller owns any mineral rights.</b></p>
<p><b><u>Purchase Price:</u></b></p>	<p>_____ and No/100 U.S. Dollars (\$_____.00)</p>
<p><b><u>Earnest Money:</u></b></p>	<p>The sum of _____ and ____/100 U.S. Dollars (\$_____.____), which is an amount equal to ten percent (10%) of the Purchase Price, in cash or immediately available funds, together with all interest accruing thereon</p>
<p><b><u>Closing Date:</u></b></p>	<p>_____, 2025, or such other date as Seller determines is reasonably practicable.</p>
<p><b><u>Seller Representative</u></b> <b>(for purposes of Section 10.25 below):</b></p>	<p>Nate Cahill, in his capacity as Trust Asset Manager for Agent Two</p>
<p><b><u>Exhibits and Schedules:</u></b></p>	<p>Exhibit A – Legal Description of the Real Estate Schedule I – Form of Special Warranty Deed Schedule II – Form of Assignment of Leases, Contracts and General Intangibles</p>
	<p><b>INFORMATION IN BOXES NOT CHECKED DO NOT APPLY TO THIS REAL ESTATE PURCHASE AND SALE AGREEMENT.</b></p> <p><b>ALL OTHER DEFINITIONS ARE WITHIN THE BODY OF THIS REAL ESTATE PURCHASE AND SALE AGREEMENT.</b></p>

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (as may be amended from time to time, this “**Agreement**”) is entered into effective as of the Effective Date (as hereinafter defined below in Section 10.15), by and between Seller and Purchaser. The terms “Seller” and “Purchaser” shall be construed in the singular or plural number accordingly, as they respectively represent one or more than one person. As used in this Agreement, the term “**parties**” refers to both Seller and Purchaser. The foregoing Terms and Definitions, including all terms defined thereon, are incorporated as part of this Agreement.

### ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. In consideration of their covenants set forth in this Agreement and on the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price and on the terms and conditions set forth herein, the Property.

1.2 Purchase Price. The purchase price for the Property shall be the Purchase Price. The Purchase Price shall be payable in immediately available funds at Closing.

1.3 Seller’s Obligations Conditioned upon Simultaneous Sale of Multiple Properties. **Purchaser acknowledges and agrees that Seller’s obligation to sell the Property to Purchaser is conditioned upon the simultaneous sale (in one or multiple simultaneous transactions) by Seller of all other real property owned by Seller and located in Phillips County, Kansas, unless, in Seller’s sole discretion, Seller chooses to waive such condition and proceed with the Closing of the sale of the Property to Purchaser.**

1.4 Earnest Money. Simultaneous with execution of this Agreement by Purchaser, Purchaser shall deposit with the Title Company at the address set forth in the foregoing Terms and Definitions, the Earnest Money. Upon request by Seller, the Earnest Money shall be held by the Title Company in escrow in an interest-bearing account. In no event shall the Title Company disburse any portion of the Earnest Money except in accordance with the terms of this Agreement. In the event that Purchaser fails to deposit the Earnest Money with the Title Company as herein provided, at Seller’s option, this Agreement shall terminate, and neither Seller nor Purchaser shall have any further obligations hereunder.

1.5 Independent Consideration. Notwithstanding anything contained in this Agreement to the contrary, the sum of One Hundred and No/100 U.S. Dollars (\$100.00) (the “**Independent Consideration**”) shall be paid to Seller out of the Earnest Money as the consideration for Seller’s execution and delivery of this Agreement, which consideration is in addition to and independent of any other consideration provided for in this Agreement, is fully earned and nonrefundable as of the Effective Date, but shall be applicable to the Purchase Price at Closing.

1.6 Offer Irrevocable. Upon signature by Purchaser and countersignature by Seller of this Agreement, Purchaser’s offer will be irrevocable.

1.7 Prior Completion of Due Diligence; No Closing Contingencies. Purchaser hereby acknowledges and agrees that prior to execution of this Agreement, Purchaser has had sufficient opportunity to inspect and investigate all aspects of the Real Estate and Property, and Purchaser’s obligation to purchase the Property is not contingent or conditioned in any manner on Purchaser’s satisfaction with the condition

of the Property, and Purchaser hereby waives any right to terminate this Agreement or the purchase of the Property as a result of any due diligence findings by Purchaser after the Effective Date. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND THE PROPERTY HARMLESS OF AND FROM ANY AND ALL LOSSES, LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS OF COURT), DAMAGES, LIENS, CLAIMS (INCLUDING, WITHOUT LIMITATION, MECHANICS' OR MATERIALMENS' LIENS OR CLAIMS OF LIENS), ACTIONS AND CAUSES OF ACTIONS ARISING FROM OR RELATING TO PURCHASER'S (OR PURCHASER'S AGENTS, CONTRACTORS, EMPLOYEES, OR REPRESENTATIVES) ENTRY UPON THE PROPERTY TO TEST, STUDY, INVESTIGATE OR INSPECT THE SAME OR ANY PART THEREOF, OR ANY OTHER REASON, EXCEPT TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OF SELLER, WHETHER SUCH ENTRY OCCURRED PRIOR TO OR FOLLOWING THE EFFECTIVE DATE. The provisions of this Section shall survive Closing or termination of this Agreement.

Furthermore, Purchaser acknowledges and agrees that other than as expressly set forth in Section 6.1, below, Purchaser's obligation to purchase the Property is not contingent or conditioned in any manner on any closing contingency whatsoever, including any contingency related to the sale of any existing property owned by Purchaser or to any appraisal contingency or to Purchaser's ability to consummate a 1031 tax exchange or obtain financing with regard to any portion of the Purchase Price.

1.8 Limitation of Warranty. The conveyance of the Real Estate by Seller shall be made by a "special warranty" deed substantially in the form attached hereto as Schedule I attached to this Agreement (such deed, the "**Deed**"). At the Closing, Purchaser will be obligated to sign the Deed in addition to Seller. The only warranty of title, either express or implied, that shall be made by Seller in connection with such conveyance is the special or limited warranty of title made pursuant to the Deed.

1.9 Existing Farm Lease; Sale Subject to Leases and Contracts. The Property will be conveyed subject to any Contracts (if any) and to any leases or other occupancy agreements affecting the Property, including, without limitation, if the Closing occurs prior to March 1, 2025, that certain Farm Lease with an effective date of February 21, 2024, executed by Seller, as Lessor, and the lessees identified therein, as Lessee, with a scheduled expiration date of February 28, 2025 (the "**Existing Farm Lease**"). The Existing Farm Lease will be assigned to the extent it affects the Property. The Existing Farm Lease and any leases affecting the Property as of the Effective Date or entered into by Seller in the ordinary course of business between the Effective Date and the date of Closing are herein collectively referred to as the "**Leases**". The form of Assignment of Leases, Contracts and General Intangibles is attached to this Agreement as Schedule II. Leases will be a Permitted Exception (as defined below) to title and Seller will not be required to provide an original of any Leases or Contracts to Purchaser upon Closing.

## ARTICLE II TITLE

### 2.1 Intentionally Omitted

2.2 Owner Title Policy. Seller shall cause the Title Company to issue an owner's title insurance policy (the "**Owner's Policy of Title Insurance**") in the amount of the Purchase Price at Seller's cost (for base coverage only) insuring fee simple title for the Real Estate in Purchaser as of the Closing Date, subject to the following matters, which shall be deemed "**Permitted Exceptions**":

- (a) all Leases affecting the Property, including any oil, mineral and/or gas leases and including the Existing Farm Lease to the extent it affects the Property;
- (b) taxes, assessments, and other usual and customary charges assessed against the owners of real property in the State for the year in which Closing occurs and thereafter;
- (c) all existing restrictions, reservations, easements, encumbrances, conditions, covenants, and party wall agreements;
- (d) all matters, whether or not of record, that arise out of the actions of Purchaser or Purchaser's agents, representatives or contractors;
- (e) such state of facts as may be shown on an accurate survey of the Property;
- (f) the standard preprinted form exceptions set forth in the Owner's Policy of Title Insurance;
- (g) all building and zoning laws, codes, and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property;
- (h) liens and encumbrances arising after the date hereof to which Purchaser consents in writing;
- (i) all other matters of record, except for any mortgage or deed of trust created by Seller and encumbering the Property; and
- (j) those matters excepted in the Deed.

2.3 Mortgagee Title Policy. On the Closing Date, Purchaser, at its sole cost, will cause the Title Company to issue any title insurance policy required by the Purchaser's lender (if any).

### ARTICLE III PROPERTY DOCUMENTS

3.1 Property Documents. To the extent not previously provided to Purchaser, prior to the Closing Date, Seller shall submit to Purchaser copies of the following:

- (a) all Leases that are in Seller's possession and related to the Property; and
- (b) all written contracts, agreements, understandings, or similar written arrangements, if any, entered into or otherwise assumed by Seller or Seller's affiliates with any third party that are in Seller's possession and related to the Property (but specifically excluding any property management agreement and auction contract/listing agreement, which agreements will in no event be delivered to Purchaser), together with any amendments and modifications thereto, (collectively, the "Contracts").

Purchaser shall, if requested by Seller, execute instruments acknowledging receipt of the Property Documents (as such term is defined below).

3.2 Disclaimers. Purchaser acknowledges, understands and agrees that (a) any Leases, Contracts or any other document and/or information delivered or made available to Purchaser in connection

with the transaction contemplated hereby (collectively, the “**Property Documents**”) are provided as a courtesy only and may have been prepared by parties other than Seller, and (b) Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content, or accuracy of the Property Documents. PURCHASER EXPRESSLY RELEASES SELLER FROM ALL CLAIMS (AS HEREINAFTER DEFINED) ASSERTED AGAINST OR INCURRED BY PURCHASER BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, THE PROPERTY DOCUMENTS. In addition to the foregoing, Seller shall not make and expressly disclaims any and all express or implied warranty or representation as to (i) matters of zoning, acreage, tax consequences, physical or environmental condition (including, without limitation, laws, rules, regulations, orders, and requirements pertaining to the use, handling, generation, treatment, storage, or disposal of any toxic, hazardous, or regulated substance on the Property), (ii) valuation of the Property, or any portion thereof, (iii) governmental approvals and governmental regulations, (iv) whether any particular Property Document will be in force or effect as of the Closing Date or that the counterparty (or counterparties) thereunder will not be in default thereunder, or (iv) any other matter or thing relating to or affecting the Property or Seller. The provisions of this Section 3.2 shall survive Closing or termination of this Agreement.

#### ARTICLE IV CLOSING

4.1 Time and Place. The consummation of the purchase and sale of the Property (“**Closing**”) shall take place at the office of the Title Company or such other location or in such other manner as is mutually acceptable to the parties on or before the Closing Date. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Sections 4.2 and 4.3 below, the performance of which obligations shall be concurrent conditions.

4.2 Seller’s Obligations at Closing. At Closing, Seller shall:

- (a) deliver the Deed conveying the Real Estate, subject to the Permitted Exceptions;
- (b) join with Purchaser in the execution of an assignment of Leases, Contracts and General Intangibles (the “**Assignment**”) in a form substantially identical to Schedule II attached hereto and incorporated herein;
- (c) execute letters to tenants under the Leases notifying tenants of the sale and new landlord address information;
- (d) deliver a settlement statement in form acceptable to Seller;
- (e) deliver a FIRPTA affidavit regarding certain tax matters, in such form as may be prescribed by federal regulations;
- (f) deliver the Allocation Agreement described in Section 10.2, below, executed by Seller;
- (g) deliver to Purchaser possession of the Real Estate and any keys to the Real Estate in Seller’s possession; and
- (h) deliver to the Title Company such other instruments and documents as may be reasonably necessary in order to complete the Closing and to carry out the intent and purposes of this Agreement.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

- (a) pay to Seller the Purchase Price in cash or immediately available funds, it being agreed that the Earnest Money and Independent Consideration shall be delivered by the Title Company to Seller at Closing and applied towards payment of the Purchase Price;
- (b) join with Seller in the execution of the instruments described in Section 4.2 above, as applicable (including the Deed) and the Allocation Agreement described in Section 10.2, below; and
- (c) deliver a settlement statement and such other instruments and documents as may be reasonably necessary in order to complete the Closing and to carry out the intent and purposes of this Agreement.

4.4 Prorations. Other than as set forth below in subparagraphs (a) – (g), all revenues and expenses, vault charges, sewer charges, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Closing Date shall be prorated as of 11:59 p.m., Kansas City, Missouri time, on the day before the Closing Date and shall be adjusted against the Purchase Price due at Closing. No post-closing re-prorations shall occur except as expressly provided below.

- (a) Taxes. All real estate, drainage district and personal property taxes and installments of special assessments accruing for calendar year 2024 will be paid by Seller, and all real estate, drainage district and personal property taxes and installments of special assessments accruing for calendar year 2025 and beyond will be payable in their entirety by Purchaser. No proration as of the Closing Date will occur with regard to such items. Except for errors made in calculation or in the use of incorrect data, the allocation/proration of real estate and drainage district taxes at Closing shall be final and no subsequent adjustments for variances in the actual tax rate or assessed valuation shall be made. In no event shall Seller be responsible for any taxes relating to any period beyond December 31, 2024 or for any period in which Seller did not own the Property.

If the tax bills for the Property also cover additional property and no specific allocation for the Property is made on the tax bill itself, then the tax calculation for the Property will be determined by calculating the pro rata share of aggregate taxes noted on the applicable tax bill based on acreage of the Property and the other property.

If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year prior to or including 2024, there is issued (whether before or after the Closing Date) an administrative ruling, judicial decision, or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period prior to and including 2024. Seller reserves the right to appeal the assessed valuation of the Property for any real estate tax year prior to or including 2024. If the appeal is successfully culminated either prior to or after the Closing Date, and Purchaser would benefit from such appeal for the current or any subsequent tax year, then Purchaser agrees to pay a pro-rata portion of the fee in connection with the appeal based on the Closing Date, and to escrow at Closing both the estimated fee and the savings anticipated from the appeal as estimated by Seller.

- (b) Rents. Notwithstanding anything to the contrary contained herein, no proration shall be made in relation to any rents existing under the Existing Farm Lease or any other Lease as of the Closing Date. Rather, Seller will retain all rents for the entirety of the Lease term. As to uncollected



rents, if any, Purchaser shall immediately pay Seller such accrued and unpaid rents, as and if received or collected by Purchaser after the Closing to the extent such amounts are prorated to Seller. Purchaser agrees to bill tenants of the Property for all past due rents and to take any additional reasonable actions requested by Seller to collect rents that are accrued but unpaid as of the Closing Date, including without limitation the engagement of a collection agency, provided that Purchaser shall not be obligated to incur any out-of-pocket third party expenses in connection with such actions and Purchaser shall not be obligated to take any action to terminate a tenancy. Seller reserves the right to bring suit against tenants of the Property to collect for accrued but unpaid rents owed Seller, but Seller may not, subsequent to Closing, bring suit for possession of the premises occupied by such tenants. After Closing, Seller shall have the right to inspect the rent receipts of Purchaser relating to the Property to verify that Purchaser has remitted to Seller all amounts to be remitted to Seller according to the terms of this Agreement, and for any other purpose related to Seller's prior ownership of the Property.

(c) Contracts and Utilities. Seller and Purchaser shall in good faith attempt to have all Contracts, if any, for which the charges are based upon usage (including utilities) billed or read as of a time as close to the Closing Date as is reasonable, provided that Seller shall not be liable for any charges that accrued or became payable prior to the date of Seller's ownership. If a precise billing or reading as of the Closing Date is not available at Closing with respect to such Contract, then the foregoing adjustment shall be made, by payment or credit at Closing, by pro-rating to the Closing Date from the latest billing or reading then available. No post-closing re-prorations shall occur. Seller shall close out any accounts with utility companies and shall have the right to receive any and all deposits held on behalf of Seller by utility companies with respect to the Property.

(d) Insurance. No proration will be made in relation to insurance premiums and the insurance policies will not be assigned to Purchaser. Purchaser acknowledges that all property, liability, casualty, and other insurance coverage maintained or provided by or through Seller with respect to the Property shall terminate and cease as of the day of Closing, and that Purchaser must secure, at its sole expense, any and all necessary and desired insurance coverage for the Property effective as of the Closing.

(e) Intentionally Omitted.

(f) Intentionally Omitted.

(g) Leasing Commissions. This Section 4.4(g) shall apply to any Leases. Seller shall pay (or at Seller's election shall provide Purchaser a credit at Closing for) all leasing commissions in connection with any commission agreement executed by Seller in connection with the Property that are due and payable, and Purchaser shall assume and be responsible to pay all other leasing commissions, including, without limitation, as a result of (X) new Leases executed after the Effective Date in accordance with this Agreement, (Y) Lease extensions, renewals and expansions pursuant to existing Leases exercised by the tenants thereunder after the Effective Date, and (Z) amendments or modifications to, or renewals of, existing Leases entered into after the Effective Date.

The settlement statement prepared by the Title Company or other detailed statement shall be executed at the Closing setting forth the aforesaid pro-ration adjustments.

Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Real Estate

is located. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 4.4 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property during its period of ownership and shall receive all income therefrom accruing through midnight of the day preceding the Closing, and Purchaser shall bear all such expenses and receive all such income accruing thereafter. The provisions of this Section 4.4 shall survive the Closing.

4.5 Closing Costs. Seller shall pay: (a) the fees of any counsel representing it in connection with this transaction; (b) all release fees and other charges required to be paid in order to release from the Property the lien of any mortgage or other security interest that Seller is obligated to remove pursuant to the terms of this Agreement; (c) one-half (1/2) of the basic premium for the Owner's Policy of Title Insurance to be issued to Purchaser by the Title Company at Closing (specifically excluding any additional premium chargeable for modification of the exceptions, issuance of endorsements or other extended coverage, all of which shall be the cost of Purchaser); and (d) one-half (1/2) of any escrow fee which may be charged by the Title Company. Purchaser shall pay: (A) the costs of any survey to be obtained by Purchaser; (B) the fees for recording the Deed; (C) one-half (1/2) of the basic premium for the Owner's Policy of Title Insurance to be issued to Purchaser by the Title Company at Closing and 100% of all additional premiums, fees and other costs associated with issuance of the Owner's Policy, including costs of extended coverage and endorsements; (D) all premiums, fees and costs associated with the issuance of a mortgagee title insurance policy; (E) any documentary or transfer tax, documentary stamp tax, sales tax, or similar tax which becomes payable by reason of the transfer of the Property or any component thereof; (F) any and all costs and expenses in connection with obtaining financing for the purchase of the Property, including without limitation any recordation or transfer taxes required to be paid upon the recordation of any deed of trust, mortgage or other security agreement executed and recorded in connection with such financing; (G) the fees of any counsel representing Purchaser in connection with this transaction and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction; and (H) one-half (1/2) of any escrow fees charged by the Title Company. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring the same.

4.6 Change of Use; Taxes; Tax Parcel. Notwithstanding anything to the contrary contained herein, Purchaser shall be solely responsible for the payment of, and shall INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER) AND HOLD HARMLESS SELLER AND SELLER PARTIES (AS DEFINED BELOW) FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED BELOW) ARISING FROM OR RELATED TO, any and all rollback taxes, severance taxes, assessments, taxes, fees, levies, penalties, interest or other charges that may be imposed by any governmental entity as a result of or in connection with any change of use, zoning, or tax classification of the Property or any portion thereof (collectively, "Rollback Taxes") upon or following Closing. Purchaser's obligation to pay any such Rollback Taxes and the other provisions of this Section shall survive Closing.

If the Real Estate conveyed is included in a designated tax parcel that also includes additional property, Purchaser, at Purchaser's sole cost and expense, shall be responsible for obtaining a discrete tax parcel designation and number for the Property.

## ARTICLE V REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser:

- (a) as of the Effective Date, Seller is, and on the Closing Date will be, duly organized, validly existing and in good standing under the laws of its state of organization, and has the full power and authority to sell and convey the Property on the terms and conditions contemplated by this Agreement and to enter into, execute and deliver this Agreement and the documents it has agreed to execute and deliver pursuant to this Agreement;
- (b) as of the Effective Date and the Closing Date, Seller has taken all necessary actions to authorize the execution and delivery of this Agreement by Seller and the documents it has agreed to execute and deliver pursuant to this Agreement;
- (c) as of the Effective Date and the Closing Date, each of the individuals executing this Agreement and any other document on behalf of Seller relative to this transaction has the authority to so act; and
- (d) Seller is not a “foreign person” as defined by the Internal Revenue Code (“**IRC**”), Section 1445.

The representations and warranties set forth in this Section 5.1 shall not survive Closing or termination of this Agreement, and no action or claim may be brought against Seller by Purchaser or any affiliate of Purchaser with respect to a breach of such representations or warranties or any action, suit or other proceedings commenced or pursued, for or in respect of any breach of any representation or warranty made by Seller in this Agreement from and after the Closing.

Notwithstanding anything herein to the contrary, if Purchaser discovers prior to Closing that one or more of the representations and warranties under the provisions of this Section 5.1 are false or untrue as of the Closing Date, Purchaser’s sole remedy will be to exercise its rights under the provisions of Section 7.2 hereof.

5.2 Covenants of Seller. Seller hereby covenants as follows:

- (a) between the Effective Date and the Closing Date, Seller shall maintain the Real Estate in its present condition, ordinary wear and tear and damage by casualty excepted;
- (b) between the Effective Date and the Closing Date, Seller shall lease, operate, manage, and enter into contracts and leases with respect to the Property, in the same manner done by Seller prior to the date hereof; provided, however, that Seller shall not enter into any service contract that cannot be terminated within sixty (60) days’ notice;
- (c) between the Effective Date and the Closing Date, Seller shall maintain all insurance currently in force with respect to the Property; and
- (d) between the Effective Date and the Closing Date, Seller shall promptly notify Purchaser of any event or occurrence having a materially adverse effect (as determined by Seller in its sole, but commercially reasonable, discretion) on the operation, leasing, or condition of the Property, including but not limited to fire or other casualty loss in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), or receipt of notice of condemnation or violation of any applicable law.

5.3 Representations and Warranties of Purchaser. Purchaser represents and warrants the following to Seller:

- (a) Unless Purchaser is an individual, Purchaser is and, at the time of Closing will be, a corporation, partnership, limited liability company, trust, or other type of business organization that is duly organized, validly existing, and in good standing under the laws of the state in which it was organized, and Purchaser is qualified to do business in the jurisdiction in which the Real Estate is located;
- (b) Purchaser will have at the time of Closing taken all requisite action and obtained all requisite consents, releases, and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law, or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of Purchaser's obligations hereunder;
- (c) this Agreement is, and all agreements, instruments, and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed, and delivered by Purchaser. This Agreement is, and all agreements, instruments, and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms;
- (d) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument, or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation, or any writ, injunction, order, or decree of any court or governmental body, applicable to Purchaser or to the Property;
- (e) no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement, or other action under federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser;
- (f) to the best of Purchaser's knowledge, there is no litigation pending against Purchaser that could adversely affect Purchaser's ability to perform Purchaser's obligations when and as required under the terms of this Agreement;
- (g) Purchaser is not, and is not acquiring the Property on behalf of or with the assets of, (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service (collectively, "**ERISA**"), which is subject to Title I of ERISA, (ii) a "plan" as defined in and subject to Section 4975 of the IRC, or (iii) an entity deemed to hold "plan assets" (within the meaning of 29 C.F.R. 2510.3-101, as modified by Section 3(42) of ERISA) of either of the foregoing;
- (h) prior to entering into this Agreement, Purchaser has received (or, to the extent not received, Purchaser irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives;
- (i) NO PURCHASER PARTY (AS SUCH TERM IS HEREINAFTER DEFINED) HAS ANY DIRECT OR INDIRECT INTEREST AS AN OFFICER, DIRECTOR OR EMPLOYEE OF ANY OF THE SELLER PARTIES (AS SUCH TERM IS HEREINAFTER DEFINED), NOR IS ANY PURCHASER PARTY ACTING ON OR ON BEHALF OF ANY SUCH OFFICER,

DIRECTOR OR EMPLOYEE. IF THIS AGREEMENT OR ANY PART HEREOF IS EVER ASSIGNED IN WHOLE OR IN PART TO ANY PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, CORPORATION OR OTHER BUSINESS ENTITY IN WHICH AN OFFICER, DIRECTOR OR EMPLOYEE OF ANY SELLER PARTY SHALL DIRECTLY OR INDIRECTLY HAVE AN INTEREST, THEN SUCH ASSIGNMENT SHALL BE DEEMED IP SO FACTO REASSIGNED SO THAT NO ASSIGNMENT TO ANY OFFICER, DIRECTOR OR EMPLOYEE OF ANY SELLER PARTY OR ANY BUSINESS IN WHICH IT MAY HAVE AN INTEREST SHALL EVER VEST;

(j) neither Seller nor any of its agents or representatives has made any requirement or suggestion that Purchaser seek financing or any other service from Bank of America, N.A. or any other Seller Party as a condition of the execution of this Agreement or the closing hereunder; Purchaser's decision, if any, to seek financing or any other service from Bank of America, N.A. or any other Seller Party is and was made strictly independently by Purchaser;

(K) neither Purchaser nor any of Purchaser's respective constituent owners or affiliates currently are, or shall be at any time, in violation of any federal, state or local laws relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56); and

(l) no amounts paid or to be paid hereunder were derived from a violation of any federal, state or local laws (including, without, limitation, any laws governing the production, use or sale of hemp, marijuana or other cannabis product).

PURCHASER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER AND THE OTHER SELLER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES BY PURCHASER.

The representations, warranties, covenants, agreements, acknowledgements and indemnities of Purchaser set forth in this Section 5.3 and elsewhere in this Agreement shall survive the Closing and the delivery and recordation of the Deed or if applicable, termination of this Agreement.

## ARTICLE VI CONDITIONS PRECEDENT TO CLOSING

6.1 Purchaser's Conditions Precedent. The obligations of Purchaser under this Agreement to purchase the Property from Seller and to pay the Purchase Price is subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Purchaser at or prior to Closing):

(a) to Seller's knowledge, all of the representations and warranties made by Seller in respect of itself and the Property in this Agreement shall be true and correct as of the Closing Date in all material respects, except where any such representations or warranties are qualified by materiality, in which event such representations or warranties shall be true and correct in all respects, as though such representations and warranties were made at and as of the Closing Date; and

(b) Seller shall have performed, observed, and complied with all covenants, agreements, and conditions required by this Agreement to be performed, observed and complied with on its part as of Closing, unless performance thereof is waived by Purchaser.

6.2 Seller's Conditions Precedent. The obligations of Seller under this Agreement to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent (any one of which may be waived in whole or in part by Seller at or prior to Closing):

(a) the simultaneous sale by Seller of all other real property owned by Seller and located in Phillips County, Kansas; and

(b) the representations and warranties of Purchaser contained in this Agreement shall be true, complete, and accurate in all material respects, on and as of the date hereof and the Closing Date as if the same were made on and as of such date; and

(c) Purchaser shall have performed each and every obligation and covenant of Purchaser to be performed under this Agreement unless performance thereof is waived by Seller.

## ARTICLE VII DEFAULT; REMEDIES

7.1 Default of Purchaser. In the event Purchaser fails to perform its obligations pursuant to this Agreement for any reason except failure by Seller to perform hereunder or the permitted termination hereof by Purchaser or Seller in accordance with the express provisions hereof, Seller may, in its sole discretion, and following timely written notice to Purchaser, elect to either: (a) sue Purchaser for specific performance of Purchaser's obligations to perform each of Purchaser's obligations required by this Agreement in order for Seller to convey the Property to Purchaser, including, without limitation, payment of the Purchase Price to Seller; (b) terminate this Agreement and recover the Earnest Money as liquidated damages and not as a penalty, in full satisfaction of all claims against Purchaser hereunder; and/or (c) exercise any other right or remedy provided in law or equity. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and that the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain. The remedies set forth in this Section 7.1 shall be the exclusive remedies available to Seller for Purchaser's failure to close this transaction which is the subject of this Agreement in accordance with the provisions of this Agreement.

7.2 Default of Seller. In the event Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Purchaser to perform hereunder or the permitted termination hereof by Purchaser or Seller in accordance with the express provisions hereof, Purchaser may, in its sole discretion, give notice to Seller (with a copy to Title Company) specifying the nature of the default. Seller shall have five (5) business days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Seller fails to cure that default within that period, then Purchaser may elect to either: (a) terminate this Agreement, in which event the Earnest Money, less the Independent Consideration, shall be returned to Purchaser or (b) waive the default and proceed to Closing. The remedies set forth in this Section 7.2 shall be the exclusive remedies available to Purchaser for Seller's failure to close this transaction which is the subject of this Agreement in accordance with the provisions of this Agreement. If the Purchaser does not duly notify Seller of the default, or does not give Seller a notice of termination hereunder, then (i) the default shall be treated as waived by the Purchaser, and (ii) at Closing, Purchaser

shall accept the Property subject to the default without any reduction in the Purchase Price and without any "Claims" (as such term is hereinafter defined) against Seller on account of the default.

7.3 Attorneys' Fees. In the event of any arbitration, litigation, or dispute between the parties arising out of or in any way connected with this Agreement, including actions maintained by the parties subsequent to the Closing Date, resulting in any litigation, then the prevailing party in such litigation shall be entitled to recover its costs of prosecuting and/or defending same, including, without limitation, reasonable attorneys' fees at trial and all appellate levels. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including, without limitation, fees of attorneys, engineers and accountants. The provisions of this Section 7.3 shall survive Closing or termination of this Agreement.

## ARTICLE VIII RISK OF LOSS

8.1 Minor Damage. In the event of a casualty or condemnation affecting the Real Estate or improvements thereon that does not result in Major Damage (defined below), then Closing will proceed without any reduction in Purchase Price without Seller having any obligation to perform any repairs to any portion of the Property, but Seller shall assign to Purchaser the right, title and interest of Seller in and to all of the insurance proceeds or condemnation proceeds, as applicable (or, if such have been paid to Seller, Purchaser shall receive a credit at Closing equal to the amounts actually received by Seller minus all of Seller's costs and expenses used to perform any repairs to any portion of the Property affected by the casualty or condemnation), payable with respect to such fire or other casualty or condemnation.

8.2 Major Damage. In the event of Major Damage to the Real Estate or improvements thereon or any portion thereof (the "**Damaged Premises**") on or prior to the Closing Date, either Seller or Purchaser may terminate this Agreement by written notice to the other party, in which event the full Earnest Money, less the Independent Consideration, shall be returned to Purchaser. If neither Seller nor Purchaser elects to terminate this Agreement within ten (10) days after Seller sends Purchaser written notice of the occurrence of Major Damage, then Seller and Purchaser shall be deemed to have elected to proceed with Closing without any reduction in Purchase Price and without Seller having any obligation to perform any repairs to any portion of the Property; provided, however, all of Seller's right, title and interest in and to the proceeds of any insurance covering the Damaged Premises (less an amount equal to any expenses and costs incurred by Seller to repair or restore the Damaged Premises and any portion of such proceeds paid or to be paid on account of the loss of rents or other income from the Property for the period prior to and including the Closing Date, or such other period as consistent with the proration calculations set forth herein, all of which shall be payable to Seller), to the extent the amount of such insurance does not exceed the Purchase Price, shall be assigned to Purchaser at the Closing. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser. For purposes of this Section 8.2, "**Major Damage**" shall mean the following: (y) loss or damage such that the cost of repairing or restoring the Damaged Premises to a condition substantially identical to that of the Damaged Premises prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, equal to or greater than One Hundred Thousand and No/100 Dollars (\$100,000.00); and (z) any loss due to a condemnation which permanently and materially impairs the current use of the Property.

8.3 Force Majeure. Neither party shall be liable to the other party for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; labor dispute, lockout, strike, or embargo; governmental acts, orders, or

restrictions; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the intentional or negligent act or failure to act of the party experiencing the difficulty; provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall have exercised all reasonable efforts to avoid or remedy such force majeure, and shall have given the other party prompt written notice, with reasonable detail, following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. In the event that such force majeure delays performance by more than thirty (30) days, Seller shall have the right to deliver written notice of termination of this Agreement to Purchaser, whereupon the full Earnest Money, less the Independent Consideration, shall be returned to Purchaser and the parties shall have no further legal obligation to one another, except for those obligations under this Agreement that specifically survive termination. The terms of this Section 8.3 will not apply to Purchaser's obligations to timely pay the Earnest Money or Purchase Price or to timely pay any other monetary obligations of Purchaser hereunder.

## ARTICLE IX PROPERTY CONDITION

9.1 **AS-IS, WHERE-IS SALE; Property Condition; Releases; Disclaimers.** THE PROPERTY IS BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION (PHYSICAL, ENVIRONMENTAL OR OTHERWISE), TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, WATER, SOIL AND GEOLOGY, OR THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, OR THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS); (II) THE TITLE TO THE PROPERTY, OR ANY RIGHT-OF-WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (III) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, ORDINANCES OR REGULATIONS OR ANY GOVERNMENTAL AUTHORITY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS.

Seller will not be required to make any improvements or repairs to the Property, or any improvements located thereon, in conjunction with the sale of the Property.

9.2 **Release, Indemnity and Hold Harmless.** Without limiting the provisions of Section 9.1 above or any other provision of this Agreement, Purchaser, its heirs, personal representatives, successors and assigns hereby RELEASES, ACQUITS AND FOREVER DISCHARGES Seller Parties (hereinafter defined), and WAIVES any and all losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) against any of Seller Parties that arise from or relate to the Property or Purchaser's activities on the Property, and agrees not to sue any of Seller Parties for such losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses. Without limiting the foregoing, Purchaser agrees that Seller Parties shall not be liable to Purchaser, its heirs, personal representatives, successors and assigns for personal



injury, property damage or any other claims, causes of action, liabilities (including, without limitation, strict liability), losses (including, without limitation, a decrease in value to the Property), damages, demands (including, without limitation, natural resource damages, consequential, punitive, special, exemplary and indirect damages), suits, fines, penalties, costs and expenses (including, without limitation, court costs, attorneys' fees, consultant fees and expert fees) of every kind or character, known or unknown, and whether in contract, in tort or existing at common law, or by virtue of any statute, regulation or ordinance (each a "Claim", and collectively, "Claims") arising from or related to the Property or Purchaser's exercise of Purchaser's rights under this Agreement. Purchaser assumes all risks and responsibilities for accidents, injuries or death resulting from such injuries or damages to person or property occurring in, on or about the Property, and PURCHASER AGREES TO RELEASE, PROTECT, DEFEND UPON REQUEST WITH COUNSEL ACCEPTABLE TO SELLER PARTIES, INDEMNIFY, REIMBURSE AND HOLD HARMLESS SELLER AND SELLER'S EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AGENTS (INCLUDING, WITHOUT LIMITATION, AGENT ONE AND AGENT TWO, INCLUDING ANY OFFICER, DIRECTOR OR EMPLOYEE OF AGENT ONE AND/OR AGENT TWO AND ANY OF THEIR DIVISIONS, SUBSIDIARIES OR AFFILIATES, AND ANY OF THEIR PARTNERS, SHAREHOLDERS, OR MEMBERS, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES), INVESTORS, HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND AFFILIATES (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA CORPORATION, BANK OF AMERICA, N.A., AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ("MLPF&S")) AND ANY GRANTOR OF AN EASEMENT BENEFITTING THE PROPERTY, AND EACH OF THEIR CURRENT, FORMER AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, ADMINISTRATORS, INSURERS, SURETIES, ASSIGNS, REPRESENTATIVES, AGENTS, HEIRS, ATTORNEYS, GENERAL AND LIMITED PARTNERS, AND INDEPENDENT MANAGERS (COLLECTIVELY, "SELLER PARTIES," AND EACH INDIVIDUALLY, A "SELLER PARTY") FROM ANY AND ALL CLAIMS (AS DEFINED HEREIN), (A) ARISING, DIRECTLY OR INDIRECTLY, OUT OF, FROM OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE CONDITION, USE OR CONTROL OF THE PROPERTY, OR (B) IMPOSED UPON OR INCURRED BY OR ASSERTED, DIRECTLY OR INDIRECTLY, AGAINST ANY SELLER PARTY, IN WHOLE OR IN PART, BY REASON OF (I) ANY FAILURE ON THE PART OF PURCHASER TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT, (II) ANY ENFORCEMENT OR REMEDIAL ACTION TAKEN BY ANY SELLER PARTY IN THE EVENT OF ANY PURCHASER PARTY'S (AS DEFINED BELOW) FAILURE TO PERFORM OR COMPLY WITH THE TERMS OF THIS AGREEMENT; (III) ANY LITIGATION INVOLVING, CONCERNING OR RESPECTING (EXCEPT TO THE EXTENT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER) THIS AGREEMENT OR THE PROPERTY, OR (IV) ANY ACTION BY A LAW ENFORCEMENT OR REGULATORY OFFICIAL WITH RESPECT TO ANY ACT OR CONDUCT BY ANY PURCHASER PARTY IN CONNECTION WITH THE PROPERTY OR THIS AGREEMENT. Purchaser shall be liable to Seller Parties for any damages to the Property, and for any act or omission by Purchaser or any employee, agent, contractor, subcontractor, invitee, licensee, representative, successor, assignee, guest of Purchaser or any other person acting on behalf of Purchaser (collectively, "Purchaser Parties," and each individually, a "Purchaser Party"). For avoidance of doubt, the term "Seller Parties" shall include Seller, and the term "Purchaser Parties" shall include Purchaser. For purposes of the indemnity provisions in this Agreement, any act or omission of any Purchaser Party (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Purchaser and as such shall fall within the scope of Purchaser's obligation to indemnify Seller Parties. Seller Parties need not have first paid any such Claim to be so indemnified and held harmless by Purchaser. Purchaser, upon written notice from Seller, shall defend any Claim against any Seller Party at Purchaser's sole expense, using legal counsel reasonably satisfactory to Seller. Purchaser shall promptly notify Seller in writing if Purchaser obtains knowledge of any potential

Claim against Seller in connection with the Property, and such notice shall set forth reasonable detail of such potential Claim.

9.3 Hazardous Substances. Purchaser hereby agrees that effective immediately as of the Closing Date, it shall be fully liable for all obligations, liabilities, costs and expenses related to the presence, use, storage, handling, management, generation, treatment and disposal of any and all Hazardous Substances on, at, under or from the Property. WITHOUT LIMITING THE FORGOING, PURCHASER SHALL REIMBURSE SELLER PARTIES FOR, AND SHALL RELEASE, INDEMNIFY, DEFEND UPON REQUEST, AND HOLD HARMLESS SELLER PARTIES FROM AND AGAINST, ALL CLAIMS SUFFERED BY OR CLAIMED AGAINST SELLER PARTIES, DIRECTLY OR INDIRECTLY, BASED ON OR ARISING OUT OF, IN WHOLE OR IN PART: (A) CONTAMINATION OF OR FROM THE PROPERTY OR THE GROUNDWATER THEREOF, (B) ANY DISCHARGE OF TOXIC OR HAZARDOUS SUBSTANCES INTO ANY SEPTIC FACILITY OR SEWER SYSTEM, (C) ANY VIOLATION OR LIABILITY OF OR UNDER ENVIRONMENTAL LAWS, AND (D) THE RELEASE OR EXISTENCE OF HAZARDOUS SUBSTANCES ON, IN OR ABOUT THE PROPERTY (IRRESPECTIVE OF WHETHER THERE HAS OCCURRED A VIOLATION OF APPLICABLE ENVIRONMENTAL LAW RELATING TO THE PROPERTY), INCLUDING, WITHOUT LIMITATION, ANY LOSS OF VALUE TO THE PROPERTY IN CONNECTION THEREWITH, IN EACH CASE OCCURRING, DIRECTLY OR INDIRECTLY, AS A RESULT OF PURCHASER'S OR ANY OTHER PURCHASER PARTIES' ACTIVITIES ON THE PROPERTY AND USE OF THE PROPERTY. Seller Parties need not have first paid any such claim to be so indemnified and held harmless by Purchaser. Purchaser, upon written notice from Seller Parties, shall defend any claim against Seller Parties at Purchaser's sole expense, using legal counsel satisfactory to Seller Parties, and Seller Parties shall cooperate with Purchaser in such defense. For the purposes of this Section 9.3, "Hazardous Substances" shall mean any and all pollutants, contaminants and toxic, caustic, radioactive or hazardous materials, substances or wastes including, without limitation, oil, petroleum or petroleum distillates and their by-products, any substance that is toxic, ignitable, reactive or corrosive, asbestos, urea-formaldehyde foam insulation, asbestos containing materials, whether or not friable, polychlorinated biphenyls, radon gas, infectious or medical wastes, and all other substances, pollutant, contaminant or waste of any nature, that are regulated at any time under any Environmental Laws; and (b) "Environmental Laws" shall mean all federal, State and local statutes, laws (including common or case law), rulings, regulations, ordinances, codes, or governmental, administrative or judicial policies, directives, orders or interpretations relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or governing in any way the environmental condition of the Property, including, without limitation, (a) laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substances, (b) the Resource Conservation & Recovery Act of 1976 as amended from time to time and regulations promulgated thereunder, (c) the Comprehensive Environmental Response, Compensation & Liability Act of 1980 as amended from time to time and regulations promulgated thereunder, and (d) the Federal Insecticide, Fungicide & Rodenticide Act as amended from time to time.

9.4 Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) prior to execution of this Agreement, Purchaser had the opportunity to inspect the Property and its operation, (b) Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection, and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research, and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in Section 5.1 above), statements, plans, specifications, cost estimates, studies, reports,

descriptions, guidelines, or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

9.5 Assumption. Effective as of the Closing Date, Purchaser will assume all of Seller's liabilities and obligations with respect to the Property arising or accruing from and after the Closing Date.

9.6 Title. Seller makes no representation or warranty whatsoever, express or implied, as to Seller's title to the Property.

9.7 Survival. The representations, warranties, covenants, waivers, acknowledgements, indemnities and agreements of Purchaser set forth in this Article IX will survive Closing or termination of this Agreement, without limitation of time.

## ARTICLE X MISCELLANEOUS

10.1 Commissions and Fees. Seller and Purchaser each hereby agree to indemnify and hold the other harmless from all loss, cost, damage, or expense (including reasonable attorney's fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee, or similar compensation made by any consultant, broker, finder, or any party who claims to have dealt with such indemnifying party. The foregoing representations and warranties contained in this Section 10.1 shall survive Closing.

10.2 Allocation of Purchase Price. Seller and Purchaser hereby agree that, for all accounting and federal income tax reporting purposes, Seller and Purchaser shall allocate the Purchase Price between (a) Real Estate, and (b) personal property (if any) and other intangibles, as agreed upon in writing between Seller and Purchaser prior to the Closing Date (such written agreement, the "Allocation Agreement"). If applicable, Seller and Purchaser agree to work and cooperate with each other to coordinate their completion of Form 8594, Asset Acquisition Statement ("Form"), under Section 1060 of the Internal Revenue Code of 1986, as amended ("Code") and the regulations promulgated thereunder, or any successor form, so that the amounts allocated as set forth on such Form will be consistent. The provisions of this Section 10.2 shall survive Closing.

10.3 No Right to Assign. Purchaser may not assign this Agreement nor any of the rights or benefits thereof including, without limitation, the benefit of the representations and warranties of Seller contained in this Agreement, to any third party either before or after the Closing without the written consent of Seller which may be given or withheld in Seller's sole discretion, and any such unauthorized attempted assignment shall be null and void.

10.4 Confidentiality. The information supplied to or made available to Purchaser by Seller pursuant to this Agreement and the terms of this Agreement, including, without limitation, all economic terms and the names of any Seller Party (collectively, the "Confidential Information"), shall not be released or disclosed by any Purchaser Party to any parties other than Permitted Persons (as hereinafter defined) without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. The consent by Seller to any disclosures shall not be deemed to be a waiver on the part of Seller of any prohibition against any future disclosure. As used herein, the term "Permitted Persons" shall mean: (a) Purchaser; (b) Purchaser's partners; (c) persons or companies employed by Purchaser to assist it in connection with this transaction, including appraisers, engineers, architects, lenders, accountants and attorneys; or (d) any other party to which Seller has granted Purchaser its written consent to disclose

information. Purchaser shall direct all Permitted Persons to keep all of the Confidential Information in the strictest confidence. Any disclosure by any Permitted Persons or any other Purchaser Party shall be deemed made by, and be the responsibility of, Purchaser. In the event that this transaction is not closed for any reason, then Purchaser shall promptly return to Seller or make arrangements for the destruction of any statements, documents, schedules, exhibits, or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the Earnest Money, less the Independent Consideration, to Purchaser, such Earnest Money shall not be returned to Purchaser unless and until Purchaser has fulfilled its obligation to return to Seller or destroyed the materials described in the preceding sentence. In the event of a breach or threatened breach by Purchaser or any Purchaser Parties of this Section 10.4, Seller shall be entitled to an injunction restraining Purchaser or any Purchaser Parties from disclosing, in whole or in part, Confidential Information. This Section 10.4 shall survive Closing or termination of this Agreement.

10.5 Notice. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the addresses set forth in the Terms and Definitions; (2) electronic mail to the intended addressee; or (3) sent by a nationally recognized overnight courier service addressed to the parties hereto at the addresses set forth in the Terms and Definitions. All notices shall be effective upon the earlier to occur of actual receipt, one (1) business day following deposit with a nationally recognized overnight courier service prepaid and designated for next business day delivery, one (1) business day following delivery of electronic mail, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving written notice thereof to the other in conformity with this provision.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, by facsimile, attachment to an email, portable document format (.pdf) or other electronic transmission, each of which shall be deemed an original for all purposes, with the same effect as if all parties had executed one instrument. Executed signature pages from different counterpart originals of this Agreement may be combined to form a single original instrument for recording and evidentiary purposes.

10.7 Captions and Interpretation. The captions of this Agreement are for convenience only and are not to be construed as a part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. This Agreement was initially drafted by Seller as a matter of convenience and by agreement following negotiations with Purchaser. The parties agree that no presumption or interpretation will be imposed by or against either party as a result thereof. Wherever in this Agreement (or any exhibits or schedules hereto) Seller's approval or consent is required, Seller's approval or consent may be withheld in Seller's sole and absolute discretion, unless expressly stated otherwise. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole except where noted otherwise. Additionally, feminine or neuter pronouns may be substituted for masculine and the plural may be substituted for singular or singular for plural. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement. **For avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement (or any exhibits or schedules hereto), the parties agree that the term "shall" as used in this Agreement (or any exhibits or schedules hereto) will not be construed as permissive, but as absolute, imperative and/or mandatory.**

10.8 Binding Effect. The provisions and conditions of this Agreement shall bind and inure to the benefit of the parent companies, subsidiaries, affiliates, members, managers, owners, partners, officers, board members, directors, shareholders, executives, employees, insurers, agents, legal representatives, estates, heirs, successors, and assigns of each of the parties hereto, as applicable, except that no assignment

by Purchaser without the written consent of Seller shall vest any right in such assignee of Purchaser. The provisions of this Section 10.8 shall survive Closing or termination of this Agreement.

10.9 Entire Agreement and Amendments. This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party.

10.10 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

10.11 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

10.12 Further Assurances. Purchaser agrees that it will without further consideration execute and deliver such other documents and take such other action prior to Closing, as may be reasonably requested by Seller to consummate more effectively the transactions contemplated hereby.

10.13 Time. Time is of the essence of this Agreement. The term “**days**” shall be deemed to mean calendar days. If the expiration date by which a party is required to make a payment or notice to the other party or such other party’s representative under the terms of this Agreement falls on a weekend or on a State or federal holiday, then such expiration date for receipt of payment or notice shall be extended until the next Monday or non-holiday, as the case may be. Otherwise, the expiration date for performance of any action or activity shall be on the calendar day specified, regardless of whether such expiration date falls on a weekend or State or federal holiday.

10.14 Transfers.

(a) Purchaser hereby acknowledges and agrees that if for any reason whatsoever the agency and/or trustee or other representative relationship of Bank of America, N.A. (or any other Agent One Party, as defined below) is terminated as to the Property or any portion thereof at any time, then the applicable Agent One Party is authorized to convey and transfer its rights, title and interest in the Property or any portion thereof and this Agreement to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, and whereupon Bank of America, N.A. and the other Agent One Parties (as defined below) shall be relieved of all obligations under this Agreement, and Purchaser shall thereafter look solely to the transferee for the performance of the obligations of Seller hereunder. For the purposes hereof, each of the following shall be an “**Agent One Party**” (collectively, the “**Agent One Parties**”): an officer, director or employee of Bank of America Corporation and any of its divisions, subsidiaries or affiliates (including, without limitation, Bank of America, N.A. and/or MLPF&S), and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives. The provisions of this Section 10.14(a) shall survive Closing or termination of this Agreement.

(b) Purchaser hereby acknowledges and agrees that if for any reason whatsoever the agency and/or trustee or other representative relationship of Cushman & Wakefield U.S., Inc. (or any other Agent Two Party, as defined below) is terminated as to the Property or any portion thereof at any

time, then the applicable Agent Two Party is authorized to convey and transfer its rights, title and interest in the Property or any portion thereof and this Agreement to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, and whereupon Cushman & Wakefield U.S., Inc. and the other Agent Two Parties (as defined below) shall be relieved of all obligations under this Agreement, and Purchaser shall thereafter look solely to the transferee for the performance of the obligations of Seller hereunder. For the purposes hereof, each of the following shall be an “**Agent Two Party**” (collectively, the “**Agent Two Parties**”): an officer, director or employee of Cushman & Wakefield U.S., Inc. and any of its divisions, subsidiaries or affiliates, and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives. The provisions of this Section 10.14(b) shall survive Closing or termination of this Agreement.

10.15 Effective Date. Upon execution of this Agreement by Purchaser and delivery of same to Seller, this Agreement shall constitute an offer by Purchaser. The offer by Purchaser herein contained shall automatically be withdrawn and become of no force or effect unless this Agreement is subsequently executed by Seller and delivered to the Purchaser. The “**Effective Date**” of this Agreement shall be the date of delivery to the Title Company of a fully executed counterpart of this Agreement signed by Purchaser and Seller and the Earnest Money as evidenced by the Title Company’s signature in the Acknowledgment below. Immediately following receipt of the fully executed Agreement, the Title Company shall complete and execute the Acknowledgement of Title Company appended hereto and transmit a copy of this Agreement, with the completed Acknowledgement, to the parties.

10.16 Assumption. The parties agree that upon consummation of the Closing, Purchaser assumes all liability associated with the Property and assets associated therewith from the Closing Date forward. The provisions of this Section 10.16 shall survive the Closing.

10.17 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

10.18 Recordation. Purchaser shall not record this Agreement or any memorandum of this Agreement in any public office without the prior written consent of Seller, which consent may be withheld or denied in the sole and absolute discretion of Seller, and any recordation by Purchaser shall be a material breach of this Agreement. Purchaser grants to Seller a power of attorney for the purpose of executing and recording a release releasing any such recorded instrument of record that was recorded without the prior written consent of Seller, which power of attorney is coupled with an interest and is non-revocable. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER PARTIES AGAINST ALL CLAIMS, COSTS, EXPENSES AND DAMAGES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND DISBURSEMENTS, INCURRED BY SELLER PARTIES BY REASON OF THE FILING BY PURCHASER OF THIS AGREEMENT OR ANY MEMORANDUM HEREOF, WHICH OBLIGATION SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT. Seller shall have the right to record this Agreement or any memorandum of this Agreement in any public office as desired by Seller in its sole and absolute discretion without the consent of or notice to Purchaser.

10.19 No Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

10.20 No Offer. The submission of this Agreement to Purchaser shall not be construed as an offer, and Purchaser shall not have any rights under this Agreement unless Seller executes a copy of this Agreement and delivers it to Purchaser.

10.21 Limitation of Liability; Limitation on Right of Recovery Against Seller. No Seller Party, other than Seller, will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement, or instrument. In no event will Seller be liable for any consequential, exemplary, or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

Furthermore, Purchaser acknowledges and agrees that the liability of Seller under the Agreement or any matter relating to or arising out of or related to the Property shall be limited to Purchaser's actual, direct, but not consequential, damages therefor and shall be limited to be recoverable only from Seller's interest in the Property. No personal judgment shall lie against Seller upon extinguishment of its rights in the Property and any judgment so rendered shall not give rise to any right of execution or levy against Seller's assets. For the purposes of this Section 10.21, the term "Seller" shall mean and include all Seller Parties. The provisions hereof shall inure to Seller's successors and assigns, including without limitation, Seller Parties. The foregoing provisions are not intended to relieve Seller from the performance of any of Seller's obligations under the Agreement, but only to limit the personal liability of Seller in case of recovery of a judgment against Seller.

The provisions of this Section 10.21 shall survive Closing or termination of this Agreement.

10.22 Forum. Purchaser hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State over any dispute. Purchaser hereby irrevocably waives any objection that Purchaser may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Purchaser hereby agrees and consents that, in addition to any methods of service of process provided for under applicable laws, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the State may be made by certified or registered mail, return receipt requested, directed to Purchaser at its address for notice set forth in this Agreement, or at a subsequent address of which Seller received actual written notice from Purchaser in accordance with Section 10.5 hereof, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Seller to serve process in any manner permitted by applicable law or limit the right of Seller to bring proceedings against Purchaser in any other court or jurisdiction. The provisions of this Section 10.22 shall survive Closing or termination of this Agreement.

10.23 Choice of Law. THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE OF KANSAS, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN. The provisions of this Section 10.23 shall survive Closing or termination of this Agreement.

**10.24 WAIVER OF JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN SELLER AND PURCHASER THAT THE RESPECTIVE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER (OR AGAINST ANY SELLER PARTY) ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND PURCHASER, OR THE PROPERTY.** The provisions of this Section 10.24 shall survive Closing or termination of this Agreement.

10.25 Seller's Knowledge or Possession. Any reference in this Agreement to "Seller's knowledge", or any similar "knowledge" qualification shall be deemed to mean, and shall be limited to, the actual knowledge (as distinguished from implied, constructive or imputed knowledge) of the Seller Representative without such person(s) having had any obligation to make any independent inquiry or investigation. Any reference in this Agreement to "Seller's possession", or any similar "possession" qualification shall be deemed to mean, and shall be limited to, the actual possession or control of the Seller Representative. Seller represents, however, (i) that the Seller Representative is the individual to whom material facts relevant to the Property would be reported in the ordinary course of business; and (ii) that in executing this Agreement, Seller has asked the Seller Representative as to whether he or she has any knowledge or facts contrary to those represented by Seller herein. The parties agree that the Seller Representative shall not have any personal liability arising out of any representations or warranties made hereunder notwithstanding anything contained in this Agreement or otherwise.

10.26 No Implied Rights. Seller and Purchaser agree that this Agreement will not be construed as conferring any legal or other implied rights, except for those rights and privileges expressly granted herein.

10.27 No Discriminatory Practices. Purchaser expressly acknowledges and agrees that the Property is and was offered for sale by or on behalf of Seller without respect to race, color, creed, sex, marital status, handicap, children, familial status, age, or national origin, or any other protected class under federal, state or local law, of Purchaser or any other party.

10.28 Agency and/or Trustee Capacity. Notwithstanding anything to the contrary contained in this Agreement, Purchaser acknowledges and agrees that Cushman & Wakefield U.S., Inc. is executing this Agreement in its agency capacity and not in any manner in its corporate or individual capacity, and that Cushman & Wakefield U.S., Inc. (as well as all other Agent Two Parties), in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities under this Agreement whatsoever. Notwithstanding anything to the contrary contained in this Agreement, Purchaser further acknowledges and agrees that Bank of America, N.A. is a party to this Agreement in its agency and/or trustee capacity and not in any manner in its corporate or individual capacity, and that Bank of America, N.A. (as well as all other Agent One Parties), in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities under this Agreement whatsoever. Purchaser shall look only to Seller for the performance of Seller's obligations under this Agreement. The limitation of Seller's liability under this Agreement, including any waiver of subrogation rights, shall apply with equal force and effect to, and as a limitation on and a waiver of any and all liability of Cushman & Wakefield U.S., Inc. and Bank of America, N.A. This Section 10.28 survives the Closing or termination of this Agreement.

10.29 Seller's Consent; No Waiver. Whenever the consent or approval of Seller is required hereunder, the giving of or failure to give such consent or approval in any one or more instances shall not waive or terminate the requirement for such consent or approval to be obtained in any other or subsequent instances.



10.30 Tax-Deferred Exchange. If Seller or Purchaser desires to structure this transaction to effect a tax-deferred exchange under Section 1031 of the United States Internal Revenue Code and the regulations promulgated thereunder, as amended, then the other party shall cooperate with the structuring party in such efforts provided (a) the structuring party pays all costs and expenses incurred by the other party in connection therewith, and (b) no other party incurs any potential liabilities as a result thereof that would not otherwise have been incurred by the other party (e.g. by having to make any warranties under a deed).

10.31 Joint and Several Liability of Purchaser. To the extent there is more than one individual or entity comprising "Purchaser", each such individual/entity makes the representations, warranties, covenants, agreements, acknowledgements and indemnities set forth in this Agreement individually, jointly and severally.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

**Seller:**

**HUMPHREY/WRIGHT, LLC**

**By Cushman & Wakefield US, Inc., as agent for  
Bank of America, N.A., as agent for  
Humphrey/Wright, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Signatures continue on following page]

**Purchaser:**

\_\_\_\_\_  
\_\_\_\_\_, individually

\_\_\_\_\_  
\_\_\_\_\_, individually

OR

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT BY TITLE COMPANY ESTABLISHING EFFECTIVE DATE**

The Title Company hereby acknowledges that as of the date below (such date, the "**Effective Date**"), Title Company is in receipt of: (a) the counterparts of this Agreement executed by Seller and Purchaser; and (b) Earnest Money from the Purchaser in the amount of \_\_\_\_\_ Thousand and No/100 Dollars (\$\_\_\_\_\_.00).

\_\_\_\_\_, 2025 (the "**Effective Date**")

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Five (5), Range Nineteen (19), in Phillips County, Kansas.

**SCHEDULE I**

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*(Above space is reserved for Register of Deeds)*

**KANSAS SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made as of the \_\_\_ day of \_\_\_\_\_, 2025, with an effective date of \_\_\_\_\_, 2025, by and between HUMPHREY/WRIGHT, LLC, a Colorado limited liability company ("**Grantor**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), whose mailing address is \_\_\_\_\_.

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, SELL and CONVEY unto Grantee, its successors and assigns, the following described land, lying, being, and situate in the County of Phillips and State of Kansas, to-wit (the "**Property**"):

[Insert legal description]

This conveyance is made and accepted subject to the title matters of record affecting the Property on the date hereof, to all existing restrictions, reservations, easements, encumbrances, conditions, covenants, and party wall agreements; all zoning laws, ordinances, and rules affecting the use or improvement of the Property; all taxes, levies, and assessments imposed by any governmental agency; all matters which would be disclosed by an accurate survey; and such other matters as described in **Exhibit A** attached hereto and incorporated by reference herein (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

THE PROPERTY IS BEING SOLD "**AS IS**," "**WHERE IS**," AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS SPECIAL WARRANTY DEED, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION (ENVIRONMENTAL OR OTHERWISE), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. GRANTEE ACKNOWLEDGES THAT

GRANTEE IS PURCHASING THE PROPERTY BASED SOLELY UPON GRANTEE'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY GRANTOR OR GRANTOR'S AGENTS OR CONTRACTORS.

Without limiting the provisions of the foregoing paragraph, GRANTEE HEREBY RELEASES GRANTOR AND ANY SERVICER, AGENT, ATTORNEY, REPRESENTATIVE, MEMBER, MANAGER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER, OR EMPLOYEE OF GRANTOR (A "**GRANTOR RELATED PARTY**") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) WHICH GRANTEE OR ANY PARTY RELATED TO OR AFFILIATED WITH GRANTEE (A "**GRANTEE RELATED PARTY**") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (A) ANY DEFECTS, ERRORS, OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE; OR (B) OTHER CONDITIONS (INCLUDING ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS PARAGRAPH SPECIFICALLY INCLUDES ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS, UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12101 ET SEQ., OR WITH RESPECT TO ANY ENVIRONMENTAL RISK. "**ENVIRONMENTAL LAWS**" INCLUDES, BUT IS NOT LIMITED TO, THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. §§6901 ET SEQ.), THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. §§ 9601 ET SEQ.), THE EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT (42 U.S.C. §§11001 ET SEQ.), THE CLEAN AIR ACT (42 U.S.C. §§7401 ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. §§1251 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §§2601 ET SEQ.), THE HAZARDOUS MATERIALS TRANSPORTATION ACT ( 49 U.S.C. §§1801 ET SEQ.), THE OCCUPATIONAL SAFETY AND HEALTH ACT (29 U.S.C. §§651 ET SEQ.), THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT (7 U.S.C. §§136 ET SEQ.), THE SAFE DRINKING WATER ACT (42 U.S.C. §§300F ET SEQ.), AS ANY OF THE SAME MAY BE AMENDED FROM TIME TO TIME, AND ANY OTHER FEDERAL, STATE OR LOCAL LAW DEALING WITH ENVIRONMENTAL MATTERS, AND ANY REGULATIONS, ORDERS, RULES, PROCEDURES, GUIDELINES, AND THE LIKE PROMULGATED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER THE SAME ARE IN EXISTENCE ON THE DATE OF THIS SPECIAL WARRANTY DEED. GRANTEE WILL NOT LOOK TO GRANTOR OR ANY GRANTOR RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

GRANTEE HEREBY ASSUMES ALL OF GRANTOR'S LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE PROPERTY ARISING OR ACCRUING FROM AND AFTER THE DATE OF THIS SPECIAL WARRANTY DEED.

GRANTEE ACKNOWLEDGES AND AGREES THAT (A) THE INDIVIDUAL EXECUTING THIS SPECIAL WARRANTY DEED ON BEHALF OF GRANTOR IS ACTING HEREIN ONLY IN HIS REPRESENTATIVE CAPACITY AND NOT OTHERWISE AND SHALL HAVE NO INDIVIDUAL OR CORPORATE LIABILITY BY VIRTUE OF THIS SPECIAL WARRANTY DEED, AND (B) THE FOREGOING WILL BE FOREVER BINDING UPON GRANTEE, AND UPON GRANTEE'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

[Signatures on following pages]

EXECUTED on the date set forth in the acknowledgment below, to be effective as of the effective day set forth above.

**Grantor:**

**HUMPHREY/WRIGHT, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of Humphrey/Wright, LLC, a Colorado limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(seal)

*[Signatures continue on following page]*



**Grantee:** [INSERT GRANTEE NAME(S)]

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**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as [his/her/their] free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

(seal)

## **EXHIBIT A TO SPECIAL WARRANTY DEED**

### **Permitted Encumbrances**

- (a) all leases affecting the Property, including any oil, mineral and/or gas leases to the extent such leases affect the Property;
- (b) taxes, assessments, and other usual and customary charges for calendar year 2025 and beyond assessed against the owners of real property in Kansas;
- (c) all matters, whether or not of record, that arise out of the actions of Grantee or Grantee's agents, representatives or contractors;
- (d) such state of facts as may be shown on an accurate survey of the Property;
- (e) all building and zoning laws, codes, and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property;
- (f) all other matters of record, except for any mortgage or deed of trust created by Grantor and encumbering the Property;
- (g) those matters excepted elsewhere in this Deed; and

**NOTE: DEED EXECUTED AT CLOSING WILL ALSO INCLUDE ALL STANDARD PREPRINTED EXCEPTIONS THAT ARE SET FORTH IN THE OWNER'S POLICY OF TITLE INSURANCE TO BE ISSUED TO GRANTEE REGARDING THE PROPERTY**

## SCHEDULE II

### ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS AND GENERAL INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS AND GENERAL INTANGIBLES (this "**Assignment and Assumption Agreement**"), dated effective as of \_\_\_\_\_, 2025, by and between (a) Humphrey/Wright, LLC, a Colorado limited liability company ("**Assignor**"), and (b) \_\_\_\_\_, a \_\_\_\_\_ ("**Assignee**").

WHEREAS, Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement with an effective date of \_\_\_\_\_, 2025 (as amended and/or assigned, the "**Agreement**"), for the sale and purchase of certain real property described in Exhibit A attached hereto, together with certain improvements and personal property as more particularly described in the Agreement (collectively, "**Property**");

WHEREAS, Assignor desires to quitclaim unto Assignee all of Assignor's right, title and interest in and to the Assigned Property (as hereinafter defined); and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Assigned Property.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby quitclaim unto Assignee all of the Assignor's right, title and interest, if any, in and to the following property to the extent the same is transferable by Assignor:

(a) all leases and other agreements to occupy the Property, or any portion thereof, together with any amendments and modifications thereto, in effect as of the date of this Assignment and Assumption Agreement, including, without limitation, those leases with the tenants listed in Exhibit B attached hereto and made a part hereof (collectively, "**Leases**"); and

(b) all contracts and agreements, if any, together with any amendments and modifications thereto, described in Exhibit C attached hereto and made a part hereof (collectively, "**Contracts**"); and

(c) all common areas, amenities, appurtenances, fixtures, chattels, related easement rights, development rights, supplies, and licenses and permits, if any (collectively, "**General Intangibles**").

"**Assigned Property**" means, collectively, the Leases, Contracts, and General Intangibles.

2. Assignee hereby accepts the foregoing assignment of the Assigned Property and hereby assumes all duties and obligations of Assignor with respect to (a) the Assigned Property for the period on and after the date of this Assignment and Assumption Agreement, and (b) any and all refundable deposits paid by tenants and contractors (and required interest on those deposits, if any) under the Leases and Contracts as of the date hereof, including, without limitation, any security deposits, whether Assignee has received those deposits or interest or a credit therefor pursuant to the Agreement or not. Assignee shall defend, indemnify, and hold harmless Assignor from and against any and all Claims (defined herein below) asserted against or incurred by Assignor in connection with (a) any acts or omissions, on or after the date of this Assignment and Assumption Agreement, with respect to the Assigned Property, and/or (b) the deposits and interest assumed by Assignee hereunder. "**Claims**" means

claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including attorneys' fees, whether suit is instituted or not).

3. THE ASSIGNED PROPERTY IS BEING QUITCLAIMED "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO OWNERSHIP OR TITLE, ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE ASSIGNED PROPERTY OR ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE ASSIGNED PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

4. ASSIGNEE HEREBY ASSUMES ALL OF ASSIGNOR'S LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE ASSIGNED PROPERTY ARISING OR ACCRUING FROM AND AFTER THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT.

5. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors, and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Property is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

[Signature pages follow]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed and delivered by the parties as of the date first above written.

**Assignor:**

**HUMPHREY/WRIGHT, LLC**

**By Cushman & Wakefield US, Inc., as agent for Bank of America, N.A., as agent for Humphrey/Wright, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signatures continue on following page]

**Assignee:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[EXHIBITS TO BE COMPLETED AND ATTACHED TO THE ASSIGNMENT AT TIME OF CLOSING]**

**EXHIBIT A**

Real Estate Legal Description

\_\_\_\_\_

**EXHIBIT B**

Leases

\_\_\_\_\_

**EXHIBIT C**

Contracts