

OFFER TO BUY AND ACCEPTANCE

TO: Samuel J. Barnett and Julie A. Barnett, a married couple (collectively, SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property located in Butler County, Iowa legally described as:

The West One-half (W ½) of the Northeast Quarter (NE ¼), Section 26, Township 92 North, Range 15 West of the 5th P.M., Butler County, Iowa, **EXCEPT** Parcel B located in the West One-half of the Northeast Quarter (W ½ NE ¼) of Section Twenty-Six (26), Township Ninety-two (92) North, Range Fifteen (15) West of the 5th P.M., Butler County, Iowa, as per Plat of Survey filed Sept. 8, 2016, recorded in Book "S" page 281, Instr. No. 2016-1923 of the records of the Butler County Recorder

as such description may be confirmed or modified by the abstract of title, together with any easements and appurtenant servient estates, but subject to:

- (1) any easements of record**
- (2) any zoning restrictions**
- (3) any restrictive covenants**
- (4) mineral reservations of record, if any**
- (5) the fencing laws and rules of Iowa**
- (6) what a survey would reflect regarding determination of boundaries**
- (7) the rights of the current farm occupant for the 2026 crop year**

herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any use permitted by applicable zoning regulations:

1. PURCHASE PRICE. The Purchase Price shall be \$ _____ payable as follows: Ten percent (10%) of the Purchase Price shall be provided with this offer (by certified funds or cashier's check) to be deposited upon acceptance of this offer and held in trust by Noah and Smith PLC Trust Account as earnest money to be delivered to the SELLERS upon performance of SELLERS' obligations; and the balance of the Purchase Price by certified check, cashier's check, or wire transfer at the time of closing, with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining financing for the Purchase Price.

No interest on any Trust Account deposit will be credited to either Sellers or Buyers and the same will be subject to the Iowa Supreme Court "Interest in Lawyer's Trust Account" rules.

2. REAL ESTATE TAXES. A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given, due and payable in the subsequent

fiscal year.

BUYERS shall be given a credit for such proration at closing based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. A. SELLERS shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

D. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, closing shall occur on or before July 31, 2026, unless otherwise mutually agreed upon by the parties, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYERS' attorney. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

7. CONDITION OF PROPERTY.

A. The property as of the date of this Agreement, including buildings, grounds, and all

improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

B. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property **“AS IS” and “WITH ALL FAULTS”**. Buyers acknowledge that Sellers have made no representations or warranties, express or implied, as to the condition of the property or the improvements thereon or as to value, fitness for use, or environmental matters, and Buyers hereby waive any claims based on the condition of the property and release and discharge the Sellers from any such claims, liabilities, and causes of action.

8. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

10. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

11. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLER.

12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. **REMEDIES OF THE PARTIES.** A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and

payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If the purchase and sale of the Property is not consummated due to BUYERS' failure or refusal to timely perform its obligations under the Agreement (so long as BUYERS' failure or refusal to perform was not caused by acts or conducts of the SELLERS or by SELLERS' breach of the Agreement), and BUYERS are unable or unwilling to cure their non-performance within fifteen (15) days of receipt of notice of default from SELLERS, the earnest money shall be forfeited by Buyers and delivered to Sellers as liquidated damages.

C. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

D. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

15. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. PRIVATE SEWAGE DISPOSAL SYSTEM. Sellers represent and warrant to Buyer that the Property is **not** served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

18. ADDITIONAL PROVISIONS:

A. §1031 EXCHANGE. Buyers may acquire their interest in the Property pursuant to the Internal Revenue Code §1031, which sets forth the requirements for tax-deferred real estate exchanges. Buyers' rights under this Agreement may be assigned to an exchange agent for the purpose of completing the exchange. The Sellers agree to cooperate with the Buyers and the exchange agent

in a manner necessary to enable the Buyers to complete said exchange. However, such cooperation shall be at no additional cost or liability to Seller.

B. FARM TENANT AND 2026 CROP YEAR. Notwithstanding anything in this Agreement to the contrary, the Property is sold subject to the rights of the current farm tenant for the 2026 crop year. Possession of the Property shall be provided upon completion of the fall harvest for the 2026 crop year. The Property is sold free and clear of any leasehold interests for the 2027 crop year (beginning March 1, 2027).

C. BUTLER COUNTY FSA OFFICE. It shall be the obligations of Buyers to report to the Butler County FSA office following closing of the transaction in order to receive the following, if applicable: Alotted base acres and any future government programs.

D. AUCTION TERMS. Any announcements published or made on the day of auction take precedence over advertising.

E. CLOSING COSTS. Sellers and Buyers shall be responsible for their respective closing fees and expenses in the customary fashion. Accordingly, Sellers are responsible for Sellers' attorney's fees, deed preparation, transfer tax, abstracting, title clearing expenses, and for satisfaction of any liens or encumbrances against the Property. Buyers are responsible for title examination, recording fees, inspection expenses, if any, lender-imposed fees, appraisal, if any, and the cost of a closing agent, if any.

F. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures which have been photocopied, sent by facsimile, or scanned and sent by electronic delivery shall have the same force and effect as original signatures.

G. REPRESENTATION. This Offer is prepared by Noah, Smith, Slotter & Ellingson, PLC ("Noah and Smith"), which firm represents only the interests of the SELLERS in this transaction. BUYERS have been advised of this representation and have been informed of their right to obtain independent legal counsel to review the Agreement on their behalf. BUYERS have either obtained independent legal counsel or have intentionally declined to do so. The parties acknowledge that Noah and Smith have not furnished tax advice with respect to this Agreement. Both parties have been directed to obtain independent tax advice from a qualified tax accountant or tax counsel prior to executing this Agreement, and they have had ample opportunity to do so.

Additionally, Steffes Group, Inc. represents only the interests of the Sellers in this transaction.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract.

Dated and Accepted _____.

SELLERS

Samuel J. Barnett
29151 160th Street
Clarksville, IA 50619

Julie A. Barnett

